
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): March 15, 2013

Great Lakes Dredge & Dock Corporation

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
Incorporation or Organization)

001-33225
(Commission
File Number)

20-5336063
(I.R.S. Employer
Identification No.)

2122 York Road
Oak Brook, Illinois 60523
(Address of Principal Executive Offices)

(630) 574-3000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

As previously disclosed in a press release and Current Report on Form 8-K dated March 14, 2013 (the "Press Release"), as of December 31, 2012 Great Lakes Dredge & Dock Corporation (the "Company") was not in compliance with one of its financial covenants under its senior revolving credit facility, dated as of June 4, 2012, with Wells Fargo Bank, National Association, as Administrative Agent (the "Administrative Agent"), and the other lenders parties thereto, as amended (the "Credit Agreement") and its International Letter of Credit Agreement, dated as of September 29, 2006, by and among the Company, Great Lakes Dredge & Dock Company, LLC and Wells Fargo Bank, National Association, as successor by merger to Wells Fargo HSBC Trade Bank, as amended (the "International Letter of Credit Facility"). The Press Release also disclosed, among other things, that the Company would amend its quarterly reports on Form 10-Q for the periods ended June 30, 2012 and September 30, 2012 and restate the financial statements included therein (the "Restatements").

Both the Credit Agreement and the International Letter of Credit Facility require the Company to maintain a minimum fixed charge coverage ratio of 1.25 to 1.0. The Company's fixed charge coverage ratio as of December 31, 2012 was 1.12x, resulting in an event of default under the Credit Agreement and the International Letter of Credit Facility. Under both the Credit Agreement and the International Letter of Credit Facility, the Restatements and matters relating thereto may also be an event of default.

On March 15, 2013, the Company executed a Waiver and Amendment No. 2 to the Credit Agreement (the "Credit Agreement Waiver and Amendment") and a Waiver to the International Letter of Credit Facility (the "LC Waiver") pursuant to which the counterparties thereto agreed, among other things, to waive any default, event of default, or possible event of default, as applicable, related to the Restatements and the Company's failure to meet the above-described financial covenant in the Credit Agreement and the International Letter of Credit Facility.

Separately, the Company determined that a perfection trigger event had occurred under the Credit Agreement. As a result, the outstanding obligations under the Credit Agreement are now secured by liens on certain of the Company's vessels and all of its domestic accounts receivable. Under the original terms of the Credit Agreement, the obligations thereunder that became secured under these circumstances could again become unsecured provided that (i) no event of default has occurred and is continuing and (ii) the Company has maintained for two consecutive quarters, and is projected to maintain for the next two consecutive quarters, a total leverage ratio less than or equal to 3.75 to 1.0. Pursuant to the Credit Agreement Waiver and Amendment, this provision has been amended to add the additional condition that no release of the liens securing the obligations under the Credit Agreement can occur until the Company has delivered to the lenders its audited financial statements with respect to its fiscal year ending December 31, 2013.

Zurich American Insurance Company ("Zurich") the Company's surety provider, has informed the Company that it intends to seek, pursuant to the existing surety arrangements among the Company, Zurich and the Administrative Agent, second mortgages on the same vessels securing the obligations under the Credit Agreement.

The foregoing description of the Credit Agreement Waiver and Amendment and the LC Waiver does not purport to be complete and is qualified in its entirety by reference to the complete text thereof, attached hereto as Exhibits 10.1 and 10.2, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are furnished herewith:

- 10.1 Waiver and Amendment No. 2 to Credit Agreement, dated as of March 15, 2013, by and among Great Lakes Dredge & Dock Corporation, the other Credit Parties party thereto, Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and an Issuing Lender, and the other lenders party thereto.
- 10.2 Waiver to International Letter of Credit Agreement, dated as of March 15, 2013, to the International Letter of Credit Agreement, by and among Great Lakes Dredge & Dock Corporation, Great Lakes Dredge & Dock Company, LLC and Wells Fargo Bank, National Association.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GREAT LAKES DREDGE & DOCK CORPORATION

Date: March 18, 2013

/s/ William S. Steckel

William S. Steckel

Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit
Number

Exhibit Description

- | | |
|------|---|
| 10.1 | Waiver and Amendment No. 2 to Credit Agreement, dated as of March 15, 2013, by and among Great Lakes Dredge & Dock Corporation, the other Credit Parties party thereto, Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and an Issuing Lender, and the other lenders party thereto. |
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**WAIVER AND AMENDMENT NO. 2
TO CREDIT AGREEMENT**

THIS WAIVER AND AMENDMENT NO. 2 TO CREDIT AGREEMENT (this "Amendment"), dated as of March 15, 2013, is made by and among Great Lakes Dredge & Dock Corporation (the "Borrower"), the other "Credit Parties" from time to time party to the Credit Agreement referred to and defined below (together with the Borrower, the "Credit Parties"), the Lenders (as defined below) signatory hereto and Wells Fargo Bank, National Association, as Swingline Lender, an Issuing Lender and the Administrative Agent (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement referred to and defined below.

W I T N E S S E T H:

WHEREAS, the Borrower, the other Credit Parties, the financial institutions from time to time party thereto (collectively, the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement, dated as of June 4, 2012 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement");

WHEREAS, (a) Events of Default have occurred under Sections 10.01(d)(i) and (f) of the Credit Agreement due to the failure of the Borrower to maintain a Consolidated Fixed Charge Coverage Ratio greater than 1.25 to 1.00 as of the last day of the fiscal quarter ended December 31, 2012 in accordance with Section 9.14(b) of the Credit Agreement and Section 9.5(b) of the Wells Fargo Agreement, and (b) Events of Default may have occurred under Section 10.01(c) of the Credit Agreement resulting from a representation, warranty, certification or statement being incorrect or misleading when made due to the re-statement of earnings and results of operations for the fiscal quarters ended June 30, 2012 and September 30, 2012 as have been disclosed to the Lenders prior to the date hereof and any related delivery of financial statements, Compliance Certificates or other certificates, or due to any certification as to the absence of a Default or any Event of Default being untrue due to any of the Defaults or Events of Default described above (hereinafter, