

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
MCDERMOTT INTERNATIONAL, INC., <i>et al.</i> , ¹	)	Case No. 20-30336 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	

**DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
EVERCORE GROUP L.L.C. AND EVERCORE PARTNERS INTERNATIONAL LLP
AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION**

THIS APPLICATION SEEKS ENTRY OF AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE APPLICATION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE APPLICATION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE APPLICATION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE APPLICATION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this application (this “Application”):

Relief Requested

1. The Debtors seek entry of an order (the “Order”), substantially in the form attached hereto: (a) authorizing the employment and retention of Evercore Group L.L.C. (“Evercore Group”) and Evercore Partners International LLP (“Evercore Partners”, and together with Evercore Group, “Evercore”) as investment banker to the Debtors, in accordance with the

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.primeclerk.com/McDermott>. The location of Debtor McDermott International, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 757 North Eldridge Parkway, Houston, Texas 77079.

terms and conditions set forth in that certain engagement letter, dated as of October 21, 2019 (as may be further amended, supplemented, or modified from time to time prior to the date hereof, the “Engagement Letter”), a copy of which is attached as Exhibit 1 to the Order; (b) approving the terms of Evercore’s employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement, and related provisions set forth in the Engagement Letter; (c) approving the modification of compliance with requirements regarding time entry detail; and (d) granting such other and further relief as is just and proper. In support of this Application, the Debtors submit the *Declaration of Roopesh Shah in Support of the Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Evercore Group L.L.C. and Evercore Partners International LLP as Investment Banker to the Debtors in Possession* (the “Shah Declaration”), which is attached hereto as **Exhibit A**, and the *Declaration of John R. Castellano in Support of the Debtors’ Applications for Entry of Orders Authorizing the Retention of Various Professionals*, filed contemporaneously herewith (together with the Shah Declaration, the “Declarations”), and incorporated by reference herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Application 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.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2014(a) and 2016, and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Local Rules”).

5. On January 21, 2020 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description surrounding the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of David Dickson, President and Chief Executive Officer of McDermott International, Inc., in Support of the Chapter 11 Petitions* [Docket No. 29] (the “Dickson Declaration”) and the *Declaration of John R. Castellano, Chief Transformation Officer of McDermott International, Inc., in Support of the Debtors’ First Day Motions* [Docket No. 62] (the “Castellano Declaration,” and together with the Dickson Declaration, the “First Day Declarations”), and incorporated by reference herein.

Evercore’s Qualifications

6. The Debtors require a qualified and experienced investment banker with the resources, capabilities, and experience of Evercore to assist them in pursuing various transactions that are crucial to the success of these chapter 11 cases. An investment bank, such as Evercore, fulfills a critical service that complements the services provided by the Debtors’ other professionals.

7. The Debtors seek to retain Evercore as their investment banker because, among other things, Evercore has extensive experience and an excellent reputation in providing high quality financial advice and investment banking services to debtors and creditors in chapter 11 cases and other restructurings.

8. Established in 1996, Evercore is a leading independent investment banking advisory and investment management firm. Evercore’s investment banking business includes its

advisory business, which counsels multinational corporations on mergers and acquisitions, divestitures, special committee assignments, recapitalizations, restructurings, and other strategic transactions. In addition, through its investment banking business, Evercore provides capital markets advice, underwrites securities, raises funds for financial sponsors, and offers equity research and agency-only equity securities trading for institutional investors. Evercore's investment management business includes private equity investing, institutional asset management, and wealth management. Evercore and its affiliates serve a diverse set of clients around the world from its offices in New York, Boston, Chicago, Los Angeles, Washington D.C., San Francisco, Houston, Minneapolis, Palo Alto, Menlo Park, Singapore, Hong Kong, London, Aberdeen, Mexico City, and Monterrey. Since the beginning of 2000, Evercore's corporate advisory and restructuring advisory groups have advised on over \$2.0 trillion of transactions. Its restructuring professionals provide investment banking services in financially distressed situations, including advising debtors, creditors, and other constituents in chapter 11 proceedings and out-of-court restructurings.

9. Evercore and its professionals have extensive experience working with financially troubled companies from a variety of industries in complex financial restructurings, both out-of-court and in chapter 11 cases. Evercore professionals have actively been retained as investment bankers in numerous cases, including, among others: *In re Southern Foods Group, LLC*, No. 19-36313 (Bankr. S.D. Tex. Dec. 6, 2019); *In re EP Energy Corporation*, No. 19-35654 (Bankr. S.D. Tex. Nov. 7, 2019); *In re Sheridan Holding Company II, LLC*, No. 19-35198 (Bankr. S.D. Tex. Nov. 6, 2019); *In re Vanguard Nat. Res., Inc.*, No. 19-31786 (Bankr. S.D. Tex. June 5, 2019); *In re Jones Energy, Inc.*, No. 19-32112 (Bankr. S.D. Tex. May 15, 2019).

10. The resources, capabilities, and experience of Evercore in advising debtors will be of significant assistance to the Debtors during the course of the chapter 11 cases. An investment banker with a deep bench of experience, such as Evercore, fulfills a critical need that complements the services offered by the Debtors' other restructuring professionals. As the Debtors work to finalize the terms of their post-emergence financing, governance, and other elements of their proposed restructuring, the Debtors will benefit from the services of a capable and experienced investment banker such as Evercore.

11. The Debtors have selected Evercore as their investment banker because of Evercore's experience and reputation for providing investment banking services in large, complex chapter 11 cases and restructurings and because of Evercore's familiarity with the Debtors and their businesses. Since August 2019, Evercore has worked closely with the Debtors' management team, creditors, and other professionals and advisors in exploring various financing alternatives and otherwise assisting in the Debtors' restructuring efforts—including, most recently, in preparing for the commencement of these chapter 11 cases. As a result of its active engagement in these processes, Evercore is now familiar with the Debtors' financial affairs, debt structure, business operations, capital structure, key stakeholders, financing documents, and related matters. Evercore's pre- and postpetition work for the Debtors has included, but has not been limited to, reviewing and analyzing the Debtors' business, operations, and financial projections, communicating with lenders, other stakeholders, and their advisors, and advising and assisting the Debtors in marketing certain of the Debtors' technology assets and negotiating the terms of a comprehensive restructuring framework.

12. In particular, and as discussed further in the First Day Declarations, Evercore was retained prior to the Petition Date to, among other things, explore strategic and financial bids for

the sale of the Debtors' technology business (the "Technology Business," and such sale, the "Technology Business Sale"), for which the Debtors ultimately achieved a signed stalking-horse agreement for the sale thereof, and alternatives for addressing the Debtors' capital structure. In parallel, the Debtors, with the assistance of Evercore, engaged with certain of their prepetition secured lenders (the "Superpriority Lenders") to obtain commitments for a \$1.7 billion superpriority senior secured credit facility (the "Superpriority Facility"), avoiding what would have been a freefall chapter 11 filing that could have resulted in immediate liquidation. Following execution of the Superpriority Facility, Evercore continued to play an instrumental role in assisting the Debtors in ultimately accessing a subsequent tranche of capital thereunder, including: (a) preparing ad hoc analyses in connection with the Debtors' delivery of a revised business plan (as required by the Superpriority Lenders); (b) engaging in negotiations with an ad hoc group of bondholders to secure the forbearance of acceleration rights under a related notes indenture, in connection with the Debtors' decision to forgo a scheduled interest payment thereunder; and (c) engaging with the Superpriority Lenders, bondholders, letters of credit ("LCs") issuing banks, and preferred stockholders to seek further consents, waivers of covenant defaults, and amendments under related prepetition credit, LC, and shareholder agreements, as applicable, to allow for the Debtors' encumbrance of debt under the Superpriority Facility.

13. With the time afforded by these consents, waivers, and amendments, Evercore assisted the Debtors in negotiations with the Consenting Stakeholders (as defined in the Debtors' *Amended Joint Prepackaged Chapter 11 Plan of Reorganization of McDermott International, Inc. and its Debtor Affiliates* [Docket No. 121] (as may be further amended, supplemented, or modified from time to time prior to the date hereof, the "Plan")) for a consensual comprehensive deleveraging restructuring transaction. With Evercore's assistance, the Debtors and the

Consenting Stakeholders reached a binding agreement on all material terms of the Plan, including the post-emergence capital structure, equity allocation, and other key business terms, prior to the Petition Date. In addition, Evercore assisted the Debtors in obtaining over \$2.4 billion of post-emergence committed secured LC capacity, which will provide the necessary credit support to execute the Debtors' business plan.

14. Due to the Debtors' postpetition needs for new term facility borrowings to fund ongoing operations and LC capacity to secure new project bids, Evercore assisted the Debtors with the postpetition debtor in possession ("DIP") financing process (which was successful in realizing DIP financing on an interim basis). To that end, Evercore initially solicited proposals for DIP financing from 13 potential lenders, including large commercial and investment banks and other sophisticated, alternative investment institutions. Of the 13 potential lenders, only four requested and executed a non-disclosure agreement. Each was given access to the Debtors' diligence materials. After that, only one ultimately made a DIP financing proposal. In light of the pricing and terms Evercore received from the DIP marketing process, the Debtors concluded, in consultation with Evercore, that the best and least costly approach was to continue to negotiate the terms of a DIP facility with the Superpriority Lenders.

15. Evercore's efforts were crucial in extending the runway needed by the Debtors to collaborate with their prepetition stakeholders regarding the terms of a comprehensive restructuring transaction embodied in the Debtors' fully consensual, prepackaged chapter 11 plan of reorganization and a smooth transition into these chapter 11 cases.

16. Consequently, the Debtors believe that Evercore has developed relevant experience and expertise regarding the Debtors and their current situation and is thus well-qualified to provide the required services in the chapter 11 cases. Indeed, if the Debtors were required to retain an

investment banker other than Evercore in connection with the chapter 11 cases, the Debtors, their estates, and all parties-in-interest would be prejudiced by the time and expenses necessary to familiarize another professional with the intricacies of the Debtors, their business operations, and the key dynamics of their restructuring negotiations.

Services to Be Provided

17. The Debtors and Evercore (the “Parties”) have entered into the Engagement Letter,² which governs the relationship between them. The terms and conditions of the Engagement Letter were negotiated between the Parties and reflect their mutual agreement as to the substantial efforts that will be required in this engagement. Under the Engagement Letter, in consideration for the compensation contemplated thereby, Evercore has provided and has agreed to provide the following services (the “Services”):

- a. Reviewing and analyzing the business, assets, liabilities, operations, and financial projections of the Debtors and their subsidiaries;
- b. Advising and assisting the Debtors in a Restructuring, Sale, Financing, Amendment, and/or Exchange Offer transaction, if the Debtors determine to undertake or cause any of their subsidiaries to undertake such a transaction;
- c. If the Debtors pursue a Restructuring, providing financial advice in developing and implementing a Restructuring, which would include:
 - i. Assisting the Debtors in developing a restructuring plan or plan of reorganization, including, if applicable, a plan of reorganization pursuant to the Bankruptcy Code;
 - ii. Advising the Debtors on tactics and strategies for negotiating with various stakeholders regarding the Plan;

² The summaries contained in this Application are qualified in their entirety by the provisions of the Engagement Letter. To the extent anything in this Application is inconsistent with the Engagement Letter, the terms of the Engagement Letter shall control. Capitalized terms used but not otherwise defined in this section have the meanings ascribed to such terms in the Engagement Letter.

- iii. Providing testimony, as necessary, with respect to matters on which Evercore has been engaged to advise the Debtors in any proceedings under the Bankruptcy Code that are pending before a court exercising jurisdiction over the Debtors; and
 - iv. Providing the Debtors with other financial restructuring advice as Evercore and the Debtors may deem appropriate.
- d. If the Debtors pursue a Sale, assisting the Debtors in:
- i. Structuring and effecting a Sale;
 - ii. Identifying interested parties and/or potential acquirors and, at the Debtors' request, contacting such interested parties and/or potential acquirors;
 - iii. Assisting the Debtors in the preparation of a descriptive memorandum concerning the business or assets to be included in the Sale transaction and in conducting a bidding process for the Sale transaction; and
 - iv. Advising the Debtors in connection with negotiations with potential interested parties and/or acquirors and aiding in the consummation of a Sale transaction.
- e. If the Debtors pursue or cause any of their subsidiaries to pursue a Financing, assisting the Debtors and/or their subsidiaries in:
- i. If Evercore does not serve as the placement agent or underwriter or serve in a similar function on such Financing:
 - 1. Assisting in preparing marketing materials for such Financing;
 - 2. Identifying potential placement agents or underwriters and assisting in negotiating the terms of the placement agents' and/or underwriters' engagements;
 - 3. Evaluating the terms of a Financing;
 - 4. Assisting the Debtors and the appointed placement agent(s) or underwriter(s) in negotiating and executing a Financing; and
 - 5. Providing the Debtors with other financial advice as Evercore and the Debtors may deem appropriate.

- ii. In addition to the above, if Evercore serves as the placement agent or underwriter or serves in a similar function on such Financing:
 - 1. Structuring and effecting a Financing;
 - 2. Identifying potential Investors and, at the Debtors' request, contacting such Investors; and
 - 3. Working with the Debtors in negotiating with potential Investors.

- f. If the Debtors pursue an Amendment, assisting the Debtors in:
 - i. Structuring and effecting an Amendment; and
 - ii. Working with the Debtors in negotiating with existing lenders.

- g. If the Debtors pursue or cause any of their subsidiaries to pursue an Exchange Offer, assisting the Debtors and/or their subsidiaries in:
 - i. Structuring and effecting an Exchange Offer; and
 - ii. Negotiating with existing bondholders.

- h. Participating in presentations to the Debtors' Board of Directors (or any applicable committee thereof) in connection with any transaction contemplated by the Engagement Letter.

18. The Services that Evercore will provide to the Debtors are necessary to enable the Debtors to maximize the value of their estates. The Debtors believe that the Services will not duplicate the services that other professionals will be providing to the Debtors in the chapter 11 cases. Evercore will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid the unnecessary duplication of services.

Professional Compensation

19. In consideration of the Services to be provided by Evercore, and as more fully set forth in the Engagement Letter,³ subject to Court approval, the Debtors have agreed to pay Evercore in cash under the following fee structure (the “Fee and Expense Structure”):

- a. A monthly fee of \$250,000 (a “Monthly Fee”), payable on the 1st day of each month commencing November 1st, 2019 until the termination of Evercore’s engagement. All Monthly Fees actually paid under the Existing Agreement⁴ and \$125,000 per month of the Monthly Fees actually paid for the first four months under the Engagement Letter shall be credited (without duplication) against any Restructuring Fee, Sale Fee, Financing Advisory Fee, Financing Placement Fee, Amendment Fee or Exchange Offer Fee payable under the Engagement Letter; *provided* that in the event of a chapter 11 filing, any such credit of fees contemplated by this sentence shall only apply to the extent that all such Monthly Fees and transaction fees are approved in their entirety by the Court pursuant to a final order not subject to appeal and which order is acceptable to Evercore.
- b. A fee (a “Restructuring Fee”), payable upon the consummation of any Restructuring, of \$25,000,000.
- c. A fee (a “Sale Fee”) equal to:
 - i. For a Sale of all or a substantial portion of the Debtors’ Lummus Technology business segment, the product of (a) the Transaction Value of a Sale and (b) 1.0%.
 - ii. For any other Sale (including a Sale of all or substantially all of the assets or equity of the Debtors), the product of (a) the Transaction Value of a Sale and (b) 1.25%; *provided, however*, that the minimum Sale Fee payable on any individual Sale transaction pursuant to this clause will be \$4,000,000.

20% of any Sale Fee will be paid promptly upon the announcement of the associated Sale transaction, with the remaining 80% paid promptly upon consummation of the transaction, except for any Sale pursuant to

³ Capitalized terms used but not otherwise defined in this section have the meanings ascribed to such terms in the Engagement Letter.

⁴ The term “Existing Agreement” refers to that certain engagement agreement dated as of September 5, 2019, which was superseded by the Engagement Letter, under which Evercore received two installments of a \$250,000 monthly fee, totaling \$500,000.

proceedings under the Bankruptcy Code, for which the Sale Fee will be payable in full upon consummation of the Sale.

- d. A fee (a “Financing Advisory Fee”), payable upon consummation of any Financing (other than a DIP Financing) primarily led/syndicated by bank(s) other than Evercore, equal to the greater of (i) 50% of the total fees actually paid to such other bank(s) in connection with the Financing and (ii) the applicable percentage(s), as set forth in the table below:

Financing	As a Percentage of Financing Gross Proceeds
Indebtedness Secured by a First Lien	0.625%
Indebtedness Secured by a Second Lien or Unsecured	1.000%
Subordinated Debt, Equity or Equity-linked Securities/Obligations	1.625%

- e. A fee (a “Financing Placement Fee”), payable upon consummation of any Financing (other than a DIP Financing) led/placed by Evercore, equal to the applicable percentage(s), as set forth in the table below:

Financing	As a Percentage of Financing Gross Proceeds
Indebtedness Secured by a First Lien	1.250%
Indebtedness Secured by a Second Lien or Unsecured	2.000%
Subordinated Debt, Equity or Equity-linked Securities/Obligations	3.250%

- f. A fee (a “DIP Financing Fee”) in connection with any debtor-in-possession financing offered to the Debtors (“DIP Financing”), equal to 0.75% of the DIP Financing commitment, payable upon the execution of a commitment letter or other similar document in respect of such financing.
- g. A fee (an “Amendment Fee”) of \$4,000,000, payable upon the consummation of any Amendment; *provided* that only one Amendment Fee may be earned in any 12 month period.
- h. A fee (an “Exchange Offer Fee”), payable upon the consummation of any Exchange Offer, equal to:
- i. 0.5% of the principal amount of Unsecured Notes exchanged, redeemed or refinanced in such Exchange Offer, including any Notes repurchased contemporaneously as part of such exchange, redemption or refinancing, plus
 - ii. Up to 0.5% of the principal amount of Unsecured Notes exchanged, redeemed or refinanced in such Exchange Offer, including any

Notes repurchased contemporaneously as part of such exchange, redemption or refinancing, payable in whole or in part at the Debtors' sole discretion.

Up to 50% of any Exchange Offer Fee actually paid shall be credited (without duplication) against any Financing Placement Fee or Financing Advisory Fee payable on capital raised from holders of Unsecured Notes in connection with an Exchange Offer.

- i. In addition to any fees that may be payable to Evercore and regardless of whether any transaction occurs, the Debtors shall reimburse to Evercore on a monthly basis, and upon termination of the Engagement Letter, all documented reasonable out-of-pocket expenses, including travel and lodging, data processing and communications charges, courier services and other appropriate expenditures, including expenses of counsel, if any; *provided* that Evercore shall provide notice to the Debtors when total expenses for which reimbursement is sought exceed \$100,000, and at each interval of \$100,000 additional expenses thereafter; *provided, further*, that such notice shall in no way affect or limit the Debtors' obligations set forth on Schedule I attached to the Engagement Letter.

Up to 50% of any Sale Fee, Financing Advisory Fee, Amendment Fee, Exchange Offer Fee, or Financing Placement Fee shall be credited (without duplication) against any Restructuring Fee actually paid hereunder, after giving effect to any credit for Monthly Fees as described in paragraph 19(a) above, up to a maximum total credit of 35% of the gross Restructuring Fee; *provided*, that in the event of a Chapter 11 filing, any such credit shall only apply to the extent that all such Sale Fees, Financing Advisory Fees, Financing Placement Fees, Monthly Fees, Amendment Fees, Exchange Offer Fees, and Restructuring Fee are, to the extent applicable, approved in their entirety by the Court pursuant to a final order not subject to appeal and which order is acceptable to Evercore.

If a Restructuring and/or Sale is to be completed through a pre-packaged Plan or pre-arranged Plan (i) 50% of the fees pursuant to subparagraphs 19(b) and/or 19(c), as applicable, shall be earned and shall be payable, in the case of a pre-packaged Plan, upon the execution of definitive agreements or delivery of binding consents with respect to such Plan, and in the case of a pre-arranged Plan, upon obtaining support (*e.g.*, via a term sheet, restructuring support agreement or other agreement in principle documenting the key terms of such pre-arranged Plan) from one or more of the Debtors' key creditor classes that is sufficient to justify filing such pre-arranged Plan and (ii) the remainder of such fees shall be earned and shall be payable upon consummation of such Plan; *provided, further*, that in the event that Evercore is paid a fee in connection with a pre-packaged Plan or pre-arranged Plan, and such Plan is not thereafter consummated, then the portion of such fee previously paid to Evercore may be credited by the Debtors against any subsequent fee that becomes payable by the Debtors to Evercore under the Engagement Letter.

If the Company receives a commitment for any Financing (other than DIP Financing) some or all of which is made available to the Company on a delayed basis, 35% of the applicable Financing Advisory Fee or Financing Placement Fee for the delayed draw amount(s) will be payable upon consummation of the Financing and the remainder upon the amount(s) becoming available to the Company.

20. As set forth in the Declarations, Evercore has no agreement with any other entity to share with such entity any compensation received by Evercore in connection with the Debtors' chapter 11 cases, other than as permitted by Bankruptcy Code section 504.

The Fee and Expense Structure Is Appropriate and Reasonable and Should Be Approved Under Section 328(a) of the Bankruptcy Code

21. The Debtors believe that the Fee and Expense Structure is comparable to those generally charged by investment bankers of similar stature to Evercore for comparable engagements, both in and out of bankruptcy proceedings, and reflects a balance between a fixed, monthly fee, and a contingency amount, which are tied to the consummation and closing of the transactions and Services contemplated by the Parties in the Engagement Letter.

22. The Fee and Expense Structure summarized above and described fully in the Engagement Letter is consistent with Evercore's normal and customary billing practices for comparably sized and complex cases and transactions, both in and out-of-court, involving the Services to be provided in connection with the chapter 11 cases. Thus, the Parties believe that the Fee and Expense Structure is both reasonable and market-based.

23. To induce Evercore to represent the Debtors, the Fee and Expense Structure was established to reflect the difficulty of the extensive assignments Evercore has undertaken and expects to undertake and to account for the potential for an unfavorable outcome resulting from factors outside of Evercore's control.

24. The Parties negotiated the Fee and Expense Structure to function as an interrelated, integrated unit, in correspondence with Evercore's Services, which Evercore renders not in parts,

but as a whole. It would be contrary to the intention of the Parties for any isolated component of the Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of Evercore's Services. Instead, the Parties intend that Evercore's Services be considered as a whole that is to be compensated by the Fee and Expense Structure in its entirety.

25. The Debtors acknowledge and agree that Evercore's restructuring, strategic, and financial expertise as well as its capital markets knowledge, financing skills, restructuring capabilities, and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Evercore's engagement hereunder, were important factors in determining the Fee and Expense Structure, and the ultimate benefit to the Debtors of Evercore's Services hereunder could not be measured by reference to the number of hours to be expended by Evercore's professionals in the performance of such Services.

26. The Parties also acknowledge and agree that the Fee and Expense Structure has been agreed upon in anticipation that a substantial commitment of professional time and effort will be required of Evercore and its professionals hereunder and in light of the fact that (i) such commitment may foreclose other opportunities for Evercore and (ii) the actual time and commitment required of Evercore and its professionals to perform its Services hereunder may vary substantially from week to week and month to month, creating "peak load" issues for Evercore.

27. In light of the foregoing and given the numerous issues that Evercore may be required to address in the performance of its Services hereunder, Evercore's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Evercore's Services for engagements of this nature both in the in- and out-of-court contexts, the Debtors believe that the Fee and Expense Structure is fair and reasonable and market-based under the standards set forth in Bankruptcy Code section 328(a).

Modification of Compliance with Requirements Regarding Time Entry Detail

28. Consistent with its ordinary practice and the practice of investment bankers in other chapter 11 cases whose fee arrangements are typically not hours-based, Evercore does not ordinarily maintain contemporaneous time records in one-tenth hour increments (similar to those customarily kept by attorneys and required by the Complex Case Procedures) or provide or conform to a schedule of hourly rates for its professionals. Accordingly, Evercore requests that it be excused from such requirements. Instead, notwithstanding that Evercore does not charge for its services on an hourly basis, Evercore will maintain records (in summary format with 0.5 hour increments) of its services rendered for the Debtors, including descriptions of those services, the time expended in providing those services and the individuals who provided those services, and will present such records together with its fee applications filed with the Court. In addition, Evercore will maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in this case.

Payments to Evercore Prior to the Petition Date

29. Under the terms of Evercore's prepetition engagement, the Debtors were required to pay Evercore certain monthly fees and expense reimbursements. Evercore received \$43.1 million from the Debtors for fees and expense reimbursements, which includes \$100,000 paid on account of anticipated expenses, in connection with the prepetition engagement during the ninety days immediately preceding the Petition Date.

30. In total, within one year prior to the Petition Date, the Debtors paid Evercore \$59.9 million. As of the Petition Date, the Debtors did not owe Evercore for any fees or expenses incurred prior to the Petition Date.⁵

⁵ Evercore was engaged by the Debtors on or about May 15, 2017 for M&A services unrelated to these chapter 11 cases. That engagement ended in October 2017, and at the time Evercore was owed \$41,458 in

Indemnification Provisions

31. Pursuant to Schedule I to the Engagement Letter, the Debtors have agreed, among other things, to indemnify, hold harmless, and provide contribution and reimbursement to Evercore and its affiliates, counsel, and other professional advisors, and the respective directors, officers, controlling persons, agents, and employees of each of the foregoing under certain circumstances (the “Indemnification Obligations”).⁶

32. The Debtors and Evercore believe that the Indemnification Obligations are customary and reasonable for investment banking engagements, both out-of-court and in chapter 11 cases, and, as would be modified by the Order, reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

33. The terms and conditions of the Engagement Letter, including the Indemnification Obligations contained therein, were negotiated by the Debtors and Evercore at arm’s length and in good faith. The Debtors respectfully submit that the Indemnification Obligations contained in the Engagement Letter, viewed in conjunction with the other terms of Evercore’s proposed retention, are reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest in light of the fact that the Debtors require Evercore’s Services to maximize the value of their assets for their stakeholders. Accordingly, as part of this Application, the Debtors request that this Court

unreimbursed expenses. Evercore wrote off this amount prior to its current engagement by the Debtors and will waive any related claims in these chapter 11 cases.

⁶ Schedule I to the Engagement Letter provides, in part, that the Debtors will indemnify and hold harmless Evercore and each Indemnified Person (as defined in the Engagement Letter) from and against any losses, claims or proceedings, directly or indirectly related to or arising out of Evercore’s engagement, except to the extent that any such loss, claim, damage, liability or expense is finally judicially determined to have resulted primarily from such Indemnified Person’s gross negligence, bad faith or willful misconduct. To the extent that the description in this Application and the terms of Schedule I to the Engagement Letter are inconsistent, the terms of Schedule I to the Engagement Letter shall control.

approve the engagement pursuant to the terms contained in the Engagement Letter, including the Indemnification Obligations.

Evercore's Disinterestedness

34. To the best of the Debtors' knowledge and except to the extent disclosed herein and in the Declarations, Evercore is a "disinterested person" within the meaning of Bankruptcy Code section 101(14), as required by Bankruptcy Code section 327(a), and does not hold or represent an interest materially adverse to the Debtors' estates.

35. As set forth in further detail in the Declarations, Evercore has certain connections with creditors, equity security holders, and other parties-in-interest in the chapter 11 cases. All of these matters, however, are unrelated to the chapter 11 cases. The Debtors and Evercore do not believe that any of these matters represent an interest materially adverse to the Debtors' estates or otherwise create a conflict of interest regarding the Debtors or the chapter 11 cases.

36. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Evercore's retention are discovered or arise, Evercore will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Applicable Authority

37. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to court approval: "May employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist . . . in carrying out . . . duties under [the Bankruptcy Code]." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon section 327(a) of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such

person's employment by or representation of the debtor before the commencement of the case.”

11 U.S.C. § 1107(b).

38. In addition, the Debtors seek approval of engagement pursuant to the terms of the Engagement Letter (including, without limitation, the Fee and Expense Structure and the Indemnification Obligations in Schedule I attached thereto) pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327. . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of professionals, including investment bankers, on more flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin & Jenrette Sec. Corp. v. Nat’l Gypsum Co. (In re Nat’l Gypsum Co.)*, 123 F.3d 861 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862 (citations omitted), *cited in Riker, Danzig, Scherer, Hyland & Perretti LLP v. Official Comm. of Unsecured Creditors (In re Smart World Techs. LLC)*, 383 B.R. 869, 874 (S.D.N.Y. 2008). Owing to this inherent uncertainty, courts have approved similar arrangements that contain reasonable terms and conditions under section 328 of the Bankruptcy Code. *See, e.g., In re Chaparral Energy, Inc.*, No. 16-11144 (Bankr. D. Del. June 10, 2016); *In re Energy & Exp. Partners, Inc.*, No. 15-44931 (Bankr. N.D. Tex. Feb. 8, 2016). Furthermore, the Bankruptcy

Abuse Prevention and Consumer Protection Act of 2005 amended section 328(a) of the Bankruptcy Code by inserting “on a fixed or percentage fee basis,” after “hourly basis,” as cited above. This change makes clear that the Debtors are able to retain a professional on a fixed or percentage fee basis, such as the Fee and Expense Structure, with bankruptcy court approval.

39. The Engagement Letter appropriately reflects (a) the nature and scope of Services to be provided by Evercore, (b) Evercore’s substantial experience with respect to investment banking services, and (c) the fee structures typically utilized by Evercore and other leading investment bankers that do not bill their clients on an hourly basis.

40. Accordingly, the Debtors believe that Evercore’s retention on the terms and conditions proposed herein is appropriate.

Notice

41. Notice of the hearing on the relief requested in this Application will be provided by the Debtors in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as the Local Rules, and is sufficient under the circumstances. Without limiting the foregoing, due notice will be afforded, whether by facsimile, electronic mail, overnight courier, or hand delivery, to parties in interest, including: (a) the Office of the U.S. Trustee for the Southern District of Texas; (b) entities listed as holding the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) Credit Agricole Corporate and Investment Bank, 1301 Avenue of the Americas, New York, New York 10019, Attn: Ronald E. Spitzer, Kathleen Sweeney, and Yuri Tsyganov, as DIP LC Agent and as DIP Collateral Agent (each as defined in the DIP Credit Agreement) under the DIP Credit Agreement, as Revolving Administrative Agent and as Collateral Agent (the “Revolving Administrative Agent”) under that certain Superpriority Senior Secured Credit Agreement, dated as of October 21, 2019, and as Revolving and LC Administrative Agent and as Collateral Agent (the “Revolving and LC Administrative Agent”) under that certain

Credit Agreement, dated as of May 10, 2018; (d) Linklaters LLP, 1345 Avenue of the Americas, New York, New York 10105, Attn: Margot Schonholtz, Esq. and Penelope Jensen, Esq., counsel to the DIP LC Agent, the DIP Collateral Agent, the Revolving Administrative Agent, and the Revolving and LC Administrative Agent; (e) Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston, Texas 77002, Attn: William A. (Trey) Wood III, Esq., co-counsel to the DIP LC Agent, the DIP Collateral Agent, the Revolving Administrative Agent, and the Revolving and LC Administrative Agent; (f) the indenture trustee for each of the Debtors' unsecured notes, and counsel thereto; (g) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 6th Ave, New York, NY 10019, Attn: Andrew N. Rosenberg and Alice Belisle Eaton, and Brown Rudnick LLP, 7 Times Square, New York, NY 10036, Attn: Robert J. Stark and Bennett S. Silverberg, co-counsel to the Ad Hoc Group of Senior Noteholders; (h) Davis, Polk & Wardell LLP, 450 Lexington Ave., New York, NY 10017, Attn: Damian S. Schaible and Natasha Tsiouris, counsel to the Ad Hoc Group of Term Lenders; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (m) the state attorneys general for states in which the Debtors conduct business; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the proposed Order, granting the relief requested in this Application and granting such other and further relief as is appropriate under the circumstances.

Houston, Texas

Dated: February 19, 2020

/s/ John R. Castellano

John R. Castellano
Chief Transformation Officer
McDermott International, Inc.

Certificate of Service

I certify that on February 19, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

Exhibit A

Shah Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

)	
In re:	)	Chapter 11
)	
MCDERMOTT INTERNATIONAL, INC., <i>et al.</i> , ¹	)	Case No. 20-30336 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	

**DECLARATION OF ROOPESH SHAH
IN SUPPORT OF THE DEBTORS’ APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
EVERCORE GROUP L.L.C. AND EVERCORE PARTNERS INTERNATIONAL LLP
AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION**

I, Roopesh Shah, declare, pursuant to Bankruptcy Rule 2014(a), that:

1. I am a Senior Managing Director of Evercore Group L.L.C. (“Evercore Group”). I am authorized to execute this declaration on behalf of Evercore Group and Evercore Partners International LLP (“Evercore Partners”, and together with Evercore Group, “Evercore”). I submit this declaration in connection with the proposed employment and retention of Evercore as investment banker to the debtors and debtors in possession in the above-captioned cases (together, the “Debtors”) to perform the Services as set forth in the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Evercore Group L.L.C. and Evercore Partners International LLP as Investment Banker to the Debtors and Debtors in Possession* (the “Application”).² I submit this declaration in compliance with sections 105, 327, 328 and 1107(a) of the Bankruptcy Code and to provide the disclosure required under Bankruptcy Rules

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.primeclerk.com/McDermott>. The location of Debtor McDermott International, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 757 North Eldridge Parkway, Houston, Texas 77079.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

2014(a), 2016, and 5002. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have been informed of the matters set forth herein by other professionals at Evercore.

Evercore's Qualifications

2. Evercore has extensive experience and an excellent reputation in providing high quality financial advice and investment banking services to debtors and creditors in chapter 11 cases and other restructurings.

3. Established in 1996, Evercore is a leading independent investment banking advisory and investment management firm. Evercore's investment banking business includes its advisory business, which counsels multinational corporations on mergers and acquisitions, divestitures, special committee assignments, recapitalizations, restructurings and other strategic transactions. In addition, through its investment banking business, Evercore provides capital markets advice, underwrites securities, raises funds for financial sponsors, and offers equity research and agency-only equity securities trading for institutional investors. Evercore's investment management business includes private equity investing, institutional asset management and wealth management. Evercore and its affiliates serve a diverse set of clients around the world from its offices in New York, Boston, Chicago, Los Angeles, Washington D.C., San Francisco, Houston, Minneapolis, Palo Alto, Menlo Park, Singapore, Hong Kong, London, Aberdeen, Mexico City, Monterrey, São Paulo, and Rio De Janeiro. Since the beginning of 2000, Evercore's corporate advisory and restructuring advisory groups have advised on over \$2.0 trillion of transactions. Its restructuring professionals provide investment banking services in financially distressed situations, including advising debtors, creditors and other constituents in chapter 11 proceedings and out-of-court restructurings.

4. Evercore and its professionals have extensive experience working with financially troubled companies from a variety of industries in complex financial restructurings, both out-of-court and in chapter 11 cases. Evercore professionals have actively been retained as investment bankers in numerous cases, including, among others: *In re Southern Foods Group, LLC*, No. 19-36313 (Bankr. S.D. Tex. Dec. 6, 2019); *In re EP Energy Corporation*, No. 19-35654 (Bankr. S.D. Tex. Nov. 7, 2019); *In re Sheridan Holding Company II, LLC*, No. 19-35198 (Bankr. S.D. Tex. Nov. 6, 2019); *In re Vanguard Nat. Res., Inc.*, No. 19-31786 (Bankr. S.D. Tex. June 5, 2019); *In re Jones Energy, Inc.*, No. 19-32112 (Bankr. S.D. Tex. May 15, 2019).

5. Since August 2019, Evercore has worked closely with the Debtors' management team, creditors, and other professionals and advisors in exploring various financing alternatives and otherwise assisting in the Debtors' restructuring efforts—including, most recently, in preparing for the commencement of these chapter 11 cases. As a result of its active engagement in these processes, Evercore is now familiar with the Debtors' financial affairs, debt structure, business operations, capital structure, key stakeholders, financing documents, and related matters. Evercore's pre- and postpetition work for the Debtors has included, but has not been limited to, reviewing and analyzing the Debtors' business, operations, and financial projections, communicating with lenders, other stakeholders, and their advisors, and advising and assisting the Debtors in marketing certain of the Debtors' technology assets and negotiating the terms of a comprehensive restructuring framework.

6. In particular, and as discussed further in the First Day Declarations, Evercore was retained prior to the Petition Date to, among other things, explore strategic and financial bids for the sale of the Debtors' technology business (the "Technology Business," and such sale, the "Technology Business Sale"), for which the Debtors ultimately achieved a signed

stalking-horse agreement for the sale thereof, and alternatives for addressing the Debtors' capital structure. In parallel, the Debtors, with the assistance of Evercore, engaged with certain of their prepetition secured lenders (the "Superpriority Lenders") to obtain commitments for a \$1.7 billion superpriority senior secured credit facility (the "Superpriority Facility"), avoiding what would have been a freefall chapter 11 filing that could have resulted in immediate liquidation. Following execution of the Superpriority Facility, Evercore continued to play an instrumental role in assisting the Debtors in ultimately accessing a subsequent tranche of capital thereunder, including: (a) preparing ad hoc analyses in connection with the Debtors' deliverance of a revised business plan (as required by the Superpriority Lenders); (b) engaging in negotiations with an ad hoc group of bondholders to secure the forbearance of acceleration rights under a related notes indenture, in connection with the Debtors' decision to forgo a scheduled interest payment thereunder; and (c) engaging with the Superpriority Lenders, bondholders, letters of credit ("LCs") issuing banks, and preferred stockholders to seek further consents, waivers of covenant defaults and amendments under related prepetition credit, LC, and shareholder agreements, as applicable, to allow for the Debtors' encumbrance of debt under the Superpriority Facility.

7. With the time afforded by these consents, waivers, and amendments, Evercore assisted the Debtors in negotiations with the Consenting Stakeholders (as defined in the Debtors' *Amended Joint Prepackaged Chapter 11 Plan of Reorganization of McDermott International, Inc. and its Debtor Affiliates* [Docket No. 121] (as may be further amended, supplemented, or modified from time to time prior to the date hereof, the "Plan")) for a consensual comprehensive deleveraging restructuring transaction. With Evercore's assistance, the Debtors and the Consenting Stakeholders reached a binding agreement on all material terms of the Plan, including the post-emergence capital structure, equity allocation, and other key business terms, prior to the

Petition Date. In addition, Evercore assisted the Debtors in obtaining over \$2.4 billion of post-emergence committed secured LC capacity, which will provide the necessary credit support to execute the Debtors' business plan.

8. Due to the Debtors' postpetition needs for new term facility borrowings to fund ongoing operations and LC capacity to secure new project bids, Evercore assisted the Debtors with the postpetition debtor in possession ("DIP") financing process (which was successful in realizing DIP financing on an interim basis). To that end, Evercore initially solicited proposals for DIP financing from 13 potential lenders, including large commercial and investment banks and other sophisticated, alternative investment institutions. Of the 13 potential lenders, only four requested and executed a non-disclosure agreement. Each was given access to the Debtors' diligence materials. After that, only one ultimately made a DIP financing proposal. In light of the pricing and terms Evercore received from the DIP marketing process, the Debtors concluded, in consultation with Evercore, that the best and least costly approach was to continue to negotiate the terms of a DIP facility with the Superpriority Lenders.

9. Evercore's efforts were crucial in extending the runway needed by the Debtors to collaborate with their prepetition stakeholders regarding the terms of a comprehensive restructuring transaction embodied in the Debtors' fully consensual, prepackaged chapter 11 plan of reorganization and a smooth transition into these chapter 11 cases.

10. Consequently, Evercore has developed relevant experience and expertise regarding the Debtors and their current situation and is thus well-qualified to provide the required services in the chapter 11 cases.

11. If the Application is approved, several Evercore personnel, all with substantial expertise in the areas discussed above, will continue to provide Services to the Debtors. Such

personnel will work closely with the Debtors' management and other professionals throughout the reorganization process. By virtue of its extensive experience and its prepetition representation of the Debtors, Evercore is well-qualified to provide Services to and represent the Debtors' interests in the chapter 11 cases.

12. Evercore believes that its Services will not duplicate the services that other professionals will be providing to the Debtors in the chapter 11 cases. Evercore will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid unnecessary duplication of services.

Professional Compensation

13. In consideration of the Services to be provided by Evercore, and as more fully set forth in the Engagement Letter,³ subject to Court approval, the Debtors have agreed to pay Evercore in cash under the following fee structure (the "Fee and Expense Structure"):

- a. A monthly fee of \$250,000 (a "Monthly Fee"), payable on the 1st day of each month commencing November 1st, 2019 until the termination of Evercore's engagement. All Monthly Fees actually paid under the Existing Agreement⁴ and \$125,000 per month of the Monthly Fees actually paid for the first four months under the Engagement Letter shall be credited (without duplication) against any Restructuring Fee, Sale Fee, Financing Advisory Fee, Financing Placement Fee, Amendment Fee or Exchange Offer Fee payable under the Engagement Letter; *provided* that in the event of a chapter 11 filing, any such credit of fees contemplated by this sentence shall only apply to the extent that all such Monthly Fees and transaction fees are approved in their entirety by the Court pursuant to a final order not subject to appeal and which order is acceptable to Evercore.

³ The summaries contained in the Application are qualified in their entirety by the provisions of the Engagement Letter referenced. To the extent anything in the Application is inconsistent with the Engagement Letter, the terms of the Engagement Letter shall control. Capitalized terms used but not otherwise defined in this section have the meanings ascribed to such terms in the Engagement Letter.

⁴ The term "Existing Agreement" refers to that certain engagement agreement dated as of September 5, 2019, which was superseded by the Engagement Letter, under which Evercore received two installments of a \$250,000 monthly fee, totaling \$500,000.

- b. A fee (a “Restructuring Fee”), payable upon the consummation of any Restructuring, of \$25,000,000.
- c. A fee (a “Sale Fee”) equal to:
- i. For a Sale of all or a substantial portion of the Debtors’ Lummus Technology business segment, the product of (a) the Transaction Value of a Sale and (b) 1.0%.
 - ii. For any other Sale (including a Sale of all or substantially all of the assets or equity of the Debtors), the product of (a) the Transaction Value of a Sale and (b) 1.25%; *provided, however*, that the minimum Sale Fee payable on any individual Sale transaction pursuant to this clause will be \$4,000,000.

20% of any Sale Fee will be paid promptly upon the announcement of the associated Sale transaction, with the remaining 80% paid promptly upon consummation of the transaction, except for any Sale pursuant to proceedings under the Bankruptcy Code, for which the Sale Fee will be payable in full upon consummation of the Sale.

- d. A fee (a “Financing Advisory Fee”), payable upon consummation of any Financing (other than a DIP Financing) primarily led/syndicated by bank(s) other than Evercore, equal to the greater of (i) 50% of the total fees actually paid to such other bank(s) in connection with the Financing and (ii) the applicable percentage(s), as set forth in the table below:

Financing	As a Percentage of Financing Gross Proceeds
Indebtedness Secured by a First Lien	0.625%
Indebtedness Secured by a Second Lien or Unsecured	1.000%
Subordinated Debt, Equity or Equity-linked Securities/Obligations	1.625%

- e. A fee (a “Financing Placement Fee”), payable upon consummation of any Financing (other than a DIP Financing) led/placed by Evercore, equal to the applicable percentage(s), as set forth in the table below:

Financing	As a Percentage of Financing Gross Proceeds
Indebtedness Secured by a First Lien	1.250%
Indebtedness Secured by a Second Lien or Unsecured	2.000%
Subordinated Debt, Equity or Equity-linked Securities/Obligations	3.250%

- f. A fee (a “DIP Financing Fee”) in connection with any debtor-in-possession financing offered to the Debtors (“DIP Financing”), equal to 0.75% of the DIP Financing commitment, payable upon the execution of a commitment letter or other similar document in respect of such financing.
- g. A fee (an “Amendment Fee”) of \$4,000,000, payable upon the consummation of any Amendment; *provided* that only one Amendment Fee may be earned in any 12 month period.
- h. A fee (an “Exchange Offer Fee”), payable upon the consummation of any Exchange Offer, equal to:
 - i. 0.5% of the principal amount of Unsecured Notes exchanged, redeemed or refinanced in such Exchange Offer, including any Notes repurchased contemporaneously as part of such exchange, redemption or refinancing, plus
 - ii. Up to 0.5% of the principal amount of Unsecured Notes exchanged, redeemed or refinanced in such Exchange Offer, including any Notes repurchased contemporaneously as part of such exchange, redemption or refinancing, payable in whole or in part at the Debtors’ sole discretion.

Up to 50% of any Exchange Offer Fee actually paid shall be credited (without duplication) against any Financing Placement Fee or Financing Advisory Fee payable on capital raised from holders of Unsecured Notes in connection with an Exchange Offer.

- i. In addition to any fees that may be payable to Evercore and regardless of whether any transaction occurs, the Debtors shall reimburse to Evercore on a monthly basis, and upon termination of the Engagement Letter, all documented reasonable out-of-pocket expenses, including travel and lodging, data processing and communications charges, courier services and other appropriate expenditures, including expenses of counsel, if any; *provided* that Evercore shall provide notice to the Debtors when total expenses for which reimbursement is sought exceed \$100,000, and at each interval of \$100,000 additional expenses thereafter; *provided, further*, that such notice shall in no way affect or limit the Debtors’ obligations set forth on Schedule I attached to the Engagement Letter.

Up to 50% of any Sale Fee, Financing Advisory Fee, Amendment Fee, Exchange Offer Fee, or Financing Placement Fee shall be credited (without duplication) against any Restructuring Fee actually paid hereunder, after giving effect to any credit for Monthly Fees as described in paragraph 13(a) above, up to a maximum total credit of 35% of the gross Restructuring Fee; *provided* that in the event of a Chapter 11 filing, any such credit shall only apply to the extent that all such Sale Fees, Financing Advisory Fees, Financing Placement Fees, Monthly

Fees, Amendment Fees, Exchange Offer Fees, and Restructuring Fee are, to the extent applicable, approved in their entirety by the Court pursuant to a final order not subject to appeal and which order is acceptable to Evercore.

If a Restructuring and/or Sale is to be completed through a pre-packaged Plan or pre-arranged Plan (i) 50% of the fees pursuant to subparagraphs 13(b) and/or 13(c), as applicable, shall be earned and shall be payable, in the case of a pre-packaged Plan, upon the execution of definitive agreements or delivery of binding consents with respect to such Plan, and in the case of a pre-arranged Plan, upon obtaining support (*e.g.*, via a term sheet, restructuring support agreement or other agreement in principle documenting the key terms of such pre-arranged Plan) from one or more of the Debtors' key creditor classes that is sufficient to justify filing such pre-arranged Plan and (ii) the remainder of such fees shall be earned and shall be payable upon consummation of such Plan; *provided, further*, that in the event that Evercore is paid a fee in connection with a pre-packaged Plan or pre-arranged Plan, and such Plan is not thereafter consummated, then the portion of such fee previously paid to Evercore may be credited by the Debtors against any subsequent fee that becomes payable by the Debtors to Evercore under the Engagement Letter.

If the Company receives a commitment for any Financing (other than DIP Financing) some or all of which is made available to the Company on a delayed basis, 35% of the applicable Financing Advisory Fee or Financing Placement Fee for the delayed draw amount(s) will be payable upon consummation of the Financing and the remainder upon the amount(s) becoming available to the Company.

14. Evercore believes that the Fee and Expense Structure is comparable to those generally charged by investment bankers of similar stature to Evercore for comparable engagements, both in and out of bankruptcy proceedings, and reflects a balance between a fixed, monthly fee, and a contingency amount, which are tied to the consummation and closing of the transactions and Services contemplated by the Parties in the Engagement Letter.

15. The Fee and Expense Structure summarized above and described fully in the Engagement Letter is consistent with Evercore's normal and customary billing practices for comparably sized and complex cases and transactions, both in and out-of-court, involving the Services to be provided in connection with the chapter 11 cases. Thus, the Parties believe that the Fee and Expense Structure is both reasonable and market-based.

16. To induce Evercore to represent the Debtors, the Fee and Expense Structure was established to reflect the difficulty of the extensive assignments Evercore has undertaken and expects to undertake and to account for the potential for an unfavorable outcome resulting from factors outside of Evercore's control.

17. The Parties negotiated the Fee and Expense Structure to function as an interrelated, integrated unit, in correspondence with Evercore's Services, which Evercore renders not in parts, but as a whole. It would be contrary to the intention of the Parties for any isolated component of the Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of Evercore's Services. Instead, the Parties intend that Evercore's Services be considered as a whole that is to be compensated by the Fee and Expense Structure in its entirety.

18. Evercore's restructuring expertise, as well as its capital markets knowledge, financing skills and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Evercore's engagement hereunder, were important factors in determining the Fee and Expense Structure, and the ultimate benefit to the Debtors of Evercore's Services provided hereunder could not be measured by a reference to the number of hours to be expended by Evercore's professionals.

19. The Fee and Expense Structure has been agreed upon by the Parties in anticipation that a substantial commitment of professional time and effort will be required of Evercore and its professionals and in light of the fact that (a) such commitment may foreclose other opportunities for Evercore and (b) the actual time and commitment required of Evercore and its professionals to perform its Services may vary substantially from week to week and month to month, creating "peak load" issues for Evercore.

Modification of Compliance with Requirements Regarding Time Entry Detail

20. Consistent with its ordinary practice and the practice of investment bankers in other chapter 11 cases whose fee arrangements are typically not hours-based, Evercore does not ordinarily maintain contemporaneous time records in one-tenth hour increments (similar to those customarily kept by attorneys and required by the Complex Case Procedures) or provide or conform to a schedule of hourly rates for its professionals. Accordingly, Evercore requests that it be excused from such requirements. Instead, notwithstanding that Evercore does not charge for its services on an hourly basis, Evercore will maintain records (in summary format with 0.5 hour increments) of its services rendered for the Debtors, including descriptions of those services, the time expended in providing those services and the individuals who provided those services, and will present such records together with its fee applications filed with the Court. In addition, Evercore will maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in this case.

Evercore's Disinterestedness

21. In connection with its proposed retention by the Debtors in the chapter 11 cases, Evercore undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Evercore obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties-in-interest in the chapter 11 cases ("Potential Parties-in-Interest"), and such parties are listed on **Schedule A-1** annexed hereto.

22. To the best of my knowledge and belief, Evercore has not represented any Potential Parties-in-Interest in connection with matters relating to the Debtors, their estates, assets, or businesses and will not represent other entities which are creditors of, or have other relationships

to, the Debtors in matters relating to the chapter 11 cases except as set forth herein and in **Schedule A-2** attached hereto.

23. To the best of my knowledge, no individual assignment described in **Schedule A-2** accounts for more than approximately 1.3% of Evercore's gross annual revenue.

24. Under the terms of Evercore's prepetition engagement, the Debtors were required to pay Evercore certain monthly fees and expense reimbursements. Evercore received \$43.1 million from the Debtors for fees and expense reimbursements, which includes \$100,000 paid on account of anticipated expenses, in connection with the prepetition engagement during the ninety days immediately preceding the Petition Date.

25. In total, within one year prior to the Petition Date, the Debtors paid Evercore \$59.9 million. As of the Petition Date, the Debtors did not owe Evercore for any fees or expenses incurred prior to the Petition Date.⁵

26. Evercore provides financial advice and investment banking services to an array of clients on mergers and acquisitions, divestitures, special committee assignments, recapitalizations, restructurings and other strategic transactions. As a result, Evercore has represented, and may in the future represent, certain Potential Parties-in-Interest in matters unrelated to the chapter 11 cases, either individually or as part of representation of a committee of creditors or interest holders. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these representations are adverse to the Debtors' interests.

⁵ Evercore was engaged by the Debtors on or about May 15, 2017 for M&A services unrelated to these chapter 11 cases. That engagement ended in October 2017, and at the time Evercore was owed \$41,458 in unreimbursed expenses. Evercore wrote off this amount prior to its current engagement by the Debtors and will waive any related claims in these chapter 11 cases.

27. To the best of my knowledge and belief, neither Evercore nor I, nor any other employee of Evercore that will work on the Debtors' engagement, has any connection with or holds any interest adverse to the Debtors, their estates or the Potential Parties-in-Interest, except (i) as set forth in **Schedule A-2** and (ii) as otherwise set forth below:

- a. Before the commencement of these cases, Evercore rendered prepetition services to the Debtors. As noted above, although Evercore's records indicate that it is not owed any amounts in respect of prepetition services provided to the Debtors, it is possible that certain expenses that were incurred by Evercore, and that are reimbursable under the terms of the Engagement Letter, were not yet reflected on Evercore's books and records as of the Petition Date. Upon entry of the order approving the Application, Evercore will waive any claim for such unreimbursed expenses in excess of amounts paid to Evercore prepetition.
- b. Evercore is a large investment banking firm and has likely provided services unrelated to the Debtors for companies and individuals that have conducted business in the past and/or currently conduct business with the Debtors, and who may be creditors of the Debtors. To the best of my knowledge, information, and belief, Evercore's services to these parties did not and do not specifically relate to, or have any direct connection with, the Debtors, their estates or the chapter 11 cases. In connection therewith, specific disclosures are attached hereto on **Schedule A-2**.
- c. As part of its diverse practice, Evercore appears in numerous cases, proceedings and transactions involving attorneys, accountants, investment bankers, financial advisors and financial consultants, some of whom may represent claimants and parties-in-interest in the chapter 11 cases. Furthermore, Evercore has in the past been, and may in the future be, represented by attorneys and law firms in the legal community, some of whom may be involved in these proceedings. In addition, Evercore has in the past worked, and likely will in the future be working, with or opposite other professionals involved in these cases in matters unrelated to these cases. Based on my current knowledge of the professionals involved, and to the best of my knowledge, none of these business relationships constitute interests materially adverse to the Debtors in the matters upon which Evercore is to be employed.
- d. Evercore also operates an Institutional Equities ("**IE**") business. As part of its regular business operations as an introducing broker, IE is engaged in sales, trading and research activities with its institutional clients, some of which may be creditors, equity holders or other parties-in-interest in these cases. Some of these IE clients may now or in the future hold debt or equity securities of the Debtors or other parties-in-interest in these cases. There is

an information barrier in place between the investment bank and IE. Evercore has in place compliance procedures to ensure that no confidential or non-public information concerning the Debtors has or will be available to employees of IE.

- e. Evercore has a U.S. affiliate that is in the asset management business: Evercore Wealth Management, LLC (“EWM”). As part of its regular business operations, EWM, a registered investment advisor with the U.S. Securities and Exchange Commission, acts as an investment advisor (whether on a discretionary or non-discretionary basis) for its clients. Such clients may be creditors, equity holders or other parties in interest in these chapter 11 cases. Some of these client accounts may now or in the future hold debt or equity securities of the Debtors or other parties in interest in these chapter 11 cases. There is an information barrier in place between Evercore, on the one hand, and EWM, on the other, and Evercore has in place compliance procedures to ensure that no confidential or non-public information concerning the Debtors has or will be available to employees of EWM. Evercore’s parent company also invests, directly or indirectly, in securities issued by various companies, which may include creditors, equity holders, or other parties in interest in these chapter 11 cases; however, the parent company does not hold any equity or debt securities issued by the Debtors or their affiliates, nor will it acquire any such securities while Evercore remains employed by the Debtors.
- f. Evercore also has several affiliated private equity funds (the “Funds”). The Funds invest, directly or indirectly, in securities issued by various companies, which may include creditors, equity holders or other parties-in-interest in these cases; however, the Funds do not hold any equity or debt securities issued by the Debtors or their affiliates, nor will they acquire any such securities while Evercore remains employed by the Debtors. Certain institutional investors that are limited partners in the Funds also may be creditors, equity holders or other parties-in-interest in the chapter 11 cases. In addition, the Funds may be co-investors with interested parties in these cases in certain investments. Evercore does not believe that these potential relationships create a conflict of interest regarding the Debtors or the chapter 11 cases.
- g. Certain professionals employed by Evercore may have mortgages, consumer loans, investment, brokerage accounts, or other banking, brokerage, or other customer relationships with institutions that are creditors, equity holders or other parties-in-interest in the chapter 11 cases or with funds sponsored by or affiliated with such parties. Evercore does not believe that these relationships create a conflict of interest regarding the Debtors or their chapter 11 cases.
- h. Certain professionals employed by Evercore may hold, directly or indirectly, debt or equity securities issued by, or other economic interests

in, creditors, equity holders or other parties-in-interest in the chapter 11 cases. To the best of my knowledge, (i) none of these professionals' holdings would be considered material from the perspective of the issuers of such securities, and (ii) except as set forth in **Schedule A-2** attached hereto, no professional employed by Evercore holds an interest in debt or equity securities issued by the Debtors.

- i. Certain professionals presently employed by Evercore were formerly employed by other investment banking, financial services or other professional services firms that are among, or represent other parties that are among, the debtors, creditors, equity holders or other parties-in-interest in the chapter 11 cases. While employed by other firms, certain professionals presently employed by Evercore may have represented creditors, equity holders or other parties-in-interest in the chapter 11 cases in connection with matters unrelated to the Debtors and the chapter 11 cases. Evercore does not believe that these matters create a conflict of interest regarding the Debtors or the chapter 11 cases.

28. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, except as set forth above and subject to the information set forth elsewhere in this Declaration and in the attached schedules, Evercore has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, the chapter 11 cases. Evercore will, however, continue to provide professional services to entities or persons that may be creditors or equity security holders of the Debtors or interested parties in the chapter 11 cases; *provided* that such services do not relate to, or have any direct connection with, the chapter 11 cases or the Debtors.

29. I am not related or connected to and, to the best of my knowledge, no other professional of Evercore who will work on this engagement is related or connected to, any United States Bankruptcy Judge for the Southern District of Texas, any of the District Judges for the Southern District of Texas who handle bankruptcy cases, or any employee in the Office of the United States Trustee for the Southern District of Texas.

30. To the best of my knowledge, Evercore has no agreement with any other entity to share with such entity any compensation received by Evercore in connection with the Debtors' bankruptcy cases, other than as permitted by Bankruptcy Code section 504.

31. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, none of Evercore, I, nor any employee of Evercore who will work on the engagement, holds or represents any interest adverse to the Debtors or their estates, and Evercore is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), in that Evercore, and its professionals and employees who will work on the engagement:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. were not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer or employee of the Debtors; and
- c. do not have an interest materially adverse to the interest of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

32. If Evercore discovers additional information that requires disclosure, Evercore will use reasonable efforts to file promptly supplemental disclosure with this Court as required by Bankruptcy Rule 2014.

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

Dated: February 19, 2020

By: /s/ Roopesh Shah
Roopesh Shah
Senior Managing Director
Evercore Group L.L.C.

Schedule A-1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Banks
1(b)	Benefit Providers
1(c)	Bondholders
1(d)	Current Officers & Directors
1(e)	Debtor Professionals
1(f)	Equity Owners
1(g)	Forbearance Signees
1(h)	Former Officers & Directors
1(i)	Insurance Providers
1(j)	Joint Venture Partners
1(k)	Known Affiliates - JV
1(l)	LC Issuing Banks
1(m)	Legal Entities
1(n)	Prospective Buyers / Bidders
1(o)	Rx Professional Service Providers to Creditors
1(p)	Secured Holders / Revolver
1(q)	Senior Note Holders
1(r)	Significant Customers
1(s)	Significant Litigation Claimants
1(t)	Surety Bonds
1(u)	Taxing Authorities
1(v)	TLB Holders
1(w)	Trustee / Agents
1(x)	Utility Providers
1(y)	Vendors
1(z)	Bankruptcy Court Personnel

Potential Parties in Interest

All Interested Parties	Category
ABN Amro Bank	Banks
Alliance Bank Malaysia	Banks
ANZ Bank	Banks
Banco Bradesco SA	Banks
Banco Davivienda Honduras	Banks
Banco de Chile	Banks
Banco de Crédito del Perú	Banks
Banco de Fomento Angola SA	Banks
Banco de Guayaquil SA	Banks
Banco de la Nación	Banks
Banco General	Banks
Banco Popular República Dominicana	Banks
Banco Santander SA	Banks
Bank Mendes Gans	Banks
Bank of America	Banks
Bank of Bahrain & Kuwait	Banks
Bank of China Ltd.	Banks
Bank of Montreal	Banks
Bank of the Philippine Islands	Banks
Bank of Tokyo Mitsubishi UFJ, The	Banks
BBVA SA	Banks
BNP Paribas	Banks
Caribbean Mercantile Bank Ltd.	Banks
China CITIC Bank	Banks
China Construction Bank Corp.	Banks
China Merchants Bank	Banks
Citibank	Banks
Citizens Financial Group Inc.	Banks
Commercial Bank of Dubai	Banks
Commerzbank AG	Banks
Deutsche Bank AG	Banks
Erste & Steiermaerkische Bank	Banks
First Heartland Bank	Banks
Harris Bank	Banks
HSBC Bank	Banks
ICICI Bank	Banks
Indian Bank	Banks
ING Bank	Banks
ING Bank Moscow	Banks

All Interested Parties	Category
K&H Bank	Banks
Korea Exchange Bank	Banks
Kotak Mahindra Bank	Banks
Kuwait Finance House Bahrain	Banks
Lloyds Bank	Banks
Mashreq Bank	Banks
Mercantil Commercebank	Banks
National Bank of Abu Dhabi	Banks
National Bank of Bahrain	Banks
National Bank of Kuwait	Banks
National Westminster Bank	Banks
ProCredit Bank a.d.	Banks
PT Bank Mandiri	Banks
QNB Alahli Bank Egypt	Banks
Raiffeisenbank	Banks
Regions Bank	Banks
Republic Bank Suriname NV	Banks
Riyad Bank	Banks
Royal Bank of Trinidad & Tobago Ltd.	Banks
SAMBA Financial Group	Banks
Saudi British Bank	Banks
Saudi British Bank Riyadh	Banks
Saudi Hollandi Bank	Banks
Scotiabank	Banks
Standard Bank	Banks
Standard Bank of South Africa Ltd.	Banks
Standard Chartered Bank	Banks
TBC Bank	Banks
UniCredit Bank	Banks
Union Bank	Banks
United Overseas Bank	Banks
Vijaya Bank	Banks
Yes Bank	Banks
Aegon	Benefit Providers
AIRINC	Benefit Providers
AON	Benefit Providers
Avéro Achmea	Benefit Providers
AVIVA Group Life Insurance	Benefit Providers
AXA	Benefit Providers

All Interested Parties	Category
Buck Consultants Inc.	Benefit Providers
Buck Consultants Inc.	Benefit Providers
Buck Consultants LLC, Singapore Branch	Benefit Providers
Buck Consultants Ltd.	Benefit Providers
Buck Global LLC	Benefit Providers
BUPA Global	Benefit Providers
Calvetti Ferguson	Benefit Providers
Carerix	Benefit Providers
Carerix	Benefit Providers
Cigna Global Health Benefits	Benefit Providers
Discovery Benefits	Benefit Providers
ECA International Inc.	Benefit Providers
Equifax	Benefit Providers
Fidelity Guards Pty. Ltd.	Benefit Providers
Fidelity Investment Canada Inc.	Benefit Providers
Fidelity Investments Institutional Operations Co. Inc.	Benefit Providers
Fidelity Search Enterprises	Benefit Providers
Gables Corporate Accommodations, Atlanta	Benefit Providers
Generali Group Income Protection Insurance	Benefit Providers
Generali Life Assurance Philippines Inc.	Benefit Providers
Generali Pojistovna	Benefit Providers
Great Eastern Life Assurance (M) Bhd.	Benefit Providers
Great Eastern Life Assurance (Malaysia) Berhad	Benefit Providers
Great Eastern Life Assurance Co. Ltd.	Benefit Providers
Great Eastern Shipping Co. Ltd., The	Benefit Providers
Health Advocate	Benefit Providers
Health Advocate	Benefit Providers
HomeCorp Relocation & Real Estate Services	Benefit Providers
Icuta	Benefit Providers
Impact Learning & Development Inc.	Benefit Providers
InfoArmor	Benefit Providers
IPJSC Ingosstrakh	Benefit Providers
Linkage Inc.	Benefit Providers
Linkage Inc.	Benefit Providers
Linkage Inc.	Benefit Providers
Linkage Inc.	Benefit Providers
Mercer Human Resource Consulting	Benefit Providers
MetLife	Benefit Providers
MetLife Dental	Benefit Providers
Mosby, Lance	Benefit Providers

All Interested Parties	Category
MultiSport Benefit SRO	Benefit Providers
National Insurance Co. Ltd.	Benefit Providers
NuCompass	Benefit Providers
Oman Insurance Co.	Benefit Providers
Optum	Benefit Providers
OptumRx	Benefit Providers
Paramount Transportation Systems Inc.	Benefit Providers
PBI Inc.	Benefit Providers
PlanSource Benefits Administration Inc.	Benefit Providers
PlanSource Benefits Administration Inc.	Benefit Providers
Prudential Financial Inc.	Benefit Providers
Recruitment & Employment Confederation	Benefit Providers
RESO-Garantia Insurance PJSC	Benefit Providers
Skillsoft	Benefit Providers
Sodexo SVC India Pvt. Ltd.	Benefit Providers
Sul América	Benefit Providers
Sun Life	Benefit Providers
TPS Alert	Benefit Providers
UnifyHR	Benefit Providers
United HealthCare Services Inc.	Benefit Providers
UnitedHealthcare Global	Benefit Providers
Weichert	Benefit Providers
Weight Watchers	Benefit Providers
Willis Towers Watson	Benefit Providers
Caius Capital Master Fund	Bondholders
Capital Research & Management Co.	Bondholders
Loomis Sayles & Co. LP	Bondholders
Mason Capital Management LLC	Bondholders
Alexander, Forbes I. J.	Current Officers & Directors
Barril, Philippe	Current Officers & Directors
Bookout, John F., III	Current Officers & Directors
Dickson, David	Current Officers & Directors
Flury, L. Richard	Current Officers & Directors
Freeman, John M.	Current Officers & Directors
Kissel, W. Craig	Current Officers & Directors
Krummel, Christopher A.	Current Officers & Directors
Luquette, Gary P.	Current Officers & Directors
Miller, James H.	Current Officers & Directors

All Interested Parties	Category
Schumann, William H., III	Current Officers & Directors
Shafer-Malicki, Mary	Current Officers & Directors
Spence, Stuart	Current Officers & Directors
Williams, Marsha C.	Current Officers & Directors
Wolford, Kimberly J.	Current Officers & Directors
AlixPartners LLP	Debtor Professionals
AlixPartners LLP	Debtor Professionals
AlixPartners LLP	Debtor Professionals
AlixPartners LLP	Debtor Professionals
Kirkland & Ellis	Debtor Professionals
BlackRock Institutional Trust Co.	Equity Owners
Chatterjee Management Co.	Equity Owners
Vanguard Group, The	Equity Owners
Avenue Europe International Management LP	Forebearance Signees
Capital Research & Management Co.	Forebearance Signees
First Pacific Advisors LLC	Forebearance Signees
Loomis, Sayles & Co. LP	Forebearance Signees
Mangrove Partners	Forebearance Signees
Mason Capital Management LLC	Forebearance Signees
Austin, Linh	Former Officers & Directors
Brann, Gentry	Former Officers & Directors
Brown, Roger A.	Former Officers & Directors
Carlson, Gary L.	Former Officers & Directors
Christaldi, Joseph	Former Officers & Directors
Coscio, Mark A.	Former Officers & Directors
Cummins, Scott Vincent	Former Officers & Directors
Cuthbertson, Hugh John	Former Officers & Directors
De Bruijn, Leonard	Former Officers & Directors
Duncan, Tony	Former Officers & Directors
Elders, Perry L.	Former Officers & Directors
Gunnion, Neil S.	Former Officers & Directors
Hanks, Stephen G.	Former Officers & Directors
Hargrove, Kevin L.	Former Officers & Directors
Heo, Richard W.	Former Officers & Directors
Hernandez, Yabel de	Former Officers & Directors
Hinrichs, Liana K.	Former Officers & Directors

All Interested Parties	Category
Janzen, Kelly	Former Officers & Directors
Johnson, Stephen M.	Former Officers & Directors
Kaeser, Erich	Former Officers & Directors
Kawash, Tareq F.	Former Officers & Directors
Kennefick, Jonathan T.	Former Officers & Directors
Lawrence, Tyrone P.	Former Officers & Directors
Leys, Andrew	Former Officers & Directors
Mackie, Thomas	Former Officers & Directors
McCarthy, Daniel M.	Former Officers & Directors
McCormack, John T.	Former Officers & Directors
McWilliams, Damon Bradley	Former Officers & Directors
Mitchell, Stewart A.	Former Officers & Directors
Mukherjee, Samik	Former Officers & Directors
Munro, Scott	Former Officers & Directors
Murray, Katherine A.	Former Officers & Directors
Oldham, Steven D.	Former Officers & Directors
Prescott, Ian Francis	Former Officers & Directors
Savarino, Dominic A.	Former Officers & Directors
Stumpf, Robert E.	Former Officers & Directors
Trice, David A.	Former Officers & Directors
ACE American Insurance Co.	Insurance Providers
AIG Europe Ltd.	Insurance Providers
AIG Specialty Insurance Co.	Insurance Providers
Allied World Assurance Co. Ltd.	Insurance Providers
American Guarantee & Liability Insurance Co.	Insurance Providers
American Home Assurance	Insurance Providers
Arch Insurance Co.	Insurance Providers
Aspen Bermuda Ltd.	Insurance Providers
Aspen Bermuda Ltd.	Insurance Providers
AXIS Insurance Co.	Insurance Providers
Berkley Insurance Co.	Insurance Providers
Berkshire Hathaway Specialty Insurance Co.	Insurance Providers
Chubb Bermuda Insurance Ltd.	Insurance Providers
Chubb Insurance Co. of Europe	Insurance Providers
Endurance American Specialty Insurance Co.	Insurance Providers
Endurance Specialty Insurance Ltd.	Insurance Providers
Federal Insurance Co.	Insurance Providers
Global Aerospace	Insurance Providers
Greenwich Insurance Co.	Insurance Providers

All Interested Parties	Category
Illinois National Insurance Co.	Insurance Providers
Indian Harbor Insurance Co.	Insurance Providers
Iron-Starr	Insurance Providers
Lexington Insurance Co.	Insurance Providers
Liberty Mutual Insurance Co.	Insurance Providers
Lloyd's of London	Insurance Providers
Lummus Consultants International Inc.	Insurance Providers
National Fire & Marine Insurance Co.	Insurance Providers
Navigators Insurance Co.	Insurance Providers
QBE Insurance Corp.	Insurance Providers
SCOR UK Co. Ltd.	Insurance Providers
Shipowners Mutual Insurance	Insurance Providers
Starr Indemnity & Liability Co.	Insurance Providers
State National Insurance	Insurance Providers
Swiss Re International SE	Insurance Providers
Travelers Casualty & Surety Co. of America	Insurance Providers
Warba Insurance	Insurance Providers
Westchester Surplus Lines Insurance Co.	Insurance Providers
XL Specialty Insurance Co.	Insurance Providers
Zurich American Insurance Co.	Insurance Providers
Areva NP	Joint Venture Partners
Chiyoda International Corp.	Joint Venture Partners
CTCI Americas Inc.	Joint Venture Partners
CTCI Corp.	Joint Venture Partners
GE Oil & Gas UK Ltd.	Joint Venture Partners
L&T Hydrocarbon Engineering Ltd.	Joint Venture Partners
Petrofac International Ltd.	Joint Venture Partners
Samsung Engineering Co. Ltd.	Joint Venture Partners
Servizi Energia Italia SpA	Joint Venture Partners
Vetco Gray Pte Ltd.	Joint Venture Partners
Zachry Group	Joint Venture Partners
Zachry Industrial Inc.	Joint Venture Partners
CB&I Nederland BV	Known Affiliates - JV
CB&I Project Services Group LLC	Known Affiliates - JV
McDermott Italia SARL	Known Affiliates - JV
ABN Amro Capital USA LLC	LC Issuing Banks
Abu Dhabi Commercial Bank	LC Issuing Banks

All Interested Parties	Category
Arab Banking Corporation (B.S.C.)	LC Issuing Banks
Banc of America Credit Products, Inc.	LC Issuing Banks
Bank of America, N.A.	LC Issuing Banks
Barclays Bank PLC	LC Issuing Banks
BMO Harris Bank, N.A.	LC Issuing Banks
Citibank NA	LC Issuing Banks
Credit Agricole Corporate and Investment Bank	LC Issuing Banks
DBS Bank Ltd.	LC Issuing Banks
Europe Arab Bank	LC Issuing Banks
EVEREST INSURANCE (IRELAND), DAC	LC Issuing Banks
First Abu Dhabi Bank	LC Issuing Banks
HSBC Bank USA, National Association	LC Issuing Banks
ICICI Bank New York	LC Issuing Banks
ING Bank N.V.	LC Issuing Banks
ING Bank NV	LC Issuing Banks
International Bank of Qatar	LC Issuing Banks
J. Aron & Company LLC	LC Issuing Banks
Lloyds TSB Bank plc	LC Issuing Banks
MARKEL INTERNATIONAL INSURANCE COMPANY LIMITED	LC Issuing Banks
Mashreqbank PSC	LC Issuing Banks
Morgan Stanley Senior Funding, Inc.	LC Issuing Banks
NIBC Bank N.V.	LC Issuing Banks
Riyad Bank Houston Agency	LC Issuing Banks
Riyad Bank, Houston Agency	LC Issuing Banks
Royal Bank of Canada	LC Issuing Banks
Royal Bank of Scotland NV, The	LC Issuing Banks
SAMBA Financial Group	LC Issuing Banks
Standard Bank of South Africa Ltd., The	LC Issuing Banks
Standard Chartered Bank Cash Collateral Line	LC Issuing Banks
Suntrust Bank	LC Issuing Banks
Suntrust Bank	LC Issuing Banks
The Bank of Nova Scotia	LC Issuing Banks
Toronto-Dominion Bank,New York Branch	LC Issuing Banks
Toronto-Dominion Bank,New York Branch	LC Issuing Banks
WELLS FARGO BANK, N.A	LC Issuing Banks
Wells Fargo Bank, N.A.	LC Issuing Banks
850 Pine Street LLC	Legal Entities
A&B Builders Ltd.	Legal Entities
Aiton & Co. Ltd.	Legal Entities

All Interested Parties	Category
Arabian CBI Ltd.	Legal Entities
Arabian CBI Tank Manufacturing Co. Ltd.	Legal Entities
Asia Pacific Supply Co.	Legal Entities
Atlantic Contingency Constructors II LLC	Legal Entities
Atlantis Contractors Inc.	Legal Entities
Catalytic Distillation Technologies	Legal Entities
CB&I Brazil Holdings Inc.	Legal Entities
CB&I Canada Ltd.	Legal Entities
CB&I Clearfield Inc.	Legal Entities
CB&I Cojafex BV	Legal Entities
CB&I Connecticut Inc.	Legal Entities
CB&I Constructors Ltd.	Legal Entities
CB&I El Dorado Inc.	Legal Entities
CB&I Energy Services LLC	Legal Entities
CB&I Europe BV	Legal Entities
CB&I Fabrication LLC	Legal Entities
CB&I Finance Co. Ltd.	Legal Entities
CB&I Financial Resources LLC	Legal Entities
CB&I Global LLC	Legal Entities
CB&I Global Operations International PTE Ltd.	Legal Entities
CB&I Global Operations US PTE Ltd.	Legal Entities
CB&I Group Inc.	Legal Entities
CB&I Group UK Holdings	Legal Entities
CB&I Holdco International LLC	Legal Entities
CB&I Holdco LLC	Legal Entities
CB&I Holdings BV	Legal Entities
CB&I Holdings UK Ltd.	Legal Entities
CB&I Houston 06 LLC	Legal Entities
CB&I Houston 07 LLC	Legal Entities
CB&I Houston 08 LLC	Legal Entities
CB&I Houston 09 LLC	Legal Entities
CB&I Houston 10 LLC	Legal Entities
CB&I Houston 11 LLC	Legal Entities
CB&I Houston 12 LLC	Legal Entities
CB&I Houston 13 LLC	Legal Entities
CB&I Houston LLC	Legal Entities
CB&I International Inc.	Legal Entities
CB&I International LLC	Legal Entities
CB&I International One LLC	Legal Entities
CB&I Lake Charles LLC	Legal Entities

All Interested Parties	Category
CB&I Laurens Inc.	Legal Entities
CB&I LLC	Legal Entities
CB&I London	Legal Entities
CB&I Matamoros S de RL de CV	Legal Entities
CB&I Middle East Holding Inc.	Legal Entities
CB&I Nederland BV	Legal Entities
CB&I North Carolina Inc.	Legal Entities
CB&I Offshore Services Inc.	Legal Entities
CB&I Oil & Gas Europe BV	Legal Entities
CB&I Paddington Ltd.	Legal Entities
CB&I Power Co. BV	Legal Entities
CB&I Power International Inc.	Legal Entities
CB&I Power LLC	Legal Entities
CB&I Power Ltd.	Legal Entities
CB&I Project Services Group LLC	Legal Entities
CB&I Rio Grande Holdings LLC	Legal Entities
CB&I Rio Grande Valley Fabrication & Manufacturing LLC	Legal Entities
CB&I Rusland BV	Legal Entities
CB&I Singapore PTE Ltd.	Legal Entities
CB&I Storage Tank Solutions LLC	Legal Entities
CB&I STS Delaware LLC	Legal Entities
CB&I STS Holdings LLC	Legal Entities
CB&I Tyler LLC	Legal Entities
CB&I UK Ltd.	Legal Entities
CB&I Walker LA LLC	Legal Entities
CBI Americas Ltd.	Legal Entities
CBI Co. BV	Legal Entities
CBI Co. Ltd.	Legal Entities
CBI Co. Two BV	Legal Entities
CBI Constructors Pty Ltd.	Legal Entities
CBI Eastern Anstalt	Legal Entities
CBI HoldCo Two Inc.	Legal Entities
CBI Overseas Far East Inc.	Legal Entities
CBI Overseas LLC	Legal Entities
CBI Panama SA	Legal Entities
CBI Services LLC	Legal Entities
CBI UK Cayman Acquisition Ltd.	Legal Entities
CBI US Holding Co. Inc.	Legal Entities
Central Trading Co. Ltd.	Legal Entities
Chartering Co. Singapore Pte. Ltd.	Legal Entities

All Interested Parties	Category
Chemical Research & Licensing LLC	Legal Entities
Chicago Bridge & Iron Antilles NV	Legal Entities
Chicago Bridge & Iron Co.	Legal Entities
Chicago Bridge & Iron Co.	Legal Entities
Chicago Bridge & Iron Co. BV	Legal Entities
Chicago Bridge & Iron Co. Delaware	Legal Entities
Chicago Bridge & Iron Co. Netherlands LLC	Legal Entities
Chicago Bridge de Mexico SA de CV	Legal Entities
Comet II BV	Legal Entities
Constructors International LLC	Legal Entities
CSA Trading Co. Ltd.	Legal Entities
Eastern Marine Services Inc.	Legal Entities
EDS Equipment Co. LLC	Legal Entities
Environmental Solutions Cayman Ltd.	Legal Entities
Environmental Solutions Holding Ltd.	Legal Entities
Environmental Solutions Ltd.	Legal Entities
HBI Holdings LLC	Legal Entities
Highland Trading Co. Ltd.	Legal Entities
Horton CBI Ltd.	Legal Entities
Howe-Baker Engineers Ltd.	Legal Entities
Howe-Baker Holdings LLC	Legal Entities
Howe-Baker International LLC	Legal Entities
Howe-Baker International Management LLC	Legal Entities
Howe-Baker Management LLC	Legal Entities
Hydro Marine Services Inc.	Legal Entities
International Consultants LLC	Legal Entities
IO Oil & Gas UK LLP	Legal Entities
J. Ray McDermott SA	Legal Entities
J. Ray McDermott Underwater Services Inc.	Legal Entities
J.Ray Holdings Inc.	Legal Entities
J.Ray McDermott Aust. Holding Pty. Ltd.	Legal Entities
J.Ray McDermott de Mexico SA de CV	Legal Entities
J.Ray McDermott Far East Inc.	Legal Entities
J.Ray McDermott Holdings LLC	Legal Entities
J.Ray McDermott International Inc.	Legal Entities
J.Ray McDermott International Vessels Ltd.	Legal Entities
J.Ray McDermott Norway AS	Legal Entities
J.Ray McDermott Qingdao Pte Ltd.	Legal Entities
J.Ray McDermott Solutions Inc.	Legal Entities
J.Ray McDermott Technology Inc.	Legal Entities

All Interested Parties	Category
Lealand Finance Co. BV	Legal Entities
Lummus Arabia Ltd Co.	Legal Entities
Lummus Consultants International LLC	Legal Entities
Lummus Consultants International Ltd.	Legal Entities
Lummus Gasification Technology Licensing LLC	Legal Entities
Lummus Technology BV	Legal Entities
Lummus Technology Heat Transfer BV	Legal Entities
Lummus Technology International LLC	Legal Entities
Lummus Technology LLC	Legal Entities
Lummus Technology Overseas LLC	Legal Entities
Lummus Technology Services LLC	Legal Entities
Lummus Technology Ventures LLC	Legal Entities
Lutech Project Solutions BV	Legal Entities
Lutech Projects BV	Legal Entities
Lutech Resources BV	Legal Entities
Lutech Resources Canada Ltd.	Legal Entities
Lutech Resources Inc.	Legal Entities
Lutech Resources Ltd.	Legal Entities
Matrix Engineering Ltd.	Legal Entities
Matrix Management Services LLC	Legal Entities
McDermott Amazon Chartering Inc.	Legal Entities
McDermott Asia Pacific Pte Ltd.	Legal Entities
McDermott Australia Pty Ltd.	Legal Entities
McDermott Blackbird Holdings LLC	Legal Entities
McDermott Caspian Contractors Inc.	Legal Entities
McDermott Cayman Ltd.	Legal Entities
McDermott Engineering LLC	Legal Entities
McDermott Finance LLC	Legal Entities
McDermott Gulf Operating Co. Inc.	Legal Entities
McDermott Holdings UK Ltd.	Legal Entities
McDermott Inc.	Legal Entities
McDermott International Inc.	Legal Entities
McDermott International Investments Co. Inc.	Legal Entities
McDermott International Management S de RL	Legal Entities
McDermott International Marine Investments NV	Legal Entities
McDermott International Trading Co. Inc.	Legal Entities
McDermott International Vessels Inc.	Legal Entities
McDermott Investments LLC	Legal Entities
McDermott Marine Construction Ltd.	Legal Entities
McDermott Marine Mexico SA de CV	Legal Entities

All Interested Parties	Category
McDermott Middle East Inc.	Legal Entities
McDermott Offshore Services Co. Inc.	Legal Entities
McDermott Old JV Office Inc.	Legal Entities
McDermott Overseas Inc.	Legal Entities
McDermott Overseas Investment Co. NV	Legal Entities
McDermott Servicos Offshore do Brasil Ltda.	Legal Entities
McDermott Subsea Engineering Inc.	Legal Entities
McDermott Subsea Inc.	Legal Entities
McDermott Technology 2 BV	Legal Entities
McDermott Technology 3 BV	Legal Entities
McDermott Technology Americas Inc.	Legal Entities
McDermott Technology BV	Legal Entities
McDermott Technology US Inc.	Legal Entities
Netherlands Operating Co. BV	Legal Entities
North Atlantic Vessel Inc.	Legal Entities
Novolen Technology Holdings CV	Legal Entities
Nuclear Energy Holdings LLC	Legal Entities
Oasis Supply Co. Ltd.	Legal Entities
Oceanic Contractors Inc.	Legal Entities
Offshore Pipelines International Ltd.	Legal Entities
OPI Vessels Inc.	Legal Entities
Oxford Metal Supply Ltd.	Legal Entities
Pike Properties II Inc.	Legal Entities
Pipework Engineering & Developments Ltd.	Legal Entities
Prospect Industries Holdings Inc.	Legal Entities
SC Woods LLC	Legal Entities
Servicios de Fabricacion de Altamira SA de CV	Legal Entities
Servicios Profesionales de Altamira SA de CV	Legal Entities
Shaw Beneco Inc.	Legal Entities
Shaw Connex Inc.	Legal Entities
Shaw Dunn Ltd.	Legal Entities
Shaw E&I International Ltd.	Legal Entities
Shaw Energy Services Inc.	Legal Entities
Shaw Fabricators Inc.	Legal Entities
Shaw Far East Services LLC	Legal Entities
Shaw Group UK Ltd.	Legal Entities
Shaw Home Louisiana LLC	Legal Entities
Shaw International Inc.	Legal Entities
Shaw International Management Services Two Inc.	Legal Entities
Shaw JV Holdings LLC	Legal Entities

All Interested Parties	Category
Shaw Managed Services LLC	Legal Entities
Shaw Management Services One Inc.	Legal Entities
Shaw NC Co. Inc.	Legal Entities
Shaw Nuclear Energy Holdings UK Inc.	Legal Entities
Shaw Overseas Middle East Ltd.	Legal Entities
Shaw Power Delivery Systems Inc.	Legal Entities
Shaw Power Services Group LLC	Legal Entities
Shaw Power Services LLC	Legal Entities
Shaw Power Technologies Inc.	Legal Entities
Shaw Process Fabricators Inc.	Legal Entities
Shaw Services LLC	Legal Entities
Shaw SSS Fabricators Inc.	Legal Entities
Shaw Transmission & Distribution Services Inc.	Legal Entities
Shaw Transmission & Distribution Services International Inc.	Legal Entities
SparTEC Inc.	Legal Entities
TVL Lender II Inc.	Legal Entities
Varsy International NV	Legal Entities
Whessoe Piping Systems Ltd.	Legal Entities
Chatterjee Group, The	Prospective Buyers/Bidders
CTCI Corp.	Prospective Buyers/Bidders
Gores Metropoulos Inc.	Prospective Buyers/Bidders
Haldia Petrochemicals Ltd.	Prospective Buyers/Bidders
Honeywell International Inc.	Prospective Buyers/Bidders
KBR Inc.	Prospective Buyers/Bidders
Linde plc	Prospective Buyers/Bidders
Rhone Capital V LP	Prospective Buyers/Bidders
Samsung Engineering Co. Ltd.	Prospective Buyers/Bidders
W.R. Grace & Co.	Prospective Buyers/Bidders
Bracewell LLP	Rx Professional Service Providers to Creditors
Centerview	Rx Professional Service Providers to Creditors
Davis Polk	Rx Professional Service Providers to Creditors
FTI Consulting	Rx Professional Service Providers to Creditors
Houlihan Lokey	Rx Professional Service Providers to Creditors
Linklaters LLP	Rx Professional Service Providers to Creditors
Paul Weiss	Rx Professional Service Providers to Creditors
ABN Amro Bank NV	Secured Holders / Revolver
Barclays PLC	Secured Holders / Revolver

All Interested Parties	Category
Credit Agricole Corp. & Investment Bank	Secured Holders / Revolver
Credit Agricole Corp. & Investment Bank	Secured Holders / Revolver
Royal Bank of Canada	Secured Holders / Revolver
Absalon Capital Fondsmæglerselskab AS	Senior Note Holders
Allianz Global Investors US LLC	Senior Note Holders
American Beacon Advisors	Senior Note Holders
American Beacon Advisors	Senior Note Holders
American Century Investment Management Inc.	Senior Note Holders
APEX Clear	Senior Note Holders
Argo Group US Inc.	Senior Note Holders
Aristeia Capital LLC	Senior Note Holders
Aviva Group	Senior Note Holders
AWH Opportunity Fund I LP	Senior Note Holders
Barclays Capital Inc.	Senior Note Holders
Beachwood Capital Partners	Senior Note Holders
Belmont Global Advisors Inc.	Senior Note Holders
Benefit Street Partners	Senior Note Holders
Beta Capital	Senior Note Holders
BlackRock	Senior Note Holders
BMO Asset Management	Senior Note Holders
BNP Paribas	Senior Note Holders
Boothbay Fund Management LLC	Senior Note Holders
Brown Brothers Harriman	Senior Note Holders
Caius Capital Master Fund	Senior Note Holders
Calamos Partners LLC	Senior Note Holders
California Public Employees Retirement System	Senior Note Holders
California, State of	Senior Note Holders
Cap Re	Senior Note Holders
Capital Group Cos. Inc., The	Senior Note Holders
Capital Research & Management Co.	Senior Note Holders
Capital Research & Management Co.	Senior Note Holders
CF Partners UK LLP	Senior Note Holders
Charles Schwab	Senior Note Holders
CIBC	Senior Note Holders
Citibank	Senior Note Holders
Column Park Asset Management LP	Senior Note Holders
Danske Bank AG	Senior Note Holders
Davidson Kempner Capital Management LP	Senior Note Holders
DBX Advisors LLC	Senior Note Holders

All Interested Parties	Category
DDJ Capital Management LLC	Senior Note Holders
Deutsche Bank AG	Senior Note Holders
Diamond Hill Capital Management	Senior Note Holders
DNB ASA	Senior Note Holders
Ellington Management Group LLC	Senior Note Holders
Euroclear	Senior Note Holders
Evans, Justin	Senior Note Holders
First Fondene AS	Senior Note Holders
Foresters Investment Management	Senior Note Holders
Franklin Advisers Inc.	Senior Note Holders
Franklin Resources	Senior Note Holders
FS/KKR Advisor LLC	Senior Note Holders
FS/KKR Advisor LLC	Senior Note Holders
GAM Holding AG	Senior Note Holders
Goldman Sachs Asset Management, LP US	Senior Note Holders
Good Hill Partners LP	Senior Note Holders
HANSAINVEST GmbH	Senior Note Holders
Hotchkis & Wiley Capital Management	Senior Note Holders
Hotchkis & Wiley Capital Management	Senior Note Holders
HSBC Global Asset Management France	Senior Note Holders
IGM Financial Inc.	Senior Note Holders
Intermarket Corp.	Senior Note Holders
Invesco Ltd.	Senior Note Holders
Jefferies	Senior Note Holders
JP Morgan Securities LLC	Senior Note Holders
Justin Evans	Senior Note Holders
Kingstown Capital Management LP	Senior Note Holders
Litespeed Partners	Senior Note Holders
Lodbrok Capital LLP	Senior Note Holders
Loomis Sayles & Co. LP	Senior Note Holders
Luminus Management LLC	Senior Note Holders
Mackenzie Financial Corp.	Senior Note Holders
Maple Rock Capital Partners Inc.	Senior Note Holders
Mason Capital Management LLC	Senior Note Holders
Mellon Investments Corp.	Senior Note Holders
Midocean Credit Partners	Senior Note Holders
Mont Blanc Capital Management AG	Senior Note Holders
Morgan LLC	Senior Note Holders
Morgan Stanley Investment Management Inc.	Senior Note Holders
Nationwide Fund Advisors	Senior Note Holders

All Interested Parties	Category
Natixis SA	Senior Note Holders
Newtyn Management LLC	Senior Note Holders
Nomura	Senior Note Holders
Osterweis Capital Management Inc.	Senior Note Holders
Owl Creek Asset Management	Senior Note Holders
Pandora Select Partners LP	Senior Note Holders
Pershing Square Capital Management	Senior Note Holders
PFA Kapitalforvaltning Fondsmæglerselskab AS	Senior Note Holders
PIMCO	Senior Note Holders
Power Corp. of Canada	Senior Note Holders
Principal Financial Group Inc.	Senior Note Holders
ProFund Advisors LLC	Senior Note Holders
PRP Performa Ltd.	Senior Note Holders
RBC Capital Markets LLC	Senior Note Holders
Scotia Bank	Senior Note Holders
Seix Investment Advisors LLC	Senior Note Holders
SG Americas Securities LLC	Senior Note Holders
Shenkman Capital Management Inc.	Senior Note Holders
Silver Rock	Senior Note Holders
Snow Capital Management LP	Senior Note Holders
State Street Corp.	Senior Note Holders
Taconic Capital Advisors LLC	Senior Note Holders
Thompson Siegel & Walmsley LLC	Senior Note Holders
UBS Global Asset Management Americas Inc.	Senior Note Holders
UBS O'Connor LLC	Senior Note Holders
Universal Investment GmbH	Senior Note Holders
USAA Asset Management Co.	Senior Note Holders
Verition Fund Management LLC	Senior Note Holders
Victory Capital Management Inc.	Senior Note Holders
Victory Capital Management Inc.	Senior Note Holders
Virtus Investment Partners Inc.	Senior Note Holders
Waddell & Reed Financial Inc.	Senior Note Holders
Wells Capital Management	Senior Note Holders
Wells Fargo Securities Inc.	Senior Note Holders
Whitebox Advisors LLC	Senior Note Holders
Whitebox Credit Partners LP	Senior Note Holders
Whitebox GT Fund LP	Senior Note Holders
Whitebox Multi-Strategy Partners LP	Senior Note Holders
Whitebox Relative Value Partners LP	Senior Note Holders

All Interested Parties	Category
Axiall-Lotte	Significant Customers
Bayport Polymers	Significant Customers
BP plc	Significant Customers
Daewoo Group	Significant Customers
Duke Energy	Significant Customers
Entergy Corp.	Significant Customers
ExxonMobil Corp.	Significant Customers
FLNG Liquefaction LLC	Significant Customers
GCGV	Significant Customers
HPCL-Mittal Energy Ltd.	Significant Customers
Inpex Corp.	Significant Customers
JG Summit	Significant Customers
Oil & Natural Gas Corp.	Significant Customers
PJSC Lukoil	Significant Customers
Qatar Gas	Significant Customers
RIL	Significant Customers
Sapura EP	Significant Customers
Sarawak Shell	Significant Customers
Saudi Aramco	Significant Customers
Sempra Energy	Significant Customers
Takreer	Significant Customers
Total SA	Significant Customers
United States, Government of the, Department of Energy, National Nuclear Security Administration	Significant Customers
Venture Global	Significant Customers
Woodside Energy Ltd.	Significant Customers
Alsar Partnership Ltd.	Significant Litigation Claimants
AMEC Foster Wheeler plc	Significant Litigation Claimants
AMEC Foster Wheeler USA Corp.	Significant Litigation Claimants
Appaloosa Investment LP	Significant Litigation Claimants
Cantrell, Christopher	Significant Litigation Claimants
CB Litigation Recovery I LLC	Significant Litigation Claimants
Chevron Australia Pty. Ltd.	Significant Litigation Claimants
Cohen Asset Management LLC	Significant Litigation Claimants
Cohen Capital Management LLC	Significant Litigation Claimants
Cohen, Albert	Significant Litigation Claimants
Cohen, Bettie	Significant Litigation Claimants
Cohen, Daniel	Significant Litigation Claimants
Cohen, Lauren	Significant Litigation Claimants
Cohen, Martin	Significant Litigation Claimants

All Interested Parties	Category
Cohen, Renee	Significant Litigation Claimants
Dineen, Edward	Significant Litigation Claimants
Edwards, Miriam	Significant Litigation Claimants
Empresa Constructora Belfi SA	Significant Litigation Claimants
Enterprise Products Operating LLC	Significant Litigation Claimants
ExxonMobil Canada Ltd.	Significant Litigation Claimants
Gotham Absolute Return Fund a Series of FundVantage Trust	Significant Litigation Claimants
Gotham Customized Strategies II LP	Significant Litigation Claimants
Gotham Diversified Neutral Master Fund LP	Significant Litigation Claimants
Gotham Enhanced Long Master Fund LP	Significant Litigation Claimants
Gotham Enhanced Return Fund a Series of Fund Vantage Trust	Significant Litigation Claimants
Gotham Hedged Value Strategies 140/40 (Master) LP	Significant Litigation Claimants
Gotham Hedges Value Strategies 115/65 (Master) LP	Significant Litigation Claimants
Gotham Neurtral Fund a Series of FundVantage Trust	Significant Litigation Claimants
Gotham Penguin Fund LP	Significant Litigation Claimants
Gotham Targeted Neutral Master Fund LP	Significant Litigation Claimants
Imperial Oil Resources Ventures Ltd.	Significant Litigation Claimants
IO Environmental & Infrastructure Inc.	Significant Litigation Claimants
Iron Workers Local 580 Joint Funds	Significant Litigation Claimants
Ironworkers Locals 40 361 & 417 Union Security Funds	Significant Litigation Claimants
Maire Tecnimont SpA	Significant Litigation Claimants
Maire Tecnimont SpA	Significant Litigation Claimants
McLaughlin, Kevin	Significant Litigation Claimants
MET Gas Processing Technologies SpA	Significant Litigation Claimants
Mississippi, State of, Public Employees' Retirement System	Significant Litigation Claimants
Noetzel, Mark	Significant Litigation Claimants
Palomino Fund Ltd.	Significant Litigation Claimants
Palomino Master Ltd.	Significant Litigation Claimants
PM&C Specialist Contractors Inc.	Significant Litigation Claimants
Radiological Survey & Remedial Services LLC	Significant Litigation Claimants
Radiological Survey & Remediation Services LLC	Significant Litigation Claimants
Refineria de Cartagena SAS	Significant Litigation Claimants
RMS Contemporary LLC	Significant Litigation Claimants
Sherwood Partners Inc.	Significant Litigation Claimants
Siluria LLC	Significant Litigation Claimants
Smith, Anthony	Significant Litigation Claimants
Tetra Tech EC Inc.	Significant Litigation Claimants
Tetra Tech EC Inc.	Significant Litigation Claimants
Tetra Tech EM Inc.	Significant Litigation Claimants
Tetra Tech Inc.	Significant Litigation Claimants

All Interested Parties	Category
Tetra Tech Inc.	Significant Litigation Claimants
Thoroughbred Fund LP	Significant Litigation Claimants
Thoroughbred Master Ltd.	Significant Litigation Claimants
Trout, Robert	Significant Litigation Claimants
United States, Government of the	Significant Litigation Claimants
Veritas Capital Fund Management LLC	Significant Litigation Claimants
Wise Services Inc.	Significant Litigation Claimants
Zephyr Acquisition Holdings LLC	Significant Litigation Claimants
Zephyr Oil & Gas Funding Co. LLC	Significant Litigation Claimants
Avon, City of (OH)	Significant Litigation Claimants
Duke Energy Progress	Significant Litigation Claimants
Duquesne Light Holdings	Significant Litigation Claimants
Estate of Hayden Vicknair	Significant Litigation Claimants
Kinra, Ramesh	Significant Litigation Claimants
Perez, Daymen	Significant Litigation Claimants
Speedcast Communications Inc.	Significant Litigation Claimants
Teche Vermillion	Significant Litigation Claimants
Trimble, Heather	Significant Litigation Claimants
Wacker Polysilicon North America LLC	Significant Litigation Claimants
Westchester Fire Insurance Co.	Significant Litigation Claimants
Westinghouse Electric Co. LLC	Significant Litigation Claimants
Westinghouse Electric Co. LLC	Significant Litigation Claimants
ACE INA Group	Surety Bonds
Allianz plc	Surety Bonds
American International Group Inc.	Surety Bonds
Argo Group	Surety Bonds
Aviva Group	Surety Bonds
Chubb Group of Insurance Cos.	Surety Bonds
CNA Insurance Group	Surety Bonds
RLI Group	Surety Bonds
Aiken, County of (SC), Auditor	Taxing Authorities
Alabama, State of, Department of Revenue	Taxing Authorities
Allegheny, County of (PA)	Taxing Authorities
Allegheny, County of (PA), Cornell School District	Taxing Authorities
Anchorage, Municipality of (AK), Assessor	Taxing Authorities
Arkansas, State of, Department of Finance & Administration	Taxing Authorities
Ascension, Parish of (LA)	Taxing Authorities
Ascension, Parish of (LA), Sales Tax Department	Taxing Authorities

All Interested Parties	Category
Australian Taxation Office	Taxing Authorities
Brazil, Government of, Ministry of Finance, Department of Federal Revenue, Secretariat	Taxing Authorities
Brazoria, County of (TX), Appraiser	Taxing Authorities
Brno, City of (Czech Republic), Financial Office	Taxing Authorities
Buncombe, County of (NC), Assessor	Taxing Authorities
Burke, County of (GA), Assessor	Taxing Authorities
Calcasieu, Parish of (LA), Assessor	Taxing Authorities
Calcasieu, Parish of (LA), Sales Tax Department	Taxing Authorities
Cameron, Parish of (LA), Assessor	Taxing Authorities
Canada Revenue Agency	Taxing Authorities
Chesterfield, County of (VA)	Taxing Authorities
China, People's Republic of, State Taxation Administration	Taxing Authorities
Colombia, Republic of, National Directorate of Taxes & Customs	Taxing Authorities
Contra Costa, County of (CA), Assessor	Taxing Authorities
Cypress-Fairbanks Independent School District (TX)	Taxing Authorities
Dallas, County of (TX)	Taxing Authorities
Davis, County of (UT), Assessor	Taxing Authorities
Delaware, State of, Division of Revenue	Taxing Authorities
Dominican Republic, Government of the, General Directorate of Internal Revenue	Taxing Authorities
East Baton Rouge, Parish of (LA), Assessor	Taxing Authorities
Everett, City of (WA)	Taxing Authorities
Everett, City of (WA)	Taxing Authorities
Everett, City of (WA), Business License	Taxing Authorities
Everett, County of (WA)	Taxing Authorities
Fairfield, County of (SC), Auditor	Taxing Authorities
Florida, State of, Department of Revenue	Taxing Authorities
Georgia, State of, Department of Revenue	Taxing Authorities
Harris, County of (TX)	Taxing Authorities
Harris, County of (TX)	Taxing Authorities
Harris, County of (TX), Appraiser	Taxing Authorities
Harris, County of (TX), Appraiser	Taxing Authorities
Harrison, County of (MS)	Taxing Authorities
Harrison, County of (MS)	Taxing Authorities
Iberville, Parish of (LA), Assessor	Taxing Authorities
Iberville, Parish of (LA), Sales Tax Department	Taxing Authorities
Idaho, State of, Tax Commission	Taxing Authorities
Illinois, State of, Department of Revenue	Taxing Authorities
India, Government of, Income Tax Department	Taxing Authorities

All Interested Parties	Category
Indonesia, Government of, Batam & Jakarta Directorate General of Taxes	Taxing Authorities
Iowa, State of, Department of Revenue	Taxing Authorities
Ireland, Government of, Revenue Commissioners	Taxing Authorities
Jefferson, County of (TX)	Taxing Authorities
Jefferson, County of (TX)	Taxing Authorities
Jefferson, County of (TX), Appraiser	Taxing Authorities
Jefferson, County of (TX), Appraiser	Taxing Authorities
Kankakee, County of (IL)	Taxing Authorities
Kazakhstan, Republic of, State Revenue Committee of the Ministry of Finance	Taxing Authorities
La Porte, City of (TX)	Taxing Authorities
LaPorte Independent School District (TX)	Taxing Authorities
Laurens, County of (SC)	Taxing Authorities
Laurens, County of (SC)	Taxing Authorities
Laurens, County of (SC), Auditor	Taxing Authorities
Laurens, County of (SC), Auditor	Taxing Authorities
Live Oak, City of (TX)	Taxing Authorities
Livingston, Parish of (LA)	Taxing Authorities
Livingston, Parish of (LA), Sales Tax Department	Taxing Authorities
Louisiana, State of, Department of Revenue	Taxing Authorities
Marion, County of (TN)	Taxing Authorities
Marion, County of (TX)	Taxing Authorities
Maryland, State of, Comptroller	Taxing Authorities
Maryland, State of, Department of Assessments & Taxation	Taxing Authorities
Mecklenburg, County of (NC), Assessor	Taxing Authorities
Mexico, Government of, Servicio de Administracion Tributaria	Taxing Authorities
Michigan, State of, Department of Treasury	Taxing Authorities
Montgomery, County of (TX), Appraiser	Taxing Authorities
Montgomery, County of (TX), Appraiser	Taxing Authorities
Morgan, County of (IN), Assessor	Taxing Authorities
Morgan, County of (IN), Assessor	Taxing Authorities
Nebraska, State of, Department of Revenue	Taxing Authorities
Netherlands, Government of the, Ministry of Finance, Tax & Customs Administration	Taxing Authorities
Neville, Township of (PA)	Taxing Authorities
New Hope, City of (TN)	Taxing Authorities
New York, State of, Department of Inspection & Tax Claims	Taxing Authorities
New York, State of, Department of Taxation	Taxing Authorities
North Carolina, State of, Department of Revenue	Taxing Authorities
Nueces, County of (TX), Appraiser	Taxing Authorities
Ohio, State of, Department of Taxation	Taxing Authorities

All Interested Parties	Category
Pasadena, City of (TX)	Taxing Authorities
Pennsylvania, Commonwealth of, Department of Revenue	Taxing Authorities
Philippines, Government of, Bureau of Internal Revenue, Department of Finance	Taxing Authorities
Pierce, County of (WA), Assessor	Taxing Authorities
Polk, County of (IA)	Taxing Authorities
Polk, County of (IA)	Taxing Authorities
Qatar, State of, General Tax Authority	Taxing Authorities
Rancho Cucamonga, City of (CA)	Taxing Authorities
Rhode Island, State of, Business License	Taxing Authorities
Rhode Island, State of, Sales Tax Permit	Taxing Authorities
Richardson Independent School District (TX)	Taxing Authorities
Russia, Government of, Federal Tax Service, Nizhny Novgorod Region, Inspectorate	Taxing Authorities
Russia, Government of, Federal Tax Service, St. Petersburg, Interdistrict Inspectorate	Taxing Authorities
Russia, Government of, Interdistrict Federal Tax Service, Inspectorate #47 for the City of Moscow	Taxing Authorities
Saint Charles, Parish of (LA), Assessor	Taxing Authorities
Saint Joseph, County of (IN), Assessor	Taxing Authorities
Saint Joseph, County of (IN), Assessor	Taxing Authorities
Saudi Arabia, Government of, Ministry of Finance, General Authority of Zakat & Tax	Taxing Authorities
Seattle, City of (WA), Business License	Taxing Authorities
Sheldon Independent School District (TX)	Taxing Authorities
Sheldon Road MUD	Taxing Authorities
Smith, County of (TX)	Taxing Authorities
Smith, County of (TX)	Taxing Authorities
Smith, County of (TX), Appraiser	Taxing Authorities
Smith, County of (TX), Appraiser	Taxing Authorities
Snohomish, County of (WA), Assessor	Taxing Authorities
Spring Branch Independent School District (TX)	Taxing Authorities
St. Charles, Parish of (LA), Sales Tax Department	Taxing Authorities
Tacoma, City of (WA)	Taxing Authorities
Tacoma, City of (WA), Business License	Taxing Authorities
Texas, State of, Comptroller	Taxing Authorities
Texas, State of, Comptroller of Public Accounts	Taxing Authorities
Texas, State of, Comptroller Office	Taxing Authorities
Trinidad & Tobago, Government of, Ministry of Finance, Inland Revenue Division	Taxing Authorities
Union, County of (AR)	Taxing Authorities
Union, County of (AR)	Taxing Authorities

All Interested Parties	Category
United Kingdom, Government of, HM Revenue & Customs	Taxing Authorities
United States, Government of the, Federal Tax Authority	Taxing Authorities
United States, Government of the, Internal Revenue Service	Taxing Authorities
Utah, County of (UT)	Taxing Authorities
Virginia, Commonwealth of, Department of Taxation	Taxing Authorities
Wake, County of (NC), Assessor	Taxing Authorities
Walker, City of (LA)	Taxing Authorities
Washington, State of, Department of Revenue	Taxing Authorities
West Virginia, State of, Tax Department	Taxing Authorities
Will, County of (IL)	Taxing Authorities
Will, County of (IL)	Taxing Authorities
Williamsburg, City of (VA)	Taxing Authorities
Aegon USA Investment Management LLC	TLB Holders
Allianz Global Investors US LLC	TLB Holders
American Money Management Corp.	TLB Holders
Apex Credit Partners LLC	TLB Holders
Armory Funds LLC	TLB Holders
Assurant Inc.	TLB Holders
Avenue Capital Management II LP	TLB Holders
AXA Investment Managers Inc.	TLB Holders
Bank of America NA - Charlotte Branch	TLB Holders
Barclays Bank PLC - New York Branch	TLB Holders
Barclays Capital Inc.	TLB Holders
Baupost Group	TLB Holders
Baupost Group LLC, The	TLB Holders
Benefit Street Partners LLC	TLB Holders
Birch Grove Capital LP	TLB Holders
Birch Run Capital Partners LP	TLB Holders
Blackrock Financial Management Inc.	TLB Holders
Blackrock Financial Management Inc.	TLB Holders
Blackrock Specialist Strategies Fund	TLB Holders
BlueMountain Capital Management LLC	TLB Holders
Bluemountain Fuji Management LLC	TLB Holders
Bracebridge Capital LLC	TLB Holders
Calamos Advisors LLC	TLB Holders
Calamos Asset Management Inc.	TLB Holders
Capital Research & Management Co.	TLB Holders
Carlyle Investment Management LLC	TLB Holders
Centerbridge Credit Partners Master LP	TLB Holders

All Interested Parties	Category
Centerbridge Partners LP	TLB Holders
Citibank NA	TLB Holders
Citicorp North America Inc.	TLB Holders
Columbia Management Investment Advisers LLC	TLB Holders
Columbia Partners LLC Investment Management	TLB Holders
Column Park Asset Management LP	TLB Holders
Continental Casualty Co.	TLB Holders
Covenant Credit Partners LLC	TLB Holders
Credit Suisse AG	TLB Holders
Credit Value Partners LLC	TLB Holders
Crescent Capital Group LP	TLB Holders
CRS Master Fund LP	TLB Holders
Cyrus Capital Partners LP	TLB Holders
Cyrus Select Opportunities Master Fund Ltd.	TLB Holders
Deutsche Bank AG - New York Branch	TLB Holders
DFG Investment Advisers Inc.	TLB Holders
DoubleLine Capital LP	TLB Holders
DoubleLine Capital LP	TLB Holders
Eaton Vance Corp.	TLB Holders
Eaton Vance Management	TLB Holders
Ellington CLO Management LLC	TLB Holders
Ellington Management Group LLC	TLB Holders
Elliott Associates LP	TLB Holders
Emperor Star Trust, The	TLB Holders
Empyrean Investments LLC	TLB Holders
First Pacific Advisors LP	TLB Holders
Glendon Capital Management LLC	TLB Holders
Glendon Opportunities Fund LP	TLB Holders
Goldman Sachs Bank USA	TLB Holders
Graham Credit Opportunities Ltd.	TLB Holders
Graham Macro Strategic Ltd.	TLB Holders
Highbridge Capital Management LLC	TLB Holders
HPS Investment Partners LLC	TLB Holders
Insight Investment Management Ltd.	TLB Holders
Intermarket LP	TLB Holders
Invesco Advisers Inc.	TLB Holders
Invesco Canada Ltd.	TLB Holders
Invesco Holding Co. Ltd.	TLB Holders
Invesco Management SA	TLB Holders
Invesco Senior Loan Fund	TLB Holders

All Interested Parties	Category
Invesco Senior Secured Management Inc.	TLB Holders
Investcorp Credit Management US LLC	TLB Holders
Ivy Investment Management Co.	TLB Holders
Ivy Investment Management Co.	TLB Holders
Jefferies LLC	TLB Holders
Lincoln Square Funding ULC	TLB Holders
Marathon Asset Management LP	TLB Holders
Marble Ridge Capital LP	TLB Holders
Mariner Investment Group LLC	TLB Holders
MBD 1 Ltd.	TLB Holders
MFN Partners LP	TLB Holders
MFN Partners Management LP	TLB Holders
MFP Investors LLC	TLB Holders
MidOcean Credit Fund Management LP	TLB Holders
Midtown Acquisitions LP	TLB Holders
MJX Asset Management LLC	TLB Holders
Monroe Capital Management Advisors LLC	TLB Holders
Morgan Stanley Bank NA	TLB Holders
Morgan Stanley Investment Management Inc.	TLB Holders
Newfleet Asset Management Inc.	TLB Holders
Newfleet Asset Management LLC	TLB Holders
Nomura Corp. Funding Americas LLC	TLB Holders
Nomura Corp. Research & Asset Management Inc.	TLB Holders
Oak Hill Advisors LP	TLB Holders
Oaktree Capital Management LP	TLB Holders
Octagon Credit Investors LLC	TLB Holders
OFI Global Asset Management	TLB Holders
Onex Credit Partners LLC	TLB Holders
Onex Senior Credit Fund LP	TLB Holders
Onex Senior Credit II LP	TLB Holders
P Schoenfeld Asset Management LP	TLB Holders
Pacific Management Investment Co. LLC	TLB Holders
Pender Corp. Bond Fund	TLB Holders
PIMCO	TLB Holders
Pretium Credit Management LLC	TLB Holders
Salt Creek Funding ULC	TLB Holders
Sculptor Capital Investments LLC	TLB Holders
Seix Investment Advisors LLC	TLB Holders
Sentinel Dome Partners LLC	TLB Holders
Shenkman Capital Management Inc.	TLB Holders

All Interested Parties	Category
Silver Point Capital LP	TLB Holders
Silvermine Capital Management LLC	TLB Holders
Solus Alternative Asset Management LP	TLB Holders
Sound Point Capital Management LP	TLB Holders
Symphony Asset Management LLC	TLB Holders
Taconic Capital Advisors LP	TLB Holders
Telluride Funding ULC	TLB Holders
Thornburg Investment Management Inc.	TLB Holders
Valcour Capital Management LLC	TLB Holders
Victory Capital Management Inc.	TLB Holders
Voya Investment Management Co. LLC	TLB Holders
Waddell & Reed Inc.	TLB Holders
Wells Fargo Bank NA	TLB Holders
Whitebox Advisors LLC	TLB Holders
ZAIS Group LLC	TLB Holders
Barclays Bank plc	Trustee/Agents
Credit Agricole Corp. & Investment Bank	Trustee/Agents
Amigo Energy	Utility Providers
Aqua Illinois Inc.	Utility Providers
Asheville, City of (NC)	Utility Providers
AT&T	Utility Providers
Bourbonnais, Village of (IL)	Utility Providers
CenterPoint Energy	Utility Providers
Clive Water, City of (IA)	Utility Providers
Commonwealth Edison Co.	Utility Providers
Constellation New Energy Inc.	Utility Providers
DM Recycling	Utility Providers
Duke Energy	Utility Providers
El Dorado Water Utilities	Utility Providers
Entergy	Utility Providers
Everett, City of (WA), Utilities	Utility Providers
Harris County Municipal Utility District #366 (TX)	Utility Providers
Houston, City of (TX), Water Department	Utility Providers
J&J Refuse Inc.	Utility Providers
Jeff Davis Electric Cooperative Inc.	Utility Providers
Lake Charles Water Works District #12 of Ward 3 (LA)	Utility Providers
Lake Charles, City of (LA), Water Division	Utility Providers
Laurens Commission of Public Works (SC)	Utility Providers

All Interested Parties	Category
Laurens Electric Cooperative	Utility Providers
MidAmerican Energy Co.	Utility Providers
Mississippi, State of, Port Authority	Utility Providers
Nicor Gas	Utility Providers
Old Union Public Water Authority	Utility Providers
PECO Energy Co.	Utility Providers
Plainfield, Village of (IL)	Utility Providers
Port Arthur, City of (TX)	Utility Providers
Reliant Energy	Utility Providers
Rocky Mountain Power	Utility Providers
Sequachee Valley Electric Cooperative	Utility Providers
Sheldon Road MUD	Utility Providers
Snohomish County Public Utility District (WA)	Utility Providers
Sulphur, City of (LA)	Utility Providers
Tacoma Solid Waste Management (WA)	Utility Providers
Tyler Water Utilities (TX)	Utility Providers
Verizon	Utility Providers
Walker, City of (LA)	Utility Providers
Waste Connections of Iowa Inc.	Utility Providers
Waste Connections of NE Inc.	Utility Providers
Waste Management	Utility Providers
Waterwork District #7	Utility Providers
WoodRiver Energy LLC	Utility Providers
2M SRL	Vendors
2M SRL - Manerbio	Vendors
3K Transport & Construction Co. Ltd.	Vendors
A.T. Kearney Middle East LLC	Vendors
Aarvi Encon Pvt. Ltd.	Vendors
Abahsain Consolidated Co. for Energy & Power	Vendors
ABB Automation Products GmbH	Vendors
ABB doo	Vendors
ABB Inc.	Vendors
ABB LLC - Qatar	Vendors
ABB Mexico SA de CV	Vendors
Abdulla Fouad Impalloy Ltd. Co.	Vendors
Abdulla Nasser & Associates	Vendors
Abela & Co. LLC	Vendors
Abnormal Load Engineering Ltd.	Vendors
Abnormal Load Engineering Saudi Arabia	Vendors

All Interested Parties	Category
Abpon Co. Ltd.	Vendors
ABS Group Inc.	Vendors
Abu Dhabi Marine Operating Co.	Vendors
Academy Construction & Maintenance Ltd.	Vendors
Ace Enterprises Inc.	Vendors
Aceros Tepotzotlán SA de CV	Vendors
ACES Global Quality Services USA	Vendors
Acuren Inspection	Vendors
Acuren Inspection Inc.	Vendors
AD Vatrosprem	Vendors
Admiral Merchants Motor Freight Inc.	Vendors
ADNH Compass Middle East LLC	Vendors
AEG Power Solutions GmbH	Vendors
Aegon - Pensioen	Vendors
Aerotek Inc.	Vendors
AES Services LLP	Vendors
AGE Intrade LLC	Vendors
Agensi Pekerjaan Air Energy Sdn. Bhd.	Vendors
Aggreko Middle East Ltd.	Vendors
Agility Project Logistics	Vendors
Agility Project Logistics Pte. Ltd.	Vendors
Agility Projects Logistics BV USD	Vendors
AHI Carrier GmbH	Vendors
AIMS International Inc.	Vendors
Air Components & Systems Ltd.	Vendors
Air Liquide Al Khafrah Industrial Gases	Vendors
Air Liquide Emirates for Industrial Gases	Vendors
Air Products & Chemicals Inc.	Vendors
Air Products Malaysia Sdn. Bhd.	Vendors
Air Products Singapore Industrial Gases Pte Ltd.	Vendors
Air Resources Qatar	Vendors
Airgas Gulf States	Vendors
Al Abdulkarim Holding Co.	Vendors
Al Blagha Holding Group	Vendors
Al Hassan Engineering Co SAOG	Vendors
Al Jazeera Shipping Co. WLL	Vendors
Al Kafa Trading Co.	Vendors
Al Nahdha Overseas LLC	Vendors
Al Nimr Steel Trading Ltd.	Vendors
Al Otaiba General Transport LLC	Vendors

All Interested Parties	Category
Al Qahtani Pipe Coating Industries	Vendors
Al Riffa Services	Vendors
Al Suwaiket Trading & Contracting Est.	Vendors
Al Yasoob Co.	Vendors
Al Zawra Building Materials	Vendors
Alchemy Technology Group	Vendors
Alderley Systems Ltd.	Vendors
Alfa Laval Inc.	Vendors
Alfred Miller Contracting Co.	Vendors
Algosaibi Services Co. Ltd.	Vendors
Ali A. Al-Zayer & Partner Co.	Vendors
Ali N. Al Nassar & Partners Co.	Vendors
Ali, Mohamed Abdul Rahim Al	Vendors
Alico Industries Co. Ltd.	Vendors
Alinco Pipe Supply FZE	Vendors
All Crane Rental of Louisiana LLC	Vendors
Allalloy Dynaweld Pte. Ltd.	Vendors
Allianz Middle East Ship Management	Vendors
Allseas Marine Contractors SA	Vendors
Al-Nafie Steel Co. Ltd.	Vendors
Alneem Pharmacy LLC (Branch)	Vendors
Al-Oufy Electricals	Vendors
Alpha Data LLC	Vendors
Alrud Law Firm	Vendors
Alvarez & Marsal Corporate Performance Improvement LLC	Vendors
AMACS	Vendors
Amalgamated Research LLC	Vendors
American Alloy Steel Inc.	Vendors
American Bureau of Shipping	Vendors
American Express	Vendors
American Express CMC	Vendors
American Express Co.	Vendors
American Express Global Business Travel	Vendors
AMEX Middle East BSC	Vendors
Amiad USA Inc.	Vendors
Amos Supply Pte. Ltd.	Vendors
AMP-Cherokee Environmental Solutions	Vendors
Ampo S. Coop	Vendors
AN Deringer Inc.	Vendors
Analytik Jena US LLC	Vendors

All Interested Parties	Category
ANI Integrated Service Ltd.	Vendors
Ankura Consulting Group LLC	Vendors
Apache Industrial Services Inc.	Vendors
APE Cos.	Vendors
Apollo Communications SA de CV	Vendors
Applied Technical Services Inc.	Vendors
Applus RTD Pte. Ltd.	Vendors
Applus RTD USA Inc.	Vendors
Aprosi Equipos SA de CV	Vendors
APTIM Environmental & Infrastructure	Vendors
APTIM Environmental & Infrastructure	Vendors
APTIM Facilities Inc.	Vendors
APTIM Government Solutions LLC	Vendors
APTIM Maintenance Inc.	Vendors
APTIM Port Services LLC	Vendors
Aquadynamics SA de CV	Vendors
Aqualis Offshore Marine Services LLC	Vendors
Arab Shipbuilding & Repair Yard	Vendors
Arabia Electric Ltd. Equipment	Vendors
Arabian Machinery & Heavy Equipment	Vendors
Arabian Pipecoating Co. Ltd.	Vendors
ArcelorMittal DSTC FZCO	Vendors
ArcelorMittal Singapore Pte. Ltd.	Vendors
Armstrong Teasdale LLP	Vendors
Arnold & Porter Kaye Scholer LLP	Vendors
Arrow Pipes & Fittings FZCO	Vendors
Arvos GmbH	Vendors
Arvos GmbH	Vendors
Ashcroft Instruments GmbH	Vendors
Asheville Oil Co.	Vendors
Asia Airblast Pte. Ltd.	Vendors
Asia Euromatic Pte. Ltd.	Vendors
Asian Kaliber Sdn. Bhd.	Vendors
Aspen Technology Inc.	Vendors
Astro Offshore Pte. Ltd.	Vendors
Atkins Australasia Pty. Ltd.	Vendors
Atlantic Maritime Group FZE	Vendors
Atlas Copco Energas GmbH	Vendors
Atlas Copco Mexicana SA de CV	Vendors
ATPI Travel LLC	Vendors

All Interested Parties	Category
ATS Specialized Inc.	Vendors
ATS/Hebei Jietong Wire Cloth Co. Ltd.	Vendors
ATX SA	Vendors
Augusta Fiberglass	Vendors
Aurica del Atlántico SA de CV	Vendors
Australia Taxation Office, Deputy Commissioner	Vendors
Australian Taxation Office	Vendors
Autochim Systems Abu Dhabi	Vendors
AVEVA Solutions Ltd.	Vendors
AZZ Inc.	Vendors
B&B Ice & Water	Vendors
B&W Energy Services Inc.	Vendors
B&W Fluid Dynamics Inc.	Vendors
BAC Canton Holdings LLC	Vendors
Bahnson Inc.	Vendors
Baker & McKenzie LLP	Vendors
Baker Botts LLP	Vendors
Baker Concrete Construction Inc.	Vendors
Bangkok Industrial Gas Co. Ltd.	Vendors
Banjobphan Engineering Co. Ltd.	Vendors
Bank of Montreal	Vendors
Barclays Capital Inc.	Vendors
Barriere Construction Co. Inc.	Vendors
Base Reinforcing Ltd	Vendors
BASF Corp.	Vendors
BAUER Foundations Philippines Inc.	Vendors
Bayswater Shipping Forwarding Pte. Ltd.	Vendors
BBC Chartering Carriers GmbH & Co. KG	Vendors
BDO USA LLP	Vendors
Beard Construction Group LLC	Vendors
Belco Industrial Services LLC	Vendors
Ben Line Agencies Singapore Pte. Ltd.	Vendors
Bendera Shipping Agencies Sdn. Bhd.	Vendors
Bennett Hay Ltd.	Vendors
Bennett Motor Express Inc.	Vendors
Benning Conversion d'Énergie	Vendors
Bentley Systems Inc.	Vendors
Benvig Heat Transfer spol. sro	Vendors
Bergen Power Pipe Supports Inc.	Vendors
BETE Fog Nozzle Inc.	Vendors

All Interested Parties	Category
Better Pumps & Solutions LLC	Vendors
BFE SRL	Vendors
Bhatia Brothers FZE	Vendors
Bhatia Brothers Gulf FZE	Vendors
Bhatia Brothers LLC	Vendors
Bigge Crane & Rigging Co.	Vendors
Bill Spitzer & Associates Inc.	Vendors
Bintang Samudera Sdn. Bhd.	Vendors
Bintang Subsea Ventures (M) Sdn. Bhd.	Vendors
Bisso Construction Services	Vendors
BITEC Inc.	Vendors
BJ Services Co. - Middle East	Vendors
Black Bayou Construction LLC	Vendors
Blue Water Shipping Singapore Pte. Ltd.	Vendors
BlueScope Steel Ltd.	Vendors
BMC SRL	Vendors
Boh Brothers Construction Co. Inc.	Vendors
Boilermaker-Blacksmith Pension Trust	Vendors
Bollore Logistics	Vendors
Bollore Logistics Singapore Pte Ltd.	Vendors
Bollore Logistics UK Ltd.	Vendors
Bo-Mac Contractors Ltd.	Vendors
Boomi Inc.	Vendors
Boskalis International BV - Trinidad & Tobago	Vendors
Boston Consulting Group Inc., The	Vendors
Bottom Line Equipment LLC	Vendors
Boudin Insurance Co. Ltd.	Vendors
Bourbon Offshore MMI DMCEST	Vendors
BPJS Kesehatan	Vendors
Brace Integrated Services Inc.	Vendors
Bracewell LLP	Vendors
Branch of Cogelex Co.	Vendors
Brand Energy Services LLC	Vendors
Brand Energy Services LLC	Vendors
BrasFELS SA	Vendors
Bray Controls	Vendors
Bray Controls	Vendors
Bredero Shaw (Malaysia) Sdn. Bhd.	Vendors
Bright Weld Middle East FZE	Vendors
Britoil Offshore Services Pte Ltd.	Vendors

All Interested Parties	Category
Brock Group	Vendors
Brock Group	Vendors
Brock Services LLC	Vendors
Brock Services LLC	Vendors
Brunel Energy Inc.	Vendors
Brunton Wolf Wire Ropes FZCO	Vendors
Bryan Research & Engineering Inc.	Vendors
BS&B Pressure Safety Management LLC	Vendors
Buckeye Exports	Vendors
BullWall Ltd.	Vendors
Bupa Arabia for Cooperative Insurance Co.	Vendors
Burckhardt Compression SRL	Vendors
Bureau Veritas	Vendors
Burgess Manning GmbH	Vendors
Burgin Construction Co. Inc.	Vendors
Byrd Construction Services Inc.	Vendors
Byrne Investments Saudi Arabia Ltd.	Vendors
Cakara Maritime Sdn. Bhd.	Vendors
Calamity Jane Transport Chartering	Vendors
Calcam Parking LLC	Vendors
Calcasieu Mechanical Contractors Inc.	Vendors
Calvert Co., The	Vendors
Cameron Italy SRL	Vendors
Cameron Romania SRL	Vendors
Cameron Systems SRL	Vendors
Canon Financial Services Inc.	Vendors
Canyon Offshore Inc.	Vendors
Canyon Offshore Ltd.	Vendors
Capital Now Inc.	Vendors
Cargostore Worldwide Trading Ltd.	Vendors
Carolina Tractor & Equipment Co.	Vendors
Carstensen Contracting Inc.	Vendors
Cashman Equipment Corp.	Vendors
Catering International & Services	Vendors
CB Equipment Inc.	Vendors
CB&I Walker LA LLC	Vendors
CBI LLC	Vendors
CBI Nederland BV Liwa	Vendors
CBRE Corporate Outsourcing Ltd.	Vendors
CBRE Inc.	Vendors

All Interested Parties	Category
Central Industrial Services Inc.	Vendors
Ceva International Al Suwaiket Ltd. Co.	Vendors
Ceva Logistics UAE LLC	Vendors
CFE Sministrador De Servicios Basic	Vendors
Champion Arabia Co. Ltd.	Vendors
Champion Industrial Sales LLC	Vendors
Chandra Shipping & Trading Services	Vendors
Chevron Lummus Global LLC	Vendors
Chevron Lummus Global LLC	Vendors
China Eleventh Chemical Construction LLC	Vendors
China Third Chemical Construction Co. LLC	Vendors
Chiyoda International Corp.	Vendors
CHM Maritime Sapi De CV	Vendors
Chubb Fianzas Monterrey Aseguradora De Caucion SA	Vendors
Cisco Systems Capital Corp.	Vendors
Cives Corp.	Vendors
Cladtek Holdings Pte Ltd.	Vendors
Clariant International AG	Vendors
Clariant SE	Vendors
Claro Group LLC, The	Vendors
Clean Air Engineering Inc.	Vendors
Clyde Union Pumps	Vendors
CMC Steel US LLC	Vendors
CMP Holdings BV	Vendors
Coastal Welding Supply Inc.	Vendors
Coastal Welding Supply of LA Inc.	Vendors
Cogen Cleaning Technology Inc.	Vendors
Colite International Ltd.	Vendors
Colliers International Group Inc.	Vendors
Comercializadora y Distribuidora Inox S de RL de CV	Vendors
Commerciale Tubi Acciaio SpA	Vendors
Compania de Apoyo Maritimo del Golfo SA de CV	Vendors
Compañía Marítima Mexicana de Servicios	Vendors
Compass Group Singapore Pte. Ltd.	Vendors
Compass Lexecon LLC	Vendors
Computer Arabia WLL	Vendors
Computer Direct Access LLC	Vendors
Computer Packages Inc.	Vendors
Consultoria Integral En Ingenieria SA de CV	Vendors
Continental Fabricators Inc.	Vendors

All Interested Parties	Category
Control Components Inc.	Vendors
Controls & Electrics Pte. Ltd.	Vendors
Convergint Technologies	Vendors
Coperion GmbH	Vendors
Coprosider SRL	Vendors
Coral Jubail Hotel	Vendors
Coreworx Inc.	Vendors
Cornett Bolt & Screw Inc.	Vendors
Corpac Steel Products Corp.	Vendors
Corrpro Cos. Inc.	Vendors
Costacurta SpA Vico	Vendors
CPFD Software LLC	Vendors
CR Coatza SA de CV	Vendors
CRC Evans Pih Servicos De Tubulacao Do Brasil Ltda	Vendors
Creative House Scaffolding	Vendors
Critical To Quality S. de RL de CV	Vendors
Crow Corp.	Vendors
Crowne Plaza Doha West Bay	Vendors
CTCI Americas Inc.	Vendors
CTCI Corp.	Vendors
Curo Co. Ltd.	Vendors
D&C Inspection Services Inc.	Vendors
Daekyung Machinery & Engineering Co. Ltd.	Vendors
Dalmine SpA	Vendors
Dammam Coast Trading EST	Vendors
Dammam Shipyard	Vendors
Dan-Bunkering (Singapore) Pte. Ltd.	Vendors
Dan-Bunkering America Inc.	Vendors
Daniel Measurement & Controls Inc.	Vendors
Dashiell Corp.	Vendors
Dassault Systèmes Americas Corp.	Vendors
David E. Harvey Builders Inc.	Vendors
Day & Zimmermann NPS	Vendors
DBMSC Steel FZCO	Vendors
De Nora Water Technologies Texas LLC	Vendors
DeepOcean de Mexico S. de RL de CV	Vendors
Dell BV - Amsterdam	Vendors
Dell Computer spol. sro	Vendors
Dell Financial Services LLC	Vendors
Dell International Services India Pvt. Ltd.	Vendors

All Interested Parties	Category
Dell Marketing LP	Vendors
Dell Mexico SA de CV	Vendors
Deloitte Consulting LLP	Vendors
Deloitte Tax LLP	Vendors
Delta Gulf Quality Certification Services LLC	Vendors
Delta Rigging & Tools Inc.	Vendors
Deltek Inc.	Vendors
Deneza M Inženjering doo	Vendors
Deshazo LLC	Vendors
Detector Electronics Corp.	Vendors
Deugro (KSA) Ltd.	Vendors
Deugro (Netherlands) BV	Vendors
Deugro (USA) Inc.	Vendors
Deugro Emirates Shipping LLC	Vendors
Deugro Shipping LLC	Vendors
Deugro Singapore Pte Ltd.	Vendors
DI UK Ltd.	Vendors
DI UK Ltd.	Vendors
Dialog Jubail Supply Base Co. Ltd.	Vendors
Dillinger Middle East FZE	Vendors
Dimension Data (Malaysia) Sdn. Bhd.	Vendors
Distribution NOW FZE	Vendors
DNV GL AS	Vendors
DNV GL Denmark AS	Vendors
DNV GL Malaysia Sdn. Bhd.	Vendors
DNV GL Singapore Pte. Ltd.	Vendors
Doha Cables WLL	Vendors
Doha Cables WLL	Vendors
D-Oil Gas Station	Vendors
Doka USA Ltd.	Vendors
Dooley Tackaberry Inc.	Vendors
Doosan Mecatec Co. Ltd.	Vendors
Double E Industrial LLC	Vendors
Douglas Chero SpA	Vendors
Douglas OHI LLC	Vendors
Downing Construction Inc.	Vendors
DP World UAE Region FZE	Vendors
Dresser Rand India Pvt Ltd.	Vendors
Dresser Valves Europe GmbH Hoogvliet	Vendors
Dresser Valves Europe GmbH Willich	Vendors

All Interested Parties	Category
Dresser Valves Europe GmbH Willich	Vendors
Dresser Valves Europe Viersen-Duelken	Vendors
Dril Quip Inc.	Vendors
Drilltec Servicos de Perfuracao Ltda.	Vendors
Dubai Rent A Car Co. LLC	Vendors
Duegro (UK) Ltd.	Vendors
Dun & Bradstreet Information Services	Vendors
Dunham Price Inc.	Vendors
Eastern Industrial Supplies Inc.	Vendors
Eastern Morris Cranes Co. Ltd.	Vendors
Eastern Navigation Pte Ltd.	Vendors
Eastern Power Technologies Inc.	Vendors
Eaton Corp. plc	Vendors
Eaton Electric Ltd.	Vendors
Ebara International Corp.	Vendors
Edgen Murray FZE	Vendors
Edgen Murray FZE	Vendors
Edgen Murray Malaysia Sdn Bhd	Vendors
Edgen Murray Malaysia Sdn Bhd	Vendors
Edward Scott Manpower Solutions LLC	Vendors
EEW Korea Co. Ltd.	Vendors
EEW Steel Trading LLC	Vendors
Eisenbau Kramer GmbH	Vendors
EK Crane Logistics Co. Ltd.	Vendors
Ekasindo Inti Semesta PT	Vendors
Ekato Corp.	Vendors
Electric Way LLC	Vendors
Element Materials Technology Houston LLC	Vendors
Emerson Process LLP	Vendors
Emerson Automation Solutions	Vendors
Emerson FZE	Vendors
Emerson Process Asia Pacific Pte Ltd	Vendors
Emerson Process Management (M) Sdn Bhd	Vendors
Emerson Process Management Distribution Ltd.	Vendors
Emerson Process Management Qatar SSC	Vendors
Emerson Process Management Sa De CV	Vendors
Emerson Process Management SRO	Vendors
Emirates Safety Services Ltd.	Vendors
Empyrean Benefits Solutions Inc.	Vendors
Ener Tech Welding & Manufacturing Inc.	Vendors

All Interested Parties	Category
Enermech (Trinidad & Tobago) Ltd.	Vendors
Enermech Mechanical Services Inc.	Vendors
Enermech Mexico SA de CV	Vendors
Enoc Bunkering International LLC	Vendors
EPM Power & Water Solutions Inc.	Vendors
Equinix Middle East FZ LLC	Vendors
Equipos Generales Universales SA	Vendors
Equipos Industriales del Golfo SA	Vendors
Eram Contracting Establishment	Vendors
Ercon Composites	Vendors
Ernst & Young LLP	Vendors
Ernst & Young LLP	Vendors
Errezeta Srl	Vendors
Esab Middle East FZE	Vendors
Eurest Proper Meals de Mexico SA de CV	Vendors
Europe Steel Projects	Vendors
Europe Steel Projects BV	Vendors
Evoqua Water Technologies LLC	Vendors
Evrax Oregon Steel Mills	Vendors
Examat Pte Ltd.	Vendors
Excel Contractors Inc.	Vendors
Excellift Sdn. Bhd.	Vendors
Excon Steel AS	Vendors
Express Offshore Solutions Pte Ltd.	Vendors
Fabricom	Vendors
Fagioli Inc.	Vendors
Fai Officine di Carvico SpA	Vendors
Falck Safety Services LLC	Vendors
Far East Hardware & Machinery Co. LLC	Vendors
Fasam SRL	Vendors
Fassmer Service America	Vendors
Fastenal Mexico S De RI De CV	Vendors
Faudi GmbH Stadtallendorf	Vendors
FBM Hudson Italaina Spa Terno D Isola	Vendors
Federal Flange Inc.	Vendors
Fender Care Middle East LLC	Vendors
Ferredos Sa De CV	Vendors
Fine Tubes Ltd.	Vendors
Fion N Dessein Sdn Bhd	Vendors
First Flight Holdings LLC	Vendors

All Interested Parties	Category
First Insurance Funding	Vendors
Fish & Richardson PC	Vendors
Fisher Controls	Vendors
Flexigistic General Warehousing	Vendors
Flexitallic LLC	Vendors
Floatec de Mexico SA de CV	Vendors
FloaTEC LLC	Vendors
FloaTEC LLC	Vendors
Floatec Singapore Pte Ltd.	Vendors
Floatec Singapore Pte Ltd.	Vendors
Flow Metering Co.	Vendors
Flowline Specialists DMCC	Vendors
Flowserve Corp.	Vendors
Flowserve GB Ltd.	Vendors
Flowserve Gulf FZE	Vendors
Flowserve S de RL de CV	Vendors
Flowserve Spain SL	Vendors
Flowserve SRL	Vendors
Flowserve US Inc.	Vendors
Flowserve Valbart SRL	Vendors
Flowtronix FT FZE	Vendors
Focal Point LLC, The	Vendors
Forterra Pipe & Precast LLC	Vendors
Fortress Steel Inc.	Vendors
Foster LLP	Vendors
Frames Energy Systems BV	Vendors
Frames Process Systems International BV	Vendors
Franklin Offshore International PLC	Vendors
Franklin Offshore Qatar WLL	Vendors
Freeport Welding & Fabricating Inc.	Vendors
FTI Consulting Inc.	Vendors
Fuego Y Gas Sa De CV	Vendors
Fugro Malaysia Marine Sdn Bhd	Vendors
Fugro Peninsular Services Wll	Vendors
Fugro Suhaimi Ltd.	Vendors
Fugro Survey (India) Pvt Ltd.	Vendors
Fugro Survey Middle East Ltd.	Vendors
Fulkrum Technical Resources Inc.	Vendors
G&G International NV	Vendors
G&W Electric Co.	Vendors

All Interested Parties	Category
GAC Bunker Fuels Ltd.	Vendors
GAC Shipping (India) Pvt Ltd.	Vendors
GAC Singapore Pte Ltd.	Vendors
Gaeli Diesel SA CV	Vendors
Galfar Al Misnad Engineering & Construction	Vendors
Galperti Engineering & Flow Control SpA	Vendors
Galperti Manufacturing (Malaysia) Sdn. Bhd.	Vendors
Gardiner & Theobald Fairway Ltd.	Vendors
Gardner Denver Ltd.	Vendors
Garlock Sealing Technologies	Vendors
Garnet Arabia Co. Ltd.	Vendors
GAS Unlimited Inc.	Vendors
GBM SRL	Vendors
GC Net Lease (Houston Westway II) Investors LLC, The	Vendors
GE Energy Power Conversion USA Inc.	Vendors
GE Infrastructure Sensing LLC	Vendors
GE Oil & Gas Australia Pty. Ltd.	Vendors
GE Oil & Gas LLC	Vendors
GE Oil & Gas Products & Services S de RL de CV	Vendors
GEA Batignolles Technologies Thermiques	Vendors
Geod Drilling Equipment & Supply Inc.	Vendors
Geodis Singapore Pte. Ltd.	Vendors
Gerab National Enterprises LLC	Vendors
Getwell Medical Center	Vendors
Gexpro	Vendors
Ghaya Grand Hotel	Vendors
GL Noble Denton	Vendors
Global National Recruitment Service	Vendors
Golden Batam Raya PT	Vendors
Goma Logistics & Services S de RL de CV	Vendors
Gonzalez, Evelin Castillo	Vendors
Goodwin International Ltd.	Vendors
Goriziane Group SpA	Vendors
Goriziane SpA	Vendors
Goulds Pumps Co. Ltd.	Vendors
GP Strategies Corp.	Vendors
GPK Marine Management Services Group	Vendors
GQS (Australia) Pty. Ltd.	Vendors
GR Birdwell Construction Inc.	Vendors
Granite Park VII Ltd.	Vendors

All Interested Parties	Category
Graver Water Systems LLC	Vendors
Greenhill & Co. LLC	Vendors
Greenville Plumbers & Pipefitters Local Union 391	Vendors
GRL Engineers Inc.	Vendors
Groves Equipment Rental Co. Inc	Vendors
Grupo de Asesores Legales y Tecnicos de la Construccion SA de CV	Vendors
Grupo Metelmex SA de CV	Vendors
GTC Technology US LLC	Vendors
Gulf Agency Co. Oman LLC	Vendors
Gulf Agency Qatar	Vendors
Gulf Coast Water & Ice LLC	Vendors
Gulf Incon International LLC	Vendors
Gulf Mahmal Support Services Co.	Vendors
Gulf Mas Engineering & Contracting	Vendors
Gulf Mechanical Engineers & Supplies	Vendors
Halliburton Energy Services Inc.	Vendors
Hamon Deltak Inc.	Vendors
Hamon Korea Co. Ltd.	Vendors
Hansa Meyer Heavy Haul & Rigging	Vendors
Hantech Ltd.	Vendors
Harris Communications FZCO	Vendors
Harrison, County of (TX), Chancery Clerk	Vendors
Harsco Industrial Air-X-Changers	Vendors
Hartmann Building Specialties Ltd.	Vendors
Hayward Baker Inc.	Vendors
HD Supply Construction Supply & Industrial White Cap	Vendors
Head & Engquist Equipment LLC	Vendors
Heat Treating Inc.	Vendors
Heatric Ltd.	Vendors
Hebei Yingkaimo Metal Net Co. Ltd	Vendors
Heliservicio SA DE CV	Vendors
Help/Systems LLC	Vendors
Hempel (Singapore) Pte Ltd.	Vendors
Hempel Paints Emirates LLC	Vendors
Herc Rentals Inc.	Vendors
Herc Rentals Inc.	Vendors
Herc Rentals National Reserve Desk	Vendors
Heurtey Petrochem SA	Vendors
Hewlett Packard Financial Services	Vendors
Hexagon PPM Middle East FZ LLC	Vendors

All Interested Parties	Category
Holland & Knight LLP	Vendors
Holloway Houston Inc.	Vendors
Holyhead Towing Co. Ltd.	Vendors
Honeywell Automation & Control Solutions	Vendors
Honeywell DOO	Vendors
Honeywell Inc.	Vendors
Honeywell International Inc.	Vendors
Horizon Arabian Trading EST	Vendors
Horizon Survey Arabia Co. Ltd.	Vendors
Horizon Survey Emirates LLC	Vendors
Hornbeck Offshore Services de Mexico S de RL de CV	Vendors
Hornbeck Offshore Services Inc.	Vendors
Hotard Coaches Inc.	Vendors
Hotard Coaches Inc.	Vendors
Howard Johnson Hotel Bur Dubai LLC	Vendors
Howden Thomassen Compressors BV	Vendors
HPF Energy Services	Vendors
Hubbell Inc.	Vendors
Hunger Hydraulics CC Ltd.	Vendors
Hunt Electric Supply Co. Inc.	Vendors
Hup Huat Timber Co. (S) Pte. Ltd.	Vendors
Hussain Abdullah Al Ajmi Trading EST	Vendors
Hussain Amer Al Shuqaih Trading EST	Vendors
Huta Hegerfeld Saudia Ltd.	Vendors
Hydralift Amclyde Inc.	Vendors
Hydratight FZE	Vendors
Hydratight Inc.	Vendors
Hydratight Ltd.	Vendors
Hyosung Goodsprings Inc.	Vendors
Hytorc USA	Vendors
Idemitsu Lubricants	Vendors
Igawara Industrial Service & Trading Pte. Ltd.	Vendors
IHC Iqip Singapore Pte. Ltd.	Vendors
ImageNet Consulting LLC	Vendors
Imdaad LLC	Vendors
Imperial Crane Services Inc.	Vendors
Imperial Garments Industry FZE	Vendors
Impostos E Outras Taxas	Vendors
IMR Catering Services LLC	Vendors
Inchcape Shipping Services	Vendors

All Interested Parties	Category
India, Government of, GST	Vendors
Industeel USA Inc.	Vendors
Industrial Piping Cos. LLC	Vendors
Industrial Piping Products Inc.	Vendors
Industrie Meccaniche di Bagnolo SRL	Vendors
Information Fort LLC	Vendors
Infosys Ltd.	Vendors
Infra SA de CV	Vendors
Ingram Readymix Mix	Vendors
Inmobiliaria Recreo Lagunero SA de CV	Vendors
Innova Global Inc.	Vendors
Insight Direct USA Inc.	Vendors
Insight Direct USA Inc.	Vendors
Insight Investments LLC	Vendors
Inspecciones y Soldaduras BASAF SA de CV	Vendors
Instrumentacion Valvulas y Refacciones SA de CV	Vendors
Instrumentation & Controls Co. Ltd.	Vendors
Insulations Inc.	Vendors
Intecha Deutschland GmbH	Vendors
Integra Fuels Inc.	Vendors
Integrated Flow Solutions	Vendors
Integrated Technology & Security LLC	Vendors
Intelx Technologies Inc.	Vendors
Intelliwave Technologies Inc.	Vendors
Inter Gulf Marine LLC	Vendors
Inter Power Marine Equipment	Vendors
InterDam BV	Vendors
InterDam BV	Vendors
Intergraph Corp.	Vendors
Intergraph Corp.	Vendors
International Cooling Tower USA Inc.	Vendors
International Health Care Offshore Ltd.	Vendors
International Management Resources	Vendors
International Piping Products Europe	Vendors
International School of Kuala Lumpur, The	Vendors
Interserve Construction Ltd.	Vendors
Interstate Solutions Ltd.	Vendors
Intsel Steel Distributors	Vendors
Invoke LLC	Vendors
IPCQ Pty. Ltd.	Vendors

All Interested Parties	Category
Iron Mountain	Vendors
Iron Mountain Records Management	Vendors
ISC Constructors LLC	Vendors
ISCOSA Industries & Maint Ltd.	Vendors
ISS Palumbo SRL	Vendors
ITW Welding Products Group FZE	Vendors
J Givoo Consultants Inc.	Vendors
J Power Systems Saudi Co. Ltd.	Vendors
JAG Trading & Contracting Est.	Vendors
James Fisher Offshore Ltd.	Vendors
Janus Fire Systems	Vendors
Japan Steel Works Ltd., The	Vendors
Jarf International Manpower Supply Services	Vendors
JDR Cable Systems Ltd.	Vendors
Jebel Ali Free Zone Authority	Vendors
JH Kelly LLC	Vendors
JM Test Systems Inc.	Vendors
JMC Heavy Industries Co. Ltd.	Vendors
John Zink Co.	Vendors
John Zink Keu GmbH	Vendors
Johnston Construction Co.	Vendors
Jones Walker	Vendors
Jotun Thailand Ltd.	Vendors
JT Thorpe & Son Inc.	Vendors
JT Thorpe Co.	Vendors
Jubail Energy Services Co.	Vendors
Jurunature Sdn. Bhd.	Vendors
K&L Gates LLP	Vendors
Kabelovna Kabex AS	Vendors
Kakinada Seaports Ltd.	Vendors
Kanoo Group, The	Vendors
Kanoo Travel Agency	Vendors
Kanoo Travel LLC	Vendors
Karmsund Maritime Offshore Supply AS	Vendors
KAS Elite General Contracting Est.	Vendors
KAS Negara	Vendors
Keith Industries Inc.	Vendors
Kelvion BV	Vendors
Keppel Fels Ltd.	Vendors
Keppel Shipyard Ltd.	Vendors

All Interested Parties	Category
Khalifa A Algosabi Diving & Marine	Vendors
Kian Seng Hardware Trading Pte. Ltd.	Vendors
Kim Seng Huat Hardware Pte. Ltd.	Vendors
King Fahd University of Petroleum & Minerals, Center for Environment & Water	Vendors
Kmeisa Instrumentacion y Servicios Mecanicos SA de CV	Vendors
Knowledge Launch LLC	Vendors
Kongsberg Maritime Inc.	Vendors
KordaMentha Forensic	Vendors
Korea Heat Exchanger Ind Co. Ltd.	Vendors
KPMG LLP	Vendors
KPS Metal AS	Vendors
Kreuz Challenger Pte. Ltd.	Vendors
Kronos Inc.	Vendors
KS Distribution (Thailand) Ltd.	Vendors
Kubota Materials Canada Corporation	Vendors
Kuiper International Pte Ltd.	Vendors
Kuiper Malaysia SDN BHD	Vendors
Kukdong Electric Wire Co. Ltd.	Vendors
Kurvers Inc.	Vendors
Kurvers Piping Middle East FZCO	Vendors
KY Tech Co. Ltd.	Vendors
Labelleco Fab LLC	Vendors
Laborde Marine Management LLC	Vendors
Lake Charles Harbor & Terminal District (LA)	Vendors
Land Securities Properties Ltd.	Vendors
Larsen & Toubro Ltd.	Vendors
Larsen & Toubro Ltd.	Vendors
Layang Atlantik Sdn. Bhd.	Vendors
LCB Corp. Co. Ltd.	Vendors
LCM Italia SpA	Vendors
Lealand Fund Transfers	Vendors
Leap Networks Pte. Ltd.	Vendors
Lee Hecht Harrison LLC	Vendors
Leeden National Oxygen Ltd.	Vendors
Lewa-Nikkiso Singapore Pte. Ltd.	Vendors
Liebherr Werk Ehingen GmbH	Vendors
Lighthouse Document Technologies Inc	Vendors
Lincoln Electric Italia SRL	Vendors
Lionweld Meiser LLC	Vendors
Lisega Inc.	Vendors

All Interested Parties	Category
Locar Guindastes e Transportes Intermodais Ltd.	Vendors
Locke Lord LLP	Vendors
Lockton Cos. LLC	Vendors
Lockwood Partners LLC	Vendors
London Offshore Consultants Mexico SA de CV	Vendors
Lone Star Risk Corp.	Vendors
Louisiana Machinery CAT	Vendors
Lucy Industrial Management Systems	Vendors
LVF SpA	Vendors
LVI Systems	Vendors
M&A Albawardi	Vendors
M. Husain & Brothers LLC	Vendors
Macchi SpA	Vendors
Madesta Co.	Vendors
Mahaffey Fabric Structures	Vendors
Mahmoud Mohammed Tulbah	Vendors
Majan Electricity Co. SAOC	Vendors
Mammoet	Vendors
Mammoet USA South Inc.	Vendors
Manarah Al Jubail Construction Co. Ltd.	Vendors
Manoir Pitres SAS	Vendors
Maral Carriers LLC	Vendors
Marcelo RP Chagas Usinagem e Reparos Navais –Me	Vendors
Marine Logistics Ltd.	Vendors
Marine Production System do Brasil Ltd.	Vendors
Marinsa De Mexico SA de CV	Vendors
Maritima Internacional SA de CV	Vendors
Mark Hackett Associates LLP	Vendors
Marubeni Itochu Steel Inc.	Vendors
Marubeni Itochu Steel Inc.	Vendors
Marvin Consulting Group	Vendors
Massy Energy Engineered Solutions Ltd.	Vendors
Master Flo Valve Inc.	Vendors
Materiales Industriales Ceta SA de CV	Vendors
Matrix Applied Technologies Pty. Ltd.	Vendors
Matthew Healey Services Ltd.	Vendors
Matthews Daniel Ser Bermuda Ltd.	Vendors
Maybank	Vendors
McClure Co. Inc.	Vendors
McDonnel Group, The	Vendors

All Interested Parties	Category
McDonough Servicio Maritimo de Mexico S de RL de CV	Vendors
Megawatts Engineering Services Pte. Ltd.	Vendors
Menara Hap Seng Sdn. Bhd.	Vendors
Menard Group USA	Vendors
Menck GmbH	Vendors
Meridian Leasing Corp.	Vendors
Metec SARL	Vendors
Metonmas Metal Sdn. Bhd.	Vendors
Metro Solaris Mexico SA de CV	Vendors
Metso Automation BV Bunschoten Spakenburg	Vendors
Metso Automation MAPAG GmbH	Vendors
MIA Arabia Co.	Vendors
Micro Motion Inc.	Vendors
Microsoft Corp.	Vendors
Milaha Trading	Vendors
Mistras Group Inc.	Vendors
Mitsubishi Hitachi Power Systems	Vendors
Mitsui & Co. Ltd.	Vendors
MJ Precision Tools Pte. Ltd.	Vendors
MMR Constructors Inc.	Vendors
Mobile Modular Management Corp.	Vendors
Modern Building Maintenance Co. LLC	Vendors
Mohamed Abdulrahman Al-Bahar	Vendors
Mokveld Valves BV	Vendors
Moore Construction Inc.	Vendors
Moravia Systems AS EUR Hodonin	Vendors
Morris Shea Bridge Co.	Vendors
Mosswood Property Development	Vendors
Motive FZC	Vendors
MPW Industrial Water Services Inc.	Vendors
Mubarak Abdullah Al Suwaiket Sons Co.	Vendors
Murray Supply Co.	Vendors
Musanadah Facilities Management Co.	Vendors
MZJV GPX	Vendors
Nafal Contracting & Trading Co. LLC	Vendors
Najm Al Balad Trading Co. LLC	Vendors
Nakilat Agency Co.	Vendors
Nakilat Keppel Offshore & Marine Ltd.	Vendors
Nalco Korea Ltd.	Vendors
Nanjing Construction	Vendors

All Interested Parties	Category
National Oilwell Varco Norway AS	Vendors
Native Sons Ltd.	Vendors
Naviera Integral SA de CV	Vendors
Nayal, Ahmad Suleiman	Vendors
NB Surveys Ltd.	Vendors
NCI Nursing Corp.	Vendors
NDT Global SA de CV	Vendors
Negtestroiservices Ltd.	Vendors
Neptune Chemical Pump Co. Inc.	Vendors
Neptune Subsea Stabilisation Pte. Ltd.	Vendors
NES Global Arabia Ltd.	Vendors
NES Global Arabia Ltd.	Vendors
NES Global LLC	Vendors
NES Global LLC	Vendors
Netherlands, Government of the, Ministry of Finance, Tax & Customs Administration	Vendors
New India Assurance Co. Ltd., The	Vendors
New Industries LLC	Vendors
Neway Valve Europe BV	Vendors
Newsea Works Sdn. Bhd.	Vendors
Nexans Norway AS	Vendors
Nexus Metals Trading Est.	Vendors
Niles Industrial Coatings LLC	Vendors
Ningbo Zhongjiang High Strength Bolts Co. Ltd.	Vendors
NOA Office Solutions LLC	Vendors
Nooter/Eriksen Inc.	Vendors
Norcontrol Inspeccion SA de CV	Vendors
North West Marine Equipment Trading	Vendors
NOV Process & Flow Technologies AS	Vendors
Nova Systems Engineering	Vendors
Novenco AS	Vendors
NST Welding Asia Pte. Ltd.	Vendors
NuCompass Mobility Services	Vendors
Nuovo Pignone International SRL	Vendors
Nuovo Pignone SpA EURO	Vendors
Nuovo Pignone SRL	Vendors
Oasis Island International Trading & Industrial Services	Vendors
O'Brien Corp.	Vendors
Oceaneering Holdings SARL Saudi	Vendors
Oceaneering International	Vendors
Oceaneering International GmbH	Vendors

All Interested Parties	Category
Oceaneering International Services Ltd.	Vendors
Oceaneering OIS Co.WLL	Vendors
Oceanica Engenharia e Consultoria Eireli	Vendors
Oceanteam Bourbon 4 AS	Vendors
Oceanwide Cyprus Ltd.	Vendors
Oceanwide Houston Inc.	Vendors
Officine Meccaniche Villa & Bonaldi SpA	Vendors
Officine Nicola Galperti e Figlio SpA	Vendors
Officine Santafede SRL	Vendors
Offshore Inland Marine & Oilfield Services Inc.	Vendors
Offshore Partners BV, The	Vendors
Offshore Protection Construction & Services	Vendors
Oglaend System Singapore Pte. Ltd.	Vendors
Ogletree Deakins Nash Smoak & Stewart PC	Vendors
Oil States Industries Inc.	Vendors
Oil States Skagit Smatco LLC	Vendors
Oilfield International Equipment & Supplies Pte. Ltd.	Vendors
Oldcastle Precast	Vendors
Oliver Valves Ltd.	Vendors
Olympus America de Mexico SA de CV	Vendors
OMB Valves Inc.	Vendors
OME Metallurgica Erbesse SRL	Vendors
Omega AS	Vendors
Omega PS Singapore	Vendors
OMI Environmental Solutions	Vendors
OMS Saleri SpA	Vendors
OMS Saleri SRL	Vendors
Ondrejovicka Strojirna Spol-Ondrejovice	Vendors
Optical Metrology Services Ltd.	Vendors
Optimex	Vendors
Optiv Security Inc.	Vendors
Optiv Security Inc.	Vendors
Oracle America Inc.	Vendors
Oracle America Inc.	Vendors
Oracle Nederland BV	Vendors
Orcina Ltd.	Vendors
Orga BV	Vendors
Orgtec S de RL de CV	Vendors
Orion SpA	Vendors
Orton SRL	Vendors

All Interested Parties	Category
Oscar Associates Americas LLC	Vendors
Osha Liang LLP	Vendors
OSM Crew Management Ltd.	Vendors
Overseas Marine Logistics LLC	Vendors
P&I Supply Co.	Vendors
Pacific Crest Pte. Ltd.	Vendors
Panelmatic Texas Inc.	Vendors
Park Derochie Inc.	Vendors
Parmadar Pte. Ltd.	Vendors
Patriot Security Ltd.	Vendors
PCT Group Ltd.	Vendors
Peerless Manufacturing Co.	Vendors
Penn Tool	Vendors
Pennoil Tech Servicios Ltd.	Vendors
Pennsylvania Tool Sales & Service Inc	Vendors
Penticton Foundry	Vendors
Penzkhimmash	Vendors
Perar SpA	Vendors
Perfiles de Fierro y Lamina Atiye SA de CV	Vendors
Perforadora Industrial del Oriente SA de CV	Vendors
Performance Contracting Inc.	Vendors
Performance Contractor Inc.	Vendors
Perkasa Padu Sdn. Bhd.	Vendors
Pesco Emirates Electrical Services	Vendors
Peterson Transportation Inc.	Vendors
Petrochem Insulation Inc.	Vendors
Petrolvalves SpA	Vendors
Petrolvalves SpA	Vendors
Petronas Dagangan Berhad	Vendors
Petronash FZE	Vendors
Pfeifer ME Wire Rope & Lifting Technology	Vendors
PH Hydraulics & Engineering Pte. Ltd.	Vendors
Phoenix Industrial Services 1 LP	Vendors
Phoenix Services	Vendors
Pietro Fiorentini SpA	Vendors
PIH Services Me Ltd.	Vendors
PII GX LLC	Vendors
Pinturas Hempel De Mexico SA de CV	Vendors
Piping Technology & Products Inc.	Vendors
Pixel Digital Systems LLC	Vendors

All Interested Parties	Category
Point Eight Power Inc.	Vendors
Port Aggregates Inc.	Vendors
Pot O Gold Rentals Inc.	Vendors
Powell Electrical Systems Inc.	Vendors
Power Tech for Metal Fabrications	Vendors
PPSB Offshore Ltd.	Vendors
Praxair Distribution	Vendors
Praxair Inc.	Vendors
Precision Machining & Fabrication LLC	Vendors
Preston Phipps Inc.	Vendors
Prias Cadavid SAS	Vendors
PricewaterhouseCoopers Advisory Services	Vendors
PricewaterhouseCoopers LLP	Vendors
PRIME Occupational Medicine	Vendors
Process Safety & Reliability Group Inc.	Vendors
Process Systems Enterprise	Vendors
Productos de Carga SA de CV	Vendors
Project Materials USA LLC	Vendors
Prominent Fluid Controls Inc.	Vendors
Provedora de Seguridad Industrial del Golfo SA de CV	Vendors
PT Air Energy Indonesia	Vendors
PT Asuransi Jiwa Adisarana Wanaartha	Vendors
PT Aver Asia	Vendors
PT Bahari Eka Nusantara	Vendors
PT Batam Konektra Jaya	Vendors
PT Batam Niaga Perkasa	Vendors
PT Cladtek Bi Metal Manufacturing	Vendors
PT Cladtek BI Metal Manufacturing	Vendors
PT Continental Industry Supply	Vendors
PT DUA Utama Jaya	Vendors
PT DWI Sumber Arca Waja	Vendors
PT Ekasurya Mandiri	Vendors
PT Ferwindo Karya Pratama	Vendors
PT Great Dynamic Indonesia	Vendors
PT Hilti Nusantara	Vendors
PT IBS Insurance Broking Service	Vendors
PT Ivory Fortuner Mas	Vendors
PT Jamsostek Persero Cabang Batam I	Vendors
PT Jotun Indonesia	Vendors
PT KTL Offshore Indonesia	Vendors

All Interested Parties	Category
PT Logamindo Perkasa	Vendors
PT Maxindo Resources	Vendors
PT Mitra Andalan Batam	Vendors
PT National Industrial Gases	Vendors
PT Pan Nusantara Sentosa	Vendors
PT Pelayanan Listrik Nasional BATAM	Vendors
PT Pelayaran Citranstirta Tatasarana	Vendors
PT Prasmanindo Boga Utama	Vendors
PT Profab Indonesia	Vendors
PT Progress Miorita	Vendors
PT Proserv	Vendors
PT Proserv	Vendors
PT Proserv	Vendors
PT Putra Intan Sejahtera	Vendors
PT Samudra Oceanearing	Vendors
PT Sarana Rusel Victory	Vendors
PT SeaQuest Engineering	Vendors
PT Sumber Maritim	Vendors
PT Suryasarana Hidupjaya	Vendors
PT Toyo Kanetsu Indonesia	Vendors
PT Tripiranti Maju Jaya	Vendors
PT UT Quality Indonesia	Vendors
PT Weka Globalindo	Vendors
PT Yupiter Baru Jaya	Vendors
Puffer Sweiven LP	Vendors
Pvan Leeuwen Jr.'s Buizenhandel BV	Vendors
PVE Cranes Middle East LLC	Vendors
Qatar German Gasket Factory	Vendors
Quality International Co. Ltd. FZE	Vendors
Quality Mat Co.	Vendors
Quell Private Ltd.	Vendors
R.Stahl Schaltgeräte GmbH	Vendors
R1 Enterprises	Vendors
R1 Enterprises Branch	Vendors
Rae Energy Asia Pacific Pte. Ltd.	Vendors
Rae Energy US Inc.	Vendors
Ram Pumps Ltd.	Vendors
Ram Tool Construction Supply Co.	Vendors
Ramboll Consulting Engineering	Vendors
Ramboll Danmark AS	Vendors

All Interested Parties	Category
Rawson LP	Vendors
Ray Advertising & Publicity LLC	Vendors
RE Mac UT SRL	Vendors
Reco USA	Vendors
Red D Arc SA de CV	Vendors
Redaelli Tecna SpA	Vendors
REDNA Trading & Development Co.	Vendors
Refractarios Alfran Mexico SA de CV	Vendors
Reladyne Inc.	Vendors
Remedial Construction Services LP	Vendors
Resinex Trading SRL	Vendors
Rexel Germany GmbH & Co. KG	Vendors
Rexel Italia SpA	Vendors
Reynolds Co., The	Vendors
Rezayat Trading Co. Ltd.	Vendors
RigNet EIS Inc.	Vendors
Rignet Inc. Abu Dhabi	Vendors
Rignet Mobile Solutions	Vendors
Rignet Qatar WLL	Vendors
Rilco Manufacturing Co. Inc.	Vendors
Robert E. Mason & Associates Inc.	Vendors
Robertson Buildings Systems Ltd.	Vendors
Rohrback Cosasco Systems UK Ltd.	Vendors
Roll Group Projects BV	Vendors
Rolls Royce Commercial Marine Inc.	Vendors
Rollstud Ltd.	Vendors
Rollstud Middle East Inc.	Vendors
Royal International Pipe & Supply Inc.	Vendors
Rubb Inc.	Vendors
Rueger GmbH	Vendors
Ruhrpumpen GmbH	Vendors
S&P Global Market Intelligence Inc.	Vendors
S&T Corp.	Vendors
Safetec SRL	Vendors
Safety Management Systems	Vendors
Saiia Construction Co. LLC	Vendors
Samara Trading Est.	Vendors
Samkang M&T Co. Ltd.	Vendors
Samkang M&T Co. Ltd.	Vendors
Samsung C&T	Vendors

All Interested Parties	Category
SAP America	Vendors
Sapura Fabrication SDN BHD	Vendors
Sarens NV	Vendors
Satellite Shelters Inc.	Vendors
Saudi Alfaris International Co.	Vendors
Saudi Arabian Kentz Co. Ltd.	Vendors
Saudi Condreco Ltd.	Vendors
Saudi Fal Co. Ltd.	Vendors
Saudi International Construction Co.	Vendors
Saudi Petroleum Services Polytechnic	Vendors
Saudi Wells Technology Factory	Vendors
Savills UK Ltd.	Vendors
SBS Steel Belt Systems SRL	Vendors
Scandinavian Fittings & Flanges AS	Vendors
Schlumberger Global Support Centre	Vendors
Schlumberger Oilfield UK PLC	Vendors
Schmidtsche Schack-Arvos Group	Vendors
Schulz Export GMBH	Vendors
Schulz Piping Component Pte Ltd.	Vendors
Schweitzer Engineering Laboratories	Vendors
Sea Safety Marine Services Co. LLC	Vendors
Seacontractors Brokerage BV	Vendors
Seacor Offshore Dubai LLC	Vendors
Seagull Marine Inc.	Vendors
Secretariat International Inc.	Vendors
Securiton DOO	Vendors
Sedres Maritime Co. Ltd.	Vendors
Sentry Equipment Corp.	Vendors
Servicios De Turbinas Solar S DE RI DE CV	Vendors
Ses Star Trading	Vendors
Set Solutions Inc.	Vendors
Seven Seas Services LLC	Vendors
Severn Glocon Group plc	Vendors
Sewon Cellontech Co. Ltd.	Vendors
SGS Gulf Ltd.	Vendors
SGS Inspection Services Saudi Arabia	Vendors
Sharifi Brothers Co. LLC	Vendors
Shaw Emirates Pipe Manufacturing LLC	Vendors
Shawcor Singapore Pte Ltd.	Vendors
Sheffield Offshore Services	Vendors

All Interested Parties	Category
Shell Catalysts & Technologies Americas	Vendors
Shell Catalysts & Technologies LP	Vendors
Shermco Industries	Vendors
Shermco Industries	Vendors
Sherwin Williams Co., The	Vendors
Sherwood Steel Ltd.	Vendors
SHI International Corp.	Vendors
Shinsho Corp.	Vendors
Shipham Valves Ltd.	Vendors
Shree Steel Overseas FZCO	Vendors
SHRM Catering Services Inc.	Vendors
Sices Polska SP.ZOO Lonate Ceppino	Vendors
Siemens AG	Vendors
Siemens AG PGI	Vendors
Siemens DOO	Vendors
Siemens Energy Inc.	Vendors
Siemens Pte. Ltd.	Vendors
Sigma Engineering EST	Vendors
Sigma Enterprises LLC	Vendors
Sign Me Trading	Vendors
Silcotub SA	Vendors
Siluria Technologies Inc.	Vendors
Sim Industry Service DOO	Vendors
Sim Randridge LLC	Vendors
Skyline General Contracting EST	Vendors
Skyway Canada Ltd.	Vendors
Slalom Consulting	Vendors
Snamprogetti Engineering BV	Vendors
Sodexo do Brasil Comercial SA	Vendors
Sodexo Food Solutions India Private Ltd.	Vendors
Sodexo Mexico SA DE CV	Vendors
Sofinter SPA Macchi	Vendors
Solar Turbines Inc.	Vendors
Solar Turbines International Co.	Vendors
Solas Marine Services Co. LLC	Vendors
Solas Marine Services EST	Vendors
Sormec SRL	Vendors
Sources Workshop Equipment Co. LLC	Vendors
SP Mechanical Engineering Co. Ltd.	Vendors
Sparc Technologies	Vendors

All Interested Parties	Category
Special Counsel Inc.	Vendors
Special Metals Welding Products Co.	Vendors
Special Metals Wiggin Ltd.	Vendors
Specialist Services Group	Vendors
Specialized Marine Sdn. Bhd.	Vendors
Speed Blast SA de CV	Vendors
Spencer Ogden Sdn. Bhd.	Vendors
Spider, a Division of SafeWorks LLC	Vendors
Spider, a Division of SafeWorks LLC	Vendors
Spitzer Industries Inc.	Vendors
SPP Pumps Ltd.	Vendors
SPX Middle East FZE	Vendors
SPX Transformer Solutions Inc.	Vendors
SRI SAI Oilfield Equipments & Marine Services	Vendors
SSAB AB	Vendors
ST Engineering Halter Marine & Offshore Inc.	Vendors
Stahl Cranesystems GmbH	Vendors
Stainalloy USA BV	Vendors
Standard Chartered Bank	Vendors
Stanford Marine LLC	Vendors
State Bank of India	Vendors
State Service Co.	Vendors
Steel & People Ltd.	Vendors
Steel & Pipe Supply Co. Inc.	Vendors
Steel Plate & Sections Ltd.	Vendors
Steel Plate & Sections Ltd.	Vendors
Steclaris Pte. Ltd.	Vendors
Steelmax International Co. Ltd.	Vendors
Stelco Electric LLC	Vendors
Sterling Crane Inc.	Vendors
Steuart Maritime Mexico S de RL de CV	Vendors
Stichting Maritiem Research Instituut Nederland	Vendors
Stooss USA Inc.	Vendors
Stork Technical Services Trinidad & Tobago Ltd.	Vendors
STS Industrial Inc.	Vendors
STST	Vendors
Subsea Protection Systems LLC	Vendors
Sulzer Chemtech Ltd.	Vendors
Sulzer Pumpen Deutschland GmbH	Vendors
Sulzer Pumpen Deutschland GmbH	Vendors

All Interested Parties	Category
Sulzer Pumps India Ltd.	Vendors
Sulzer Pumps US Inc.	Vendors
Sumitomo Electric Industries Ltd.	Vendors
Summit Electric Supply Co. Inc.	Vendors
Summit Electric Supply Co. Inc.	Vendors
Sun Industrial Group LLC	Vendors
Sunbelt Industrial Co. Inc.	Vendors
Sunbelt Rentals Inc.	Vendors
Sunbelt Supply Co.	Vendors
Sunbelt Supply Co.	Vendors
Superbraço Serviços Marítimos Ltd.	Vendors
Superheat FGH Services Inc.	Vendors
Superior Industrial Insulation Co.	Vendors
Swagelok North Carolina East Tennessee	Vendors
Swift Technical Servicios Tecnicos Especializados Ltd.	Vendors
Swire Pacific Offshore Dubai LLC	Vendors
Swire Pacific Offshore Operations Pte. Ltd.	Vendors
Tableau Software Inc.	Vendors
Tata Consultancy Services Ltd.	Vendors
Tata Projects Ltd.	Vendors
Team Fabricators LLC	Vendors
Team Industrial Services Inc.	Vendors
Techcrane International Inc.	Vendors
Technip Umbilicals Inc.	Vendors
Tecno Electrica SA	Vendors
Tecnologia En Soldadura y Corte SA	Vendors
Tecnoservicios y Comercializadora Industrial del Norte SA de CV	Vendors
Tecon Services Inc.	Vendors
Tecside Group	Vendors
Tectra AS	Vendors
Tectubi Raccordi SpA	Vendors
Tehnix Beo DOO	Vendors
Tenaris Global Services SA	Vendors
Tenaris Global Services SA	Vendors
Tetrad Insulation Services Inc.	Vendors
Texas Pipe & Supply Co. Ltd.	Vendors
Texas Series of Lockton Cos. LLC	Vendors
Texas Steam & Instrumentation	Vendors
Texas, State of, Comptroller of Public Accounts	Vendors
Texas, State of, Treasurer Comptroller	Vendors

All Interested Parties	Category
Thales Geosolutions Overseas Ltd.	Vendors
Thermal Ceramics Italiana SRL	Vendors
Thermal Engineering International	Vendors
Thermal Industrial Insulation Inc.	Vendors
Thermoengineering SRL	Vendors
Thomarios Construction	Vendors
Thompson Pipe Group	Vendors
Tideland Signal Corp.	Vendors
Tiger Lifting UK Ltd.	Vendors
Tisab DOO	Vendors
Titan Logistics & Support Services Ltd.	Vendors
TMM Division Maritima SA de CV	Vendors
TMP SpA Termomeccanica Pompe	Vendors
TMT Solutions Sdn. Bhd.	Vendors
TMT Steel Public Co. Ltd.	Vendors
Tobras Distribuidora de Combustiveis Ltd.	Vendors
Topaz Energy & Marine Ltd.	Vendors
Torishima Pump Manufacturing Co. Ltd.	Vendors
Toshiba America Energy Systems Corp.	Vendors
Total Industrial Plant Services	Vendors
TPK Engineering Controls Pte. Ltd.	Vendors
Trabajos de Altura Sin Riesgo SA de CV	Vendors
Tradewind Asiapacific Corp.	Vendors
Tradex LLC	Vendors
Trans Asia Pipeline Services FZCO	Vendors
Trans Asia Saudi Pipeline Services	Vendors
Trans Global Projects LLC	Vendors
Transglobal Projects Middle East FZ	Vendors
Transpais Unico SA de CV	Vendors
Travocean Middle East LLC	Vendors
Trelleborg Singapore Pte. Ltd.	Vendors
Tri Coast Carriers LLC	Vendors
Tri Star Industries Pte. Ltd.	Vendors
Tri Tool International Inc.	Vendors
Triad Electric & Controls Inc.	Vendors
Trinidad Offshore Fabricators Unlimited	Vendors
Triple Crown Enterprises Ltd.	Vendors
Triplefast Middle East Ltd.	Vendors
Triturados Santa Clara SA de CV	Vendors
Troop Industrial	Vendors

All Interested Parties	Category
Trouvay & Cauvin Asia Pacific Co. Ltd.	Vendors
Trouvay & Cauvin Asia Pacific Co. Ltd.	Vendors
Truflo Rona SRL	Vendors
Tube Developments Ltd.	Vendors
Tube Developments Ltd.	Vendors
Tuberia y Valvulas del Norte SA de CV	Vendors
Tuff Industries (S) Pte. Ltd.	Vendors
Tumpuan Megah Development Sdn. Bhd.	Vendors
Tuqnia LLC	Vendors
Turbo Mex Refacciones Mantenimiento y Seguridad Industrial SA de CV	Vendors
Tweed Maritime Ltd.	Vendors
Tyco Fire & Safety Security LLC	Vendors
ULO Systems LLC	Vendors
Ultra Deep Subsea Pte. Ltd.	Vendors
Uniformes de Tampico SA de CV	Vendors
Unique Systems FZE	Vendors
Unisafe Pte. Ltd.	Vendors
United Rentals Atlanta	Vendors
United Rentals Inc.	Vendors
United Site Services of LA Inc.	Vendors
United Steel Grating Factory	Vendors
United Vision Logistics	Vendors
Universal Phone Systems Inc.	Vendors
Universal Steel Holland BV	Vendors
UOP LLC	Vendors
UOP NV	Vendors
UPS Industrial Services LLC	Vendors
Uralkhimmash PJSC	Vendors
UTEC Survey Asia Pte. Ltd.	Vendors
Vacono Aluminium Covers GmbH	Vendors
Vallianz Offshore Marine Pte. Ltd.	Vendors
Vallourec Deutschland GmbH	Vendors
Vallourec Solucoes Tubulares do Brasil SA	Vendors
Valvospain Industrial SA	Vendors
Van Leeuwen Pipe & Tube LLC	Vendors
Van Leeuwen Pipe & Tube Thailand Ltd.	Vendors
Vantrunk Ltd.	Vendors
Vass Pipe & Steel Co. Inc.	Vendors
Velosi (M) Sdn. Bhd.	Vendors
Venture Gulf Engineering WLL	Vendors

All Interested Parties	Category
Veolia Water Technologies Inc.	Vendors
Versa Integrity Group Inc.	Vendors
Versabar Inc.	Vendors
Versalis SpA	Vendors
Vertech US Inc.	Vendors
VFP Fire Systems	Vendors
Viking Erectors Corp.	Vendors
Viking Life Saving Equipment ME	Vendors
Viking Trading Co. Ltd.	Vendors
Vilmar SA	Vendors
VKU Urban LLP	Vendors
VME Technical Services Sdn. Bhd.	Vendors
Vodacom Mozambique	Vendors
Voestalpine Bohler Welding Mexico	Vendors
Vryhof Anchors BV	Vendors
Vulcan Materials Co.	Vendors
W Industries of Texas LLC	Vendors
Waagner Biro Gulf LLC	Vendors
Wachtell Lipton Rosen & Katz LLP	Vendors
Wahah Electric Supply Co. of Saudi Arabia Ltd.	Vendors
Wartsila North America Inc.	Vendors
Wartsila Singapore Pte. Ltd.	Vendors
Waterfleet LLC	Vendors
Watson Millican & Co. LLC	Vendors
Webforge Thailand Ltd.	Vendors
Welcome Hotel Apartment 1	Vendors
Wesal Shipping LLC	Vendors
West Houston Fluid System Technologies LLC	Vendors
Western Seas Freight LLC	Vendors
Whitamex SA de CV	Vendors
William Hare UAE LLC	Vendors
Williams Scotsman Mexico	Vendors
Willich Services & Construction Co. Ltd.	Vendors
Wind Cable Services BV	Vendors
WM Trucking & Excavating Inc.	Vendors
WO Grubb	Vendors
Wood Group Kenny do Brasil Servicos de Engenharia Ltd.	Vendors
Wood Group Kenny Sdn. Bhd.	Vendors
World Fuel Services Inc.	Vendors
Worthington SRL	Vendors

All Interested Parties	Category
WS Atkins Inc.	Vendors
WT Byler Co. Inc.	Vendors
WT Petrotech USA Inc.	Vendors
Xiamen NCC Steel Engineering Co. Ltd.	Vendors
Yeow HWA Engineering Pte. Ltd.	Vendors
Yokogawa Corp. of America	Vendors
Yokogawa Electric Corp.	Vendors
Yokogawa Electric Korea Co. Ltd.	Vendors
Yokogawa Europe Solutions BV	Vendors
Yokogawa Europe Solutions BV	Vendors
Yokogawa GmbH	Vendors
Yokogawa Middle East & Africa BSC	Vendors
Yong Fah International Pte. Ltd.	Vendors
Yova Haagse Poort BV	Vendors
Yusuf Bin Ahmed Kanoo	Vendors
Yusuf Bin Ahmed Kanoo WLL	Vendors
Zachry Industrial Inc.	Vendors
Zahid Tractor & Heavy Machinery Co. Ltd.	Vendors
Zakher Marine International Inc.	Vendors
Zamil Offshore Services Co.	Vendors
Zeamarine Carrier GMBH	Vendors
Zeeco Inc.	Vendors
Zhangjiagang Furui Heavy Equipment Co.	Vendors
Zhejiang Jiuli Hi Tech Metals Co. Ltd.	Vendors
Zmk Technologies GmbH	Vendors
Zurich International Life Ltd.	Vendors
Diane Livingstone	Bankruptcy Court Personnel
Jacqueline Boykin	Bankruptcy Court Personnel
Hector Duran	Bankruptcy Court Personnel
Barbara Griffin	Bankruptcy Court Personnel
Luci Johnson-Davis	Bankruptcy Court Personnel
Alicia McCullar	Bankruptcy Court Personnel
Linda Motton	Bankruptcy Court Personnel
Glenn Otto	Bankruptcy Court Personnel
Patricia Schmidt	Bankruptcy Court Personnel
Christy Simmons	Bankruptcy Court Personnel
Gwen Smith	Bankruptcy Court Personnel
Stephen Statham	Bankruptcy Court Personnel
Clarissa Waxton	Bankruptcy Court Personnel

All Interested Parties	Category
Judge Marvin Isgur	Bankruptcy Court Personnel
Chief Judge David R. Jones	Bankruptcy Court Personnel
Judge Christopher M. Lopez	Bankruptcy Court Personnel
Judge Jeffrey P. Norman	Bankruptcy Court Personnel
Judge Eduardo V. Rodriguez	Bankruptcy Court Personnel

Schedule A-2**Relationships with Potential Parties-in-Interest**

1. Evercore Group L.L.C., Evercore Partners International LLP or one of their affiliates has provided, within the preceding two years, or is currently providing financial advisory or other services to the following Potential Parties in Interest or related parties thereto, in each case in matters unrelated to the Debtors and these chapter 11 cases (unless otherwise noted):

Potential Party in Interest	Interested Party List Category
ABN Amro	Secured Holders / Revolver
ABN Amro Bank	Banks
ABN Amro Capital USA LLC	LC Issuing Banks
Aeg Power Solutions Gmbh	Vendors
Aegon	Benefit Providers
Aegon USA Investment Management LLC	TLB Holders
Allianz Global Investors U.S., LLC	Senior Note Holders
	TLB Holders
Allianz Middle East Ship Management	Vendors
Allianz P.L.C.	Surety Bonds
Alvarez & Marsal Corporate Performance Improvement LLC	Vendors
American Century Investment Management, Inc.	Senior Note Holders
Apache Industrial Services Inc	Vendors
APEX Clear	Senior Note Holders
Apollo Communications Sa De Cv	Vendors
Appaloosa Investment L.P.	Significant Litigation Claimants
Arab Banking Corporation (B.S.C.)	LC Issuing Banks
Aramco	Significant Customers
Aristeia Capital, LLC	Senior Note Holders
Avenue Europe International Management LP	Forbearance Signees
Avenue Capital Management II LP	TLB Holders
AXA	Benefit Providers
Axa Investment Managers Inc.	TLB Holders
Banco Santander	Banks
Barclays Bank Plc-New York Branch	TLB Holders
Barclays Capital Inc.	Senior Note Holders
	TLB Holders
	Vendors
Baupost Group	TLB Holders

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- 1 Financial Advisory services includes: M&A advisory services, debt advisory services, restructuring advisory services and underwriting, as applicable.
- 2 As described more fully in the Application, Evercore maintains a strict information barrier between the restructuring advisory personnel and personnel engaged in its sales, trading, and research activities.

Potential Party in Interest	Interested Party List Category
Benefit Street Partners	Senior Note Holders
Benefit Street Partners LLC	TLB Holders
Berkshire Hathaway Specialty Insurance Co.	Insurance Providers
Blackrock	Senior Note Holders
Blackrock Financial Management Inc	TLB Holders
Blackrock Specialist Strategies Fund	TLB Holders
Bluemountain Capital Management LLC	TLB Holders
BMO Asset Management	Senior Note Holders
BMO Harris Bank, N.A.	LC Issuing Banks
BNP Paribas	Banks
	Senior Note Holders
Brown Brothers Harriman	Senior Note Holders
Calamos Advisors LLC	TLB Holders
Capital Research & Management Co.	Forebearance Signees
	Senior Note Holders
	TLB Holders
Carlyle Investment Management LLC	TLB Holders
Cbre Inc	Vendors
Centerbridge Credit Partners Master LP	TLB Holders
Centerbridge Partners LP	TLB Holders
Centerpoint Energy	Utility Providers
Charles Schwab	Senior Note Holders
Chicago Bridge & Iron (Antilles) N. V.	Legal Entities
Chicago Bridge & Iron Company	Legal Entities
Chicago Bridge & Iron Company (Delaware)	Legal Entities
Chicago Bridge & Iron Company (Netherlands), LLC	Legal Entities
Chicago Bridge & Iron Company B.V.	Legal Entities
CIBC	Senior Note Holders
Credit Suisse AG	TLB Holders
Cyrus Capital Partners LP	TLB Holders
Danske Bank A/G	Senior Note Holders
Davidson Kempner Capital Management, L.P.	Senior Note Holders
Deloitte Consulting Llp	Vendors
Deloitte Tax Llp	Vendors
Deutsche Bank AG	Banks
Deutsche Bank AG	Senior Note Holders
Deutsche Bank AG-New York Branch	TLB Holders
Diamond Hill Capital Management	Senior Note Holders
DNB ASA	Senior Note Holders
Eaton Corporation	Vendors
Eaton Vance	TLB Holders
Eaton Vance Management	TLB Holders
Elliott Associates LP	TLB Holders

Potential Party in Interest	Interested Party List Category
Everett, City of (WA)	Taxing Authorities
Fidelity	Benefit Providers
First Pacific Advisors LLC	Forbearance Signees
First Pacific Advisors LP	TLB Holders
Floatec Llc	Vendors
Flowserve	Vendors
Foresters Investment Management	Senior Note Holders
Goldman Sachs Asset Management, L.P. (U.S.)	Senior Note Holders
Goldman Sachs Bank USA	TLB Holders
Halliburton Energy Services Inc	Vendors
Harris Bank	Banks
Help/Systems Llc	Vendors
Honeywell Inc	Vendors
Honeywell International	Vendors
	Prospective Buyers/Bidders
Hotchkis & Wiley Capital Mgmt.	Senior Note Holders
HPS Investment Partners LLC	TLB Holders
HSBC Bank	Banks
HSBC Global Asset Management (France)	Senior Note Holders
ICICI Bank	Banks
ING Bank N.V.	LC Issuing Banks
Intelix Technologies Inc.	Vendors
Invesco Advisers Inc.	TLB Holders
Invesco Canada Limited	TLB Holders
Invesco Holding Company Limited	TLB Holders
Invesco Ltd.	Senior Note Holders
Invesco Management SA	TLB Holders
Invesco Senior Loan Fund	TLB Holders
Invesco Senior Secured Management Inc	TLB Holders
Iron Mountain	Vendors
Iron Mountain Records Management	Vendors
Ivy	TLB Holders
Ivy Investment Management Company	TLB Holders
J.P. Morgan Securities, LLC	Senior Note Holders
Jefferies	Senior Note Holders
Jefferies LLC	TLB Holders
Litespeed Partners	Senior Note Holders
Lloyds Bank	Banks
Lloyds of London	Insurance Providers
Lloyds TSB Bank plc	LC Issuing Banks
Loomis Sayles & Company LP	Senior Note Holders
	Forebearance Signees
Luminus Management, LLC	Senior Note Holders

Potential Party in Interest	Interested Party List Category
Lummus Technology LLC	Legal Entities
Mackenzie Financial Corporation	Senior Note Holders
Marathon Asset Management LP	TLB Holders
Mariner Investment Group LLC	TLB Holders
Mason Capital Management, LLC	Senior Note Holders
	Forbearance Signees
McDermott International Investments Co., Inc.	Legal Entities
McDermott International Management, S. de RL.	Legal Entities
McDermott International Marine Investments N.V.	Legal Entities
McDermott International Trading Co., Inc.	Legal Entities
McDermott International Vessels, Inc.	Legal Entities
McDermott International, Inc.	Legal Entities
McDermott, Inc.	Legal Entities
MFN Partners LP	TLB Holders
MFN Partners Management LP	TLB Holders
MFP Investors LLC	TLB Holders
Midocean Credit Fund Management LP	TLB Holders
Midocean Credit Partners	Senior Note Holders
Morgan Stanley Bank NA	TLB Holders
Morgan Stanley Investment Management Inc	TLB Holders
Morgan Stanley Investment Management Inc.	Senior Note Holders
Morgan Stanley Senior Funding, Inc.	LC Issuing Banks
Natixis SA	Senior Note Holders
Nomura	Senior Note Holders
Nomura Corporate Research & Asset Management Inc	TLB Holders
Oak Hill Advisors LP	TLB Holders
Oaktree Capital Management LP	TLB Holders
Osterweis Capital Management, Inc.	Senior Note Holders
Owl Creek Asset Management	Senior Note Holders
P Schoenfeld Asset Management LP	TLB Holders
Pershing Square Capital Management	Senior Note Holders
Plan Source	Benefit Providers
Prudential Financial Inc.	Benefit Providers
Royal Bank of Canada	Secured Holders / Revolver
S and P Global Market Intelligence	Vendors
Sculptor Capital Investments LLC	TLB Holders
Silver Point Capital LP	TLB Holders
State Street Corp	Senior Note Holders
Symphony Asset Management LLC	TLB Holders

Potential Party in Interest	Interested Party List Category
Taconic Capital Advisors LP	TLB Holders
Taconic Capital Advisors, LLC	Senior Note Holders
The Bank of Nova Scotia	LC Issuing Banks
The Bank of Tokyo-Mitsubishi UFJ	Banks
The Baupost Group LLC	TLB Holders
Thompson Siegel & Walmsley, LLC	Senior Note Holders
Thornburg Investment Management Inc	TLB Holders
Trice, David A. ²	Former Directors and Officers
UBS Global Asset Management (Americas), Inc.	Senior Note Holders
UBS O'Connor, LLC	Senior Note Holders
USAA Asset Management Company	Senior Note Holders
Verition Fund Management, LLC	Senior Note Holders
Victory Capital Management Inc	TLB Holders
	Senior Note Holders
Wells Capital Management	Senior Note Holders
Wells Fargo Bank, N.A.	LC Issuing Banks
Zurich American Insurance Company	Insurance Providers

2. The following entities are vendors of Evercore Group L.L.C., Evercore Partners International LLP or one of their affiliates:

Potential Party in Interest	Interested Party List Category
A T P I Travel LLC	Vendors
AIG Europe Limited	Insurance Providers
AIG Specialty Insurance Company	Insurance Providers
Allianz Global Investors U.S., LLC	Senior Note Holders
Allianz Global Investors US LLC	TLB Holders
Allianz Middle East Ship Management	Vendors
Allianz P.L.C.	Surety Bonds
Allied World Assurance Company, Ltd.	Insurance Providers
Alvarez & Marsal Corporate Performance Improvement Llc	Vendors
American Express	Vendors
AON	Benefit Providers
At Kearney Middle East Llc	Vendors
AT&T	Utility Providers
AXA	Benefit Providers
Axa Investment Managers Inc.	TLB Holders

² David Trice is the current chairman of the board of directors of QEP Resources, Inc., for whom Evercore Group L.L.C. or one of its affiliates has provided or is providing financial advisory services.

Potential Party in Interest	Interested Party List Category
Baker & Mckenzie Llp	Vendors
Baker Botts Llp	Vendors
Barclays Bank PLC	Trustees/Agents
	LC Issuing Banks
Barclays Capital	Senior Note Holders
Barclays Capital Inc	TLB Holders
	Vendors
Bdo Usa Llp	Vendors
Berkshire Hathaway Specialty Insurance Co.	Insurance Providers
Bracewell LLP	Rx Professional Service Providers to Creditors
	Vendors
Canon Financial Services Inc	Vendors
Cbre Inc	Vendors
Charles Schwab	Senior Note Holders
Cisco Systems Capital Corporation	Vendors
Credit Suisse AG	TLB Holders
Davis Polk	Rx Professional Service Providers to Creditors
Deloitte Consulting Llp	Vendors
Deloitte Tax Llp	Vendors
Deutsche Bank	Banks
Dun & Bradstreet Information Services	Vendors
Ernst & Young Llp	Vendors
First Pacific Advisors LP	TLB Holders
FTI Consulting	Rx Professional Service Providers to Creditors
Fti Consulting, Inc.	Vendors
Goldman Sachs Asset Management, L.P. (U.S.)	Senior Note Holders
Goldman Sachs Bank USA	TLB Holders
Greenhill And Co Llc	Vendors
Harris Bank	Banks
Health Advocate	Benefit Providers
Holland & Knight Llp	Vendors
HSBC Bank	Banks
Insight Direct Usa Inc	Vendors
Iron Mountain	Vendors
Iron Mountain Records Management	Vendors
J.P. Morgan Securities, LLC	Senior Note Holders
Jefferies	Senior Note Holders
Jefferies LLC	TLB Holders

Potential Party in Interest	Interested Party List Category
Kirkland & Ellis	Debtor Professionals
Kpmg	Vendors
Lee Hecht Harrison Llc	Vendors
Linklaters LLP	Rx Professional Service Providers to Creditors
Locke Lord Attorneys & Counselors	Vendors
MetLife	Benefit Providers
MetLife Dental	Benefit Providers
Microsoft Corporation	Vendors
Oman Insurance Company	Benefit Providers
Optiv Security, Inc.	Vendors
Pricewaterhousecoopers Advisory Services	Vendors
Pricewaterhousecoopers Llp	Vendors
S And P Global Market Intelligence	Vendors
Shi International Corp	Vendors
Slalom Consulting	Vendors
Toronto-Dominion Bank, New York Branch	LC Issuing Banks
Weichert	Benefit Providers
Weight Watchers	Benefit Providers
Willis Towers Watson	Benefit Providers
Zurich American Insurance Company	Insurance Providers

3. Evercore Group L.L.C., Evercore Partners International LLP or one of their affiliates makes ordinary course tax payments to the following Federal, State, and local taxing authorities:

Potential Party in Interest	Interested Party List Category
Alabama Department of Revenue	Taxing Authorities
Delaware Division of Revenue	Taxing Authorities
Florida Department of Revenue	Taxing Authorities
Georgia Department of Revenue	Taxing Authorities
Illinois Department of Revenue	Taxing Authorities
Internal Revenue Service	Taxing Authorities
Pennsylvania Department of Revenue	Taxing Authorities
Washington Department of Revenue	Taxing Authorities

4. Associated persons of Evercore Group L.L.C., Evercore Partners International LLP or one of their affiliates have the following connections to Potential Parties in Interest:
- A senior managing director of Evercore Group's Institutional Equity ("IE") business owns 308 shares of common shares in McDermott International Inc., with an estimated value of less than \$20.00. As described more fully in the Declarations, there is an

information barrier in place between the Evercore's investment bank, which is providing services to the Debtors, and IE.

- An executive receptionist of Evercore Group owns 247 shares of common shares in McDermott International Inc., with an estimated value of less than \$20.00. This employee does not provide investment banking or other services to Evercore clients.
- Alison Carnwath, a senior advisor of an Evercore Group L.L.C. affiliate, is a non-executive director of BP plc and director and chairman of Land Securities Group plc and Zurich American Insurance Company Ltd.
- Austin Mills Riddick, a vice president of Evercore Group L.L.C., has a family member who works at Virtus Investment Partners.
- Bodo Uebber, chairman of an Evercore Group L.L.C. affiliate, is a member of the advisory council of Deutsche Bank AG, Bayern and advisor to The Boston Consulting Group, Inc.
- Finula Cilliers, a managing director of Evercore Group L.L.C., is an independent panel member of Insight Investment Management (Global) Limited.
- Georg Graf Waldersee, a board member of an Evercore Group L.L.C. affiliate, is a member of the advisory council of Deutsche Bank Aktiengesellschaft and chairman of the supervisory board of Ernst & Young GmbH, Stuttgart.
- Gillian Hess, an analyst of Evercore Group L.L.C., has a family member who is a managing director and chief operating officer at Jeffries Finance LLC.
- Jonathan Miller, a vice president of an Evercore Group L.L.C. affiliate, has a family member who is a board member of HSBC Holdings plc.
- Laurie Magnus, a senior advisor of Evercore Group L.L.C., is a board member of Fidelity Japan Trust PLC.
- Lin Ze Lee, an analyst of Evercore Group L.L.C., has a family member who is chief financial officer of United Overseas Bank Ltd.
- Luke Angelakis, an analyst of Evercore Group L.L.C., has a family member who is a board member of Duke Energy Corporation and Hewlett Packard Enterprises.
- Paul Deninger, a senior advisor of Evercore Group L.L.C., is a board member of Iron Mountain Incorporated.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
MCDERMOTT INTERNATIONAL, INC., <i>et al.</i> , ¹	)	Case No. 20-30336 (DRJ)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. ___

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
EVERCORE GROUP L.L.C. AND EVERCORE PARTNERS INTERNATIONAL LLP
AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (together, the “Debtors”) for entry of an order (this “Order”) (i) authorizing the employment and retention of Evercore as investment banker to the Debtors, in accordance with the terms and conditions set forth in the Engagement Letter, attached hereto as **Exhibit 1**; (ii) approving the terms of Evercore’s employment and retention, including the Fee and Expense Structure and the Indemnification Obligations, contribution, reimbursement, and related provisions set forth in the Engagement Letter; (iii) approving the modification of compliance with requirements regarding time entry detail; and (iv) granting such other and further relief as is just and proper, all as more fully set forth in the Application; and upon consideration of the Declarations; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.primeclerk.com/McDermott>. The location of Debtor McDermott International, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 757 North Eldridge Parkway, Houston, Texas 77079.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the terms and conditions of Evercore's employment, including but not limited to the Fee and Expense Structure set forth in the Engagement Letter and summarized herein, are reasonable as required by section 328(a) of the Bankruptcy Code; and this Court having found that the relief requested in the Application is necessary and essential for the Debtors' reorganization and such relief is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that Evercore is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Debtors are authorized, pursuant to sections 327 and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, to employ and retain Evercore as their investment banker in accordance with the terms and conditions set forth in the Engagement Letter and to pay fees and reimburse expenses to Evercore on the terms and at the times specified in the Engagement Letter, except as limited or modified herein.

2. The provisions set forth in the Engagement Letter are approved in all respects except as limited or modified herein.

3. All of Evercore's compensation as set forth in the Engagement Letter, including, without limitation, the Fee and Expense Structure, is approved pursuant to section 328(a) of the Bankruptcy Code, and Evercore shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of the Engagement Letter, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures (except as otherwise set forth herein), and any other applicable orders of this Court.

4. None of the fees payable to Evercore shall constitute a "bonus" or fee enhancement under applicable law.

5. Notwithstanding any provision to the contrary in this Order, the U.S. Trustee shall have the right to object to Evercore's request(s) for monthly, interim and final applications for compensation based on the reasonableness standard provided in section 330 of the Bankruptcy Code; *provided* that "reasonableness" shall be evaluated by comparing (among other things) the fees payable in these chapter 11 cases to fees paid to comparable investment banking firms with similar experience and reputation offering comparable services in other chapter 11 cases and shall not be evaluated primarily on an hourly or length-of-case criterion.

6. Evercore shall include in its fee applications, among other things, time records setting forth, in a summary format, a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in half-hour increments, but Evercore shall be excused from keeping time in tenth-hour increments.

7. Evercore is granted a waiver of the information requirements in the Complex Case Procedures relating to compensation requests to the extent requested in the Application.

8. Evercore shall file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code and any orders of this Court, and such applications shall be subject to Court review; *provided* that the fee applications filed by Evercore shall be subject to review only pursuant to the standard of review set forth in section 328 of the Bankruptcy Code and not subject to the standard of review set forth in section 330 of the Bankruptcy Code, except as otherwise expressly set forth herein.

9. The Debtors shall be bound by the indemnification, contribution, reimbursement, exculpation, and other provisions of the Engagement Letter and will indemnify and hold harmless Evercore and the other Indemnified Person, pursuant to the Engagement Letter, subject to the following modifications during the pendency of these chapter 11 cases:

- a) Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify, and shall indemnify, Evercore for any claims arising from, related to, or in connection with the Services to be provided by Evercore as specified in the Application, but not for any claim arising from, related to, or in connection with Evercore's postpetition performance of any other services other than those in connection with the engagement, unless such postpetition services and indemnification therefor are approved by this Court;
- b) The Debtors shall have no obligation to indemnify Evercore for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from Evercore's bad faith, gross negligence, willful misconduct, breach of fiduciary duty (if any) or self-dealing or (ii) settled prior to a judicial determination as to Evercore's bad faith, gross negligence, willful misconduct, breach of fiduciary duty (if any) or self-dealing but determined by this Court, after notice and a hearing pursuant to subparagraph (c) *infra*, to be a claim or expense for which Evercore is not entitled to receive indemnity under the terms of the Application; and
- c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Evercore

believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Evercore must file an application in this Court, and the Debtors may not pay any such amounts to Evercore before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Evercore for indemnification, and not as a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to Evercore.

10. In the event that during the pendency of these chapter 11 cases, Evercore seeks reimbursement for any attorneys' fees and/or expenses pursuant to the Engagement Letter, the invoices and supporting time records from such attorneys shall be included in Evercore's fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules, and shall be subject to the U.S. Trustee Guidelines and approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained pursuant to section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code; *provided, however*, that Evercore shall not seek reimbursement from the Debtors' estates for any attorneys' fees or expenses incurred in defending against any formal objections to Evercore's fee applications filed in these chapter 11 cases.

11. Notwithstanding anything in the Engagement Letter to the contrary, "Evercore" as defined and used in the Engagement Letter shall include Evercore Partners International LLP.

12. The Debtors and Evercore are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

13. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry.

14. The relief granted herein, including, without limitation, approval pursuant to section 328(a) of the Bankruptcy Code of the Fee and Expense Structure and the Indemnification Obligations, shall be binding upon any chapter 11 trustee appointed in the chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of the chapter 11 cases to cases under chapter 7 of the Bankruptcy Code.

15. To the extent that this Order is inconsistent with the Engagement Letter, the terms of this Order shall govern.

16. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of the Bankruptcy Local Rules are satisfied by such notice.

17. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas

Dated: _____, 2020

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter

October 21, 2019

McDermott International, Inc.
Attention: Stuart Spence, Executive Vice President and Chief Financial Officer
757 N. Eldridge Pkwy.
Houston, TX 77079

Gentlemen:

This engagement letter (this "Agreement") is to formalize the arrangement between Evercore Group L.L.C. ("Evercore") and McDermott International, Inc. (the "Company") regarding the retention of Evercore by the Company as a financial advisor for the purposes set forth herein. This Agreement shall supersede in its entirety the prior engagement letter between Evercore and the Company dated as of September 5, 2019 (the "Existing Agreement").

Assignment Scope:

The Company hereby retains Evercore as financial advisor to provide the Company with investment banking advice in connection with any Restructuring, Sale, Financing, Amendment and/or Exchange Offer transactions (each defined below) on the terms and conditions set forth herein.

As used in this Agreement, the term "Restructuring" shall mean, collectively, any restructuring, reorganization and/or recapitalization of at least a majority of the Company's indebtedness (including, but not limited to, a restructuring pursuant to 11 U.S.C. §101 et. seq., as from time to time amended, and any successor federal statute that may be applicable to a court-ordered restructuring of the Company (11 U.S.C. §101 et. seq. and any such other statute are referred to herein generically as the "Bankruptcy Code"), including without limitation, cancellation, forgiveness, satisfaction, retirement, purchase and/or a material modification or amendment to the terms of the Company's outstanding indebtedness (including bank debt, bond debt, preferred stock, and other on and off balance sheet indebtedness), trade claims, leases (both on and off balance sheet), litigation-related claims and obligations, unfunded pension and retiree medical liabilities, lease obligations, partnership interests and other liabilities (collectively, the "Existing Obligations") including pursuant to a sale, repurchase or an exchange transaction, a Plan (as defined below) or a solicitation of consents, waivers, acceptances or authorizations.

As used in this agreement, the term "Sale" shall mean whether or not in one transaction, or a series of related transactions, (a) the disposition to one or more third parties whether or not pursuant to the Bankruptcy Code of all or a material portion of the issued and outstanding shares of common stock of the Company by the existing holders of shares of common stock of the Company; or (b) an acquisition, merger, consolidation, or other business combination, including pursuant to a sale under the Bankruptcy Code, of which all or a material portion of the business or assets or a material portion of outstanding shares of common stock of the Company or any of its subsidiaries are, directly or indirectly, sold or transferred to, or combined with, another company (other than an

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ordinary course or intra-company transaction); or (c) an acquisition, merger, consolidation, sale, including a sale pursuant to the Bankruptcy Code, or other business combination pursuant to a successful “credit bid” of any securities by existing securities holders that results in the sale or transfer of a material portion of the business or assets or a material portion of outstanding shares of common stock of the Company or any of its subsidiaries; or (d) the formation of a joint venture, partnership or similar entity, or any similar sale transaction that results in the sale or transfer of a material portion of the business or assets or a material portion of outstanding shares of common stock of the Company or any of its subsidiaries; provided, however, that the term “Sale” shall not include any sale or other disposition of the Company’s industrial storage tanks business or pipe fabrication business, unless Evercore is requested by the Company to execute such sale.

As used in this agreement, the term “Financing” shall mean an issuance, sale or placement of newly issued or treasury equity, equity-linked or debt securities, debt instruments, debt obligations, letter of credit facilities, or surety bonding facilities of the Company or any of its subsidiaries with one or more lenders and/or investors or security holders (each such lender or investor, an “Investor”), including any rights offering or any loan or other financing (excluding, for the avoidance of doubt, trade credit), including any “debtor-in-possession financing” or “exit financing” in connection with a case under the Bankruptcy Code, except to the extent issued, sold or placed to existing Investors of the Company in exchange for their existing securities. Notwithstanding the foregoing, any capital raised in conjunction with a Sale transaction shall not constitute a Financing.

As used in this agreement, the term “Amendment” shall mean any material waiver, amendment and/or modification to the terms of the Company’s Credit Agreement, dated as of May 10, 2018 (as modified, amended and supplemented from time to time, the “Credit Agreement”), but excluding any such waiver, amendment and/or modification obtained in connection with any Restructuring (whether entered into or obtained before or after the closing thereof).

As used in this Agreement, the term “Exchange Offer” shall mean any exchange, redemption or refinancing, including any repurchase effectuated contemporaneously as part of such exchange, redemption or refinancing, by the Company or any of its subsidiaries of any material portion of its 10.625% Senior Unsecured Notes due 2024 (the “Unsecured Notes”), but excluding any such exchange, redemption or refinancing (or repurchase) completed in connection with any Restructuring.

Description of Services:

1. Evercore agrees, in consideration of the compensation provided in Section 2 below, to perform the following services, to the extent it deems such services necessary, appropriate and feasible:
 - a. Reviewing and analyzing the business, assets, liabilities, operations and financial projections of the Company and its subsidiaries.

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- b. Advising and assisting the Company in a Restructuring, Sale, Financing, Amendment, and/or Exchange Offer transaction, if the Company determines to undertake or cause any of its subsidiaries to undertake such a transaction.
- c. If the Company pursues a Restructuring, providing financial advice in developing and implementing a Restructuring, which would include:
 - i. Assisting the Company in developing a restructuring plan or plan of reorganization, including, if applicable, a plan of reorganization pursuant to the Bankruptcy Code (any such plans are referred to generically herein as the “Plan”);
 - ii. Advising the Company on tactics and strategies for negotiating with various stakeholders regarding the Plan;
 - iii. Providing testimony, as necessary, with respect to matters on which Evercore has been engaged to advise the Company in any proceedings under the Bankruptcy Code that are pending before a court (generically referred to herein as the “Bankruptcy Court”) exercising jurisdiction over the Company as a debtor; and
 - iv. Providing the Company with other financial restructuring advice as Evercore and the Company may deem appropriate.
- d. If the Company pursues a Sale, assisting the Company in:
 - i. Structuring and effecting a Sale;
 - ii. Identifying interested parties and/or potential acquirors and, at the Company’s request, contacting such interested parties and/or potential acquirors;
 - iii. Assisting the Company in the preparation of a descriptive memorandum concerning the business or assets to be included in the Sale transaction and in conducting a bidding process for the Sale transaction; and
 - iv. Advising the Company in connection with negotiations with potential interested parties and/or acquirors and aiding in the consummation of a Sale transaction.
- e. If the Company pursues or causes any of its subsidiaries to pursue a Financing, assisting the Company and/or its subsidiaries in:
 - i. If Evercore does not serve as the placement agent or underwriter or serve in a similar function on such Financing:

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1. Assisting in preparing marketing materials for such Financing;
 2. Identifying potential placement agents or underwriters and assisting in negotiating the terms of the placement agents' and/or underwriters' engagements;
 3. Evaluating the terms of a Financing;
 4. Assisting the Company and the appointed placement agent(s) or underwriter(s) in negotiating and executing a Financing; and
 5. Providing the Company with other financial advice as Evercore and the Company may deem appropriate.
- ii. In addition to the above, if Evercore serves as the placement agent or underwriter or serves in a similar function on such Financing:
1. Structuring and effecting a Financing;
 2. Identifying potential Investors and, at the Company's request, contacting such Investors; and
 3. Working with the Company in negotiating with potential Investors.

It is understood that nothing contained herein shall constitute an express or implied commitment by Evercore to act in any capacity or to underwrite, place or purchase any financing or securities, which commitment, if any, shall be set forth in a separate underwriting, placement or other appropriate agreement relating to a Financing.

- f. If the Company pursues an Amendment, assisting the Company in:
- i. Structuring and effecting an Amendment; and
 - ii. Working with the Company in negotiating with existing lenders.
- g. If the Company pursues or causes any of its subsidiaries to pursue an Exchange Offer, assisting the Company and/or its subsidiaries in:
- i. Structuring and effecting an Exchange Offer; and
 - ii. Negotiating with existing bondholders.
- h. Participating in presentations to the Company's Board of Directors (or any applicable committee thereof) in connection with any transaction contemplated by this Agreement.

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In rendering its services hereunder, Evercore is not assuming any responsibility for the Company's underlying business decision to pursue or not to pursue any business strategy or to effect or not to effect any Restructuring, Sale, Financing, Amendment and/or Exchange Offer or other transaction.

Evercore shall not have any obligation or responsibility to provide accounting, audit, "crisis management" or business consultant services to the Company and shall have no responsibility for design or implementation of operating, organizational, administrative, cash management or liquidity improvements; nor shall Evercore be responsible for providing any tax, legal or other specialist advice. The Company confirms that it will rely on its own counsel, accountants and similar expert advisors for legal, accounting, tax and other similar advice.

Fees:

2. As compensation for the services rendered by Evercore hereunder, the Company agrees to pay Evercore the following fees in cash as and when set forth below:
 - a. A monthly fee of \$250,000 (a "Monthly Fee"), payable on the 1st day of each month commencing November 1st, 2019 until the termination of Evercore's engagement. All Monthly Fees actually paid under the Existing Agreement and \$125,000 per month of the Monthly Fees actually paid for the first four months under this Agreement shall be credited (without duplication) against any Restructuring Fee, Sale Fee, Financing Advisory Fee, Financing Placement Fee, Amendment Fee or Exchange Offer Fee (each defined below) payable, provided that in the event of a Chapter 11 filing, any such credit of fees contemplated by this sentence shall only apply to the extent that all such Monthly Fees and transaction fees are approved in their entirety by the Bankruptcy Court pursuant to a final order not subject to appeal and which order is acceptable to Evercore.
 - b. A fee (a "Restructuring Fee") payable upon the consummation of any Restructuring of \$25,000,000.
 - c. A fee (a "Sale Fee") equal to:
 - i. For a Sale of all or a substantial portion of the Company's Lummus Technology business segment, the product of (a) the Transaction Value (as defined below) of a Sale and (b) 1.0%.
 - ii. For any other Sale (including a Sale of all or substantially all of the assets or equity of the Company), the product of (a) the Transaction Value of a Sale and (b) 1.25%, provided, however, that the minimum Sale Fee payable on any individual Sale transaction pursuant to this clause will be \$4,000,000.

As used in this Agreement, the term "Transaction Value" shall mean the total fair market value (determined at the time of the closing of a Sale) of all consideration paid or payable, or otherwise to be distributed to, or received by, directly or indirectly, the Company, its Bankruptcy estate, its creditors and/or its security

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holders as a result of such Sale (in each case, without duplication of amounts) including (i) all such consideration in the form of cash, securities and other property, (ii) the aggregate principal amount of Company indebtedness for borrowed money assumed, satisfied, or paid by a purchaser or, in connection with any Sale of the equity interests in a subsidiary of the Company, the aggregate principal amount of any indebtedness for borrowed money of such subsidiary that is outstanding on the balance sheet of such subsidiary as of the closing of the Sale transaction (including, without limitation, the amount of any indebtedness, securities or other property “credit bid” in any Sale) and any other indebtedness and obligations that will actually be paid, satisfied, or assumed by a purchaser from the Company or the security holders of the Company, and (iii) amounts placed in escrow and deferred, contingent and installment payments, plus the implied value for any equity retained in a particular business of the Company or any of its subsidiaries in the event of a Sale of a material portion but less than all of the equity of such business.

20% of any Sale Fee will be paid promptly upon the announcement of the associated Sale transaction, with the remaining 80% paid promptly upon consummation of the transaction, except for any Sale pursuant to proceedings under the Bankruptcy Code, for which the Sale Fee will be payable in full upon consummation of the Sale.

- d. A fee (a “Financing Advisory Fee”), payable upon consummation of any Financing (other than a DIP Financing (as defined below)) primarily led/syndicated by bank(s) other than Evercore, equal to the greater of i) 50% of the total fees actually paid to such other bank(s) in connection with the Financing and ii) the applicable percentage(s), as set forth in the table below:

Financing	As a Percentage of Financing Gross Proceeds
Indebtedness Secured by a First Lien	0.625%
Indebtedness Secured by a Second Lien or Unsecured	1.000%
Subordinated Debt, Equity or Equity-linked Securities/Obligations	1.625%

- e. A fee (a “Financing Placement Fee”), payable upon consummation of any Financing (other than a DIP Financing) led/placed by Evercore, equal to the applicable percentage(s), as set forth in the table below:

Financing	As a Percentage of Financing Gross Proceeds
Indebtedness Secured by a First Lien	1.250%
Indebtedness Secured by a Second Lien or Unsecured	2.000%

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Subordinated Debt, Equity or Equity-linked Securities/Obligations	3.250%
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- f. A fee (a “DIP Financing Fee”) in connection with any debtor-in-possession financing offered to the Company (“DIP Financing”), equal to 0.75% of the DIP Financing commitment, payable upon the execution of a commitment letter or other similar document in respect of such financing.
- g. A fee (an “Amendment Fee”) of \$4,000,000, payable upon the consummation of any Amendment, provided that only one Amendment Fee may be earned in any 12 month period.
- h. A fee (an “Exchange Offer Fee”), payable upon the consummation of any Exchange Offer, equal to:
 - i. 0.5% of the principal amount of Unsecured Notes exchanged, redeemed or refinanced in such Exchange Offer, including any Notes repurchased contemporaneously as part of such exchange, redemption or refinancing, plus
 - ii. Up to 0.5% of the principal amount of Unsecured Notes exchanged, redeemed or refinanced in such Exchange Offer, including any Notes repurchased contemporaneously as part of such exchange, redemption or refinancing, payable in whole or in part at the Company’s sole discretion.

Up to 50% of any Exchange Offer Fee actually paid shall be credited (without duplication) against any Financing Placement Fee or Financing Advisory Fee payable on capital raised from holders of Unsecured Notes in connection with an Exchange Offer.

- i. In addition to any fees that may be payable to Evercore and regardless of whether any transaction occurs, the Company shall reimburse to Evercore on a monthly basis, and upon termination of this Agreement, all documented reasonable out-of-pocket expenses, including travel and lodging, data processing and communications charges, courier services and other appropriate expenditures, including expenses of counsel, if any, provided that Evercore shall provide notice to the Company when total expenses for which reimbursement is sought exceed \$100,000, and at each interval of \$100,000 additional expenses thereafter; provided that such notice shall in no way affect or limit the Company’s obligations set forth on Schedule I attached hereto.
- j. All amounts referenced hereunder reflect United States currency and shall be paid promptly in cash after such amounts accrue hereunder.

Up to 50% of any Sale Fee, Financing Advisory Fee, Amendment Fee, Exchange Offer Fee, or Financing Placement Fee shall be credited (without duplication) against any Restructuring Fee actually paid hereunder, after giving effect to any credit for Monthly Fees as described in paragraph 2(a) above, up to a maximum total credit of 35% of the gross Restructuring Fee; provided, that, in the event of a Chapter 11 filing, any such credit shall only apply to the extent that all such Sale Fees, Financing Advisory Fees,

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Financing Placement Fees, Monthly Fees, Amendment Fees, Exchange Offer Fees, and Restructuring Fee are, to the extent applicable, approved in their entirety by the Bankruptcy Court pursuant to a final order not subject to appeal and which order is acceptable to Evercore.

The Company and Evercore acknowledge and agree that more than one fee may be payable to Evercore under subparagraphs 2(b), 2(c), 2(d), 2(e), 2(f), 2(g), and/or 2(h) hereof in connection with any single transaction or a series of related transactions, it being understood and agreed that if more than one fee becomes so payable to Evercore in connection with a series of transactions, each such fee shall be paid to Evercore; provided, however, that in no event shall more than one fee be paid under subparagraphs 2(d), 2(e), and 2(f) for a single Financing transaction.

If a Restructuring and/or Sale is to be completed through a pre-packaged Plan or pre-arranged Plan (i) 50% of the fees pursuant to subparagraphs 2(b) and/or 2(c), as applicable, shall be earned and shall be payable, in the case of a pre-packaged Plan, upon the execution of definitive agreements or delivery of binding consents with respect to such Plan, and in the case of a pre-arranged Plan, upon obtaining support (e.g. via a term sheet, restructuring support agreement or other agreement in principle documenting the key terms of such pre-arranged Plan) from one or more of the Company's key creditor classes that is sufficient to justify filing such pre-arranged Plan and (ii) the remainder of such fees shall be earned and shall be payable upon consummation of such Plan; provided, further, that in the event that Evercore is paid a fee in connection with a pre-packaged Plan or pre-arranged Plan, and such Plan is not thereafter consummated, then the portion of such fee previously paid to Evercore may be credited by the Company against any subsequent fee that becomes payable by the Company to Evercore hereunder.

If the Company receives a commitment for any Financing (other than DIP Financing) some or all of which is made available to the Company on a delayed basis, 35% of the applicable Financing Advisory Fee or Financing Placement Fee for the delayed draw amount(s) will be payable upon consummation of the Financing and the remainder upon the amount(s) becoming available to the Company.

Retention in Bankruptcy Code Proceedings:

3. In the event of the commencement of Chapter 11 proceedings, the Company agrees that it will use best efforts to obtain prompt authorization from the Bankruptcy Court to retain Evercore on the terms and conditions set forth in this Agreement under the provisions of 11 U.S.C. §§ 327 and 328 subject to the standard of review provided in Section 328(a), and not subject to the standard of review under 11 U.S.C. § 330 or any other standard of review. Subject to being so retained, Evercore agrees that, during the pendency of any such proceedings, it shall continue to perform its obligations under this Agreement and that it shall file interim and final applications for allowance of the fees and expenses payable to it under the terms of this Agreement pursuant to the applicable Federal Rules of Bankruptcy Procedure, and the local rules and orders of the Bankruptcy Court. The Company shall supply Evercore with a draft of the application and proposed retention order authorizing Evercore's

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retention sufficiently in advance of the filing of such application and proposed order to enable Evercore and its counsel to review and comment thereon. Evercore shall be under no obligation to provide any services under this agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Evercore's retention under the terms of this Agreement is approved under Section 328(a) by final order of the Bankruptcy Court, not subject to appeal, which order is acceptable to Evercore. In so agreeing to seek Evercore's retention under Section 328(a), the Company acknowledges that it believes that Evercore's general restructuring experience and expertise, its knowledge of the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Restructuring, Sale and/or Financing, that the value to the Company of Evercore's services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the contingent fees are reasonable under the standard set forth in Section 328(a), regardless of the number of hours to be expended by Evercore's professionals in the performance of the services to be provided hereunder. No fee payable to any other person, by the Company or any other party, shall reduce or otherwise affect any fee payable hereunder to Evercore.

Other:

4. Evercore's engagement hereunder is premised on the assumption that the Company will make available to Evercore all information and data that Evercore reasonably deems appropriate in connection with its activities on the Company's behalf and will not omit or withhold any such material information. The Company represents and warrants to Evercore that any information heretofore or hereafter furnished to Evercore is and will be, taken as a whole, true and correct in all material respects, in light of the circumstances under which such information is or will be furnished. The Company recognizes and consents to the fact that (a) Evercore will use and rely on the accuracy and completeness of public reports and other information provided by others, including information provided by the Company, other parties and their respective officers, employees, auditors, attorneys or other agents in performing the services contemplated by this Agreement, and (b) Evercore does not assume responsibility for, and may rely without independent verification upon, the accuracy and completeness of any such information.
5. Evercore's engagement hereunder will continue until the later of (a) 12 months from the date hereof (subject to extension by mutual agreement of the Company and Evercore) or (b) in the event the Company and/or its subsidiaries commence cases under chapter 11 of the Bankruptcy Code, the conclusion of such chapter 11 cases, but may be earlier terminated by the Company or Evercore at any time upon written notice and without liability or continuing obligation to the Company or Evercore, except that Evercore shall remain entitled to any fees accrued pursuant to Section 2 but not yet paid prior to such termination or expiration, as the case may be, and to reimbursement of expenses incurred prior to such termination or expiration, as the case may be; provided that Evercore shall remain entitled to full payment of all fees contemplated by Section 2 hereof in respect to any Restructuring, Sale, Financing,

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Amendment, and/or Exchange Offer announced or occurring during the period from the date hereof until 12 months following such termination or expiration, as the case may be (each such fee, a "Tail Fee"). Notwithstanding the foregoing, the Company shall have no obligation to Evercore pursuant to the proviso set forth in the immediately preceding sentence in the event of a termination of Evercore's engagement hereunder: (i) by Evercore; or (ii) by the Company due to the bad faith, willful misconduct or gross negligence of Evercore in the performance of its services hereunder or its material breach of this Agreement (which breach, if capable of cure, has not been cured to the Company's reasonable satisfaction within a reasonable period of time following written notice thereof), in each case, as finally judicially determined; *provided that*, in the event that (x) each of David Andrews, David Ying and Roopesh Shah (together, the "Key Men") shall cease to be employed by Evercore prior to execution of a definitive document with respect to a transaction and are not promptly replaced by Evercore with an investment banker of equivalent experience and expertise satisfactory to the Company in its sole discretion, and (y) this Agreement is terminated by the Company within 15 days of the Company becoming aware that the Key Men are no longer employed by Evercore, the Company shall not be obligated to pay Evercore any Tail Fee.

6. Nothing in this Agreement, expressed or implied, is intended to confer or does confer on any person or entity other than the parties hereto or their respective successors and assigns, and to the extent expressly set forth in accordance with the indemnification agreement ("Indemnification Agreement") attached to this Agreement as Schedule 1, the Indemnified Persons (as defined in the Indemnification Agreement), any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Evercore hereunder. The Company acknowledges that Evercore is not acting as an agent of the Company or in a fiduciary capacity with respect to the Company and that Evercore is not assuming any duties or obligations other than those expressly set forth in this Agreement. Nothing contained herein shall be construed as creating, or be deemed to create, the relationship of employer and employee between the parties, nor any agency, joint venture or partnership. Evercore shall at all times be and be deemed to be an independent contractor with respect to the Company. Nothing herein is intended to create or shall be construed as creating a fiduciary relationship between Evercore and the Company or its Board of Directors. No party to this Agreement nor its employees or agents shall have any authority to act for or to bind the other party in any way or to sign the name of the other party or to represent that that the other party is in any way responsible for the acts or omissions of such party.
7. As part of the compensation payable to Evercore hereunder, the Company agrees to indemnify Evercore and certain related persons in accordance with the Indemnification Agreement. The provisions of the Indemnification Agreement are an integral part of this Agreement, and the terms thereof are incorporated by reference herein. The provisions of the Indemnification Agreement shall survive any termination or completion of Evercore's engagement hereunder.

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8. The Company agrees that it is solely responsible for any decision regarding any transaction contemplated hereby, regardless of the advice provided by Evercore with respect to such a transaction. The Company acknowledges that the Company's appointment of Evercore pursuant to this Agreement is not intended to achieve or guarantee the closing of a transaction and that Evercore is not in a position to guarantee the achievement or closing of a transaction.
9. The Company recognizes that Evercore has been engaged only by the Company and that the Company's engagement of Evercore is not deemed to be on behalf of and is not intended to confer rights on any shareholder, partner or other owner of the Company, any creditor, lender or any other person not a party hereto or any of its affiliates or their respective directors, officers, members, agents, employees or representatives. Unless otherwise expressly agreed, no one, other than senior management or the Board of Directors of the Company, is authorized to rely upon the Company's engagement of Evercore or any statements, advice, opinions or conduct by Evercore. Without limiting the foregoing, any advice, written or oral, rendered to the Company's Board of Directors or senior management in the course of the Company's engagement of Evercore is solely for the purpose of assisting senior management or the Board of Directors of the Company, as the case may be, in evaluating the Restructuring, Sale, Financing, Amendment, Exchange Offer or other transaction and does not constitute a recommendation to any stakeholder of the Company that such stakeholder might or should take in connection with a transaction. Except as may be required by applicable law, rule or regulation, or by subpoena or other legal process (and solely to the extent that the Company has notified Evercore in advance of such disclosure requirement, to the extent legally permissible, and reasonably cooperated with Evercore in its efforts to obtain an order or other reliance assurance that confidential treatment will be accorded to such information and advice), any advice, written or oral, rendered by Evercore may not be disclosed publicly or made available to third parties without the prior written consent of Evercore.
10. This Agreement (including the Indemnification Agreement) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect this Agreement in any other respect, which will remain in full force and effect. This Agreement may not be amended or modified except in writing signed by each of the parties.
11. In the event that, as a result of or in connection with Evercore's engagement for the Company, Evercore becomes involved in any legal proceeding or investigation or is required by government regulation, subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, the Company will reimburse Evercore for the documented reasonable out-of-pocket fees and expenses of its counsel incurred in responding to

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such a request. Nothing in this paragraph shall affect in any way the Company's obligations pursuant to the separate Indemnification Agreement attached hereto.

12. The Company agrees that, after the Company's public announcement of a completed Restructuring, Sale, Financing, Amendment and/or Exchange Offer, Evercore shall have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company hereunder, upon receipt of the Company's consent (not to be unreasonably withheld).
13. The Company acknowledges that Evercore, in the ordinary course, may have received information and may receive information from third parties which could be relevant to this engagement but is nevertheless subject to a contractual, equitable or statutory obligation of confidentiality, and that Evercore is under no obligation hereby to disclose any such information or include such information in its analysis or advice provided to the Company. In addition, Evercore or one or more of its affiliates may in the past have had, and may currently or in the future have, investment banking, investment management, financial advisory or other relationships with the Company and its affiliates, potential parties to a transaction and their affiliates or persons that are competitors, customers or suppliers of (or have other relationships with) the Company or its affiliates or potential parties to a transaction or their affiliates, and from which conflicting interests or duties may arise. Evercore represents that it is not currently aware of a relationship that would adversely impact its ability to provide advisory services hereunder and, during the term of this Agreement, and subject to its confidentiality obligations, Evercore will promptly notify the Company if Evercore reasonably believes it has a conflict of interest that would adversely impact its ability to provide services hereunder. Nothing contained herein shall limit or preclude Evercore or any of its affiliates from carrying on (i) any business with or from providing any financial or non-financial services to any party whatsoever, including, without limitation, any competitor, supplier or customer of the Company, or any other party which may have interests different from or adverse to the Company or (ii) its business as currently conducted or as such business may be conducted in the future. The Company also acknowledges that Evercore and its affiliates engage in a wide range of activities for their own accounts and the accounts of customers, including corporate finance, mergers and acquisitions, equity sales, trading and research, private equity, asset management and related activities. In the ordinary course of such businesses, Evercore and its affiliates may at any time, directly or indirectly, hold long or short positions and may trade or otherwise effect transactions for their own accounts or the accounts of customers, in debt or equity securities, senior loans and/or derivative products relating to the Company or its affiliates, potential parties to a transaction and their affiliates or persons that are competitors, customers or suppliers of the Company.
14. The Company agrees to provide and procure all corporate, financial, identification and other information regarding the Company and control persons and/or beneficial owners, as Evercore may require to satisfy its obligations as a U.S. financial

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October 21, 2019

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institution under the USA PATRIOT Act and Financial Crimes Enforcement Network regulations.

15. For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto, each of which shall be an original instrument and all of which taken together shall constitute one and the same Agreement. Delivery of a signed counterpart of this Agreement by facsimile transmission shall constitute valid sufficient delivery thereof.

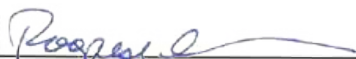
16. Except as provided herein, the parties hereby irrevocably consent to the exclusive jurisdiction of any New York state or United States federal court sitting in the Borough of Manhattan of the City of New York over any action or proceeding arising out of or relating to this Agreement, and the parties hereby irrevocably agree that all claims in respect of such action or proceeding may be heard in such New York state or federal court. The parties irrevocably agree to waive all rights to trial by jury in any such action or proceeding and irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to each party at its address set forth above. The parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to any conflicts of law principles that would result in the application of the laws of any other jurisdiction). The parties further waive any objection to venue in the State of New York and any objection to any action or proceeding in such state on the basis of forum non conveniens.


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If the foregoing correctly sets forth the understanding and agreement between Evercore and the Company, please so indicate in the space provided below, whereupon this letter shall constitute a binding agreement as of the date hereof.

Very truly yours,

Evercore Group L.L.C.

By: 
Roopesh Shah
Senior Managing Director

By: 
David Andrews
Senior Managing Director

Agreed to and Accepted as of the Date
October 21, 2019:

McDermott International, Inc.

By: 
Stuart Spence
Executive Vice President and
Chief Financial Officer

Schedule I
Indemnification Agreement

October 21, 2019

McDermott International, Inc.
Attention: Stuart Spence, Executive Vice President and Chief Financial Officer
757 N. Eldridge Pkwy.
Houston, TX 77079

Gentlemen:

In connection with the engagement of Evercore Group L.L.C. (“Evercore”) to render financial advisory services to McDermott International, Inc. (the “Company”) pursuant to the engagement letter, dated October 21, 2019, the Company and Evercore are entering into this Indemnification Agreement (this “Agreement”).

It is understood and agreed that, in the event that Evercore or any of its members, partners, officers, directors, advisors, representatives, employees, agents, affiliates or controlling persons, if any (each of the foregoing, including Evercore, an “Indemnified Person”), become involved in any capacity in any claim, action, proceeding or investigation brought or threatened by or against any person, including the Company’s stockholders, related to, arising out of or in connection with Evercore’s engagement, Evercore’s performance of any service in connection therewith or any transaction contemplated thereby, the Company will promptly reimburse each such Indemnified Person for its reasonable out-of-pocket legal and other expenses (including the reasonable cost of any investigation and preparation) as and when they are incurred in connection therewith. Evercore, upon the Company’s request, will deliver reasonable back-up documentation for the expenses to be reimbursed pursuant to the preceding sentence, to the extent such documentation is customarily generated or obtained by Evercore.

The Company will indemnify and hold harmless each Indemnified Person from and against any losses, claims, damages or liabilities to which any Indemnified Person may become subject under any applicable federal or state law, or otherwise, related to, arising out of or in connection with Evercore’s engagement, Evercore’s performance of any service in connection therewith or any transaction contemplated thereby, whether or not any pending or threatened claim, action, proceeding or investigation giving rise to such losses, claims, damages or liabilities is initiated or brought by or on the Company’s behalf and whether or not in connection with any claim, action, proceeding or investigation in which the Company or an Indemnified Person is a party, except to the extent that any such loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person’s gross negligence, bad faith or willful misconduct. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its

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security holders or creditors related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, except to the extent that any loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's gross negligence, bad faith or willful misconduct. Each Indemnified Person shall promptly remit to the Company any amounts paid to such Indemnified Person under this Agreement in respect of losses, claims, damages, liabilities or expense that resulted from such Indemnified Person's gross negligence, bad faith or willful misconduct. If multiple claims are brought against Evercore in an arbitration related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, with respect to at least one of which such claims indemnification is permitted under applicable law, the Company agrees that any arbitration award shall be conclusively deemed to be based on the claims as to which indemnification is permitted and provided for hereunder, except to the extent the arbitration award expressly states that the award, or any portion thereof, is based solely on a claim as to which indemnification is not available.

If for any reason the foregoing indemnification is unavailable to an Indemnified Person or insufficient to hold it harmless as contemplated above, then the Company shall contribute to the loss, claim, damage, liability or expense for which such indemnification is unavailable or insufficient in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by the Company and its security holders on the one hand and the party entitled to contribution on the other hand in the matters contemplated by Evercore's engagement as well as the relative fault of the Company and such party with respect to such loss, claim, damage, liability or expense and any other relevant equitable considerations. The Company agrees that for the purposes hereof the relative benefits received, or sought to be received, by the Company and its security holders and Evercore shall be deemed to be in the same proportion as (i) the aggregate consideration paid or contemplated to be paid or received or contemplated to be received by the Company or its security holders, as the case may be, pursuant to a transaction contemplated by the engagement (whether or not consummated) for which Evercore has been engaged to perform financial advisory services bears to (ii) the fees paid or payable to Evercore in connection with such engagement; provided, however, that, to the extent permitted by applicable law, in no event shall Evercore or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees actually paid to Evercore in connection with such engagement. The Company and Evercore agree that it would not be just and equitable if contribution hereunder were determined by pro rata allocation or by any other method that does not take into account the equitable considerations referred to herein. The Company's reimbursement, indemnity and contribution obligations under this Agreement shall be in addition to any liability which the Company may otherwise have to Evercore, shall not be limited by any rights Evercore or any other Indemnified Person may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, Evercore, and any other Indemnified Persons.

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If any claim, action, proceeding or investigation shall be brought, threatened or asserted against an Indemnified Person in respect of which indemnity may be sought against the Company, Evercore shall promptly notify the Company in writing, and the Company shall be entitled, at its expense, and upon delivery of written notice to Evercore, to assume the defense thereof with counsel selected by the Company and reasonably satisfactory to Evercore. Such Indemnified Person shall have the right to employ separate counsel in any such claim, action, proceeding or investigation and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Company has agreed in writing to pay such fees and expenses, (ii) the Company has failed to assume the defense, pursue the defense diligently or to employ counsel in a timely manner or (iii) in such action, claim, suit, proceeding or investigation there is, in the reasonable opinion of counsel to such Indemnified Person, a conflict of interest or a conflict on any material issue between the Company's position and the position of the Indemnified Person. It is understood, however, that in the situation in which an Indemnified Person is entitled to retain separate counsel pursuant to the preceding sentence, the Company shall, in connection with any one such claim, action, proceeding, investigation or separate but substantially similar or related claims, actions, proceedings or investigations in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnified Persons, which firm shall be designated in writing by Evercore. The Company shall not be liable for any settlement or compromise of any claim, action, proceeding or investigation (or for any related losses, claims, damages, liabilities or expenses) if such settlement or compromise is effected without the Company's prior written consent (which will not be unreasonably withheld).

The Company agrees that, without Evercore's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, proceeding or investigation in respect of which indemnification or contribution is reasonably likely to be sought hereunder (whether or not Evercore or any other Indemnified Person is an actual or potential party to such claim, action, proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release from the settling, compromising or consenting party of each Indemnified Person from all liability arising out of such claim, action, proceeding or investigation. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby.

For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto, each of which shall be an original instrument and all of which taken together shall constitute one and the same agreement. Delivery of a signed counterpart of this Agreement by facsimile transmission shall constitute valid sufficient delivery thereof.

This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to any conflicts of law principles that would result in the application of the laws of any other jurisdiction). No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or in the

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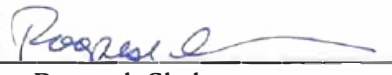
United States District Court for the Southern District of New York. Evercore and the Company waive all right to trial by jury in any claim, action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of or in connection with this Agreement.


Each party has all necessary corporate or limited liability company, as applicable, power and authority to enter into this Agreement. All corporate or limited liability company, as applicable, action has been taken by each party necessary for the authorization, execution, delivery of, and the performance of all obligations of each of the parties under this Agreement, and each signatory below is duly authorized to sign this Agreement on behalf of the party it represents.

This Agreement shall remain in effect indefinitely, notwithstanding any termination of Evercore's engagement.

Very truly yours,

Evercore Group L.L.C.

By: 
Roopesh Shah
Senior Managing Director

By: 
David Andrews
Senior Managing Director

Agreed to and Accepted as of the Date
October 21, 2019:

McDermott International, Inc.

By: 
Stuart Spence
Executive Vice President and
Chief Financial Officer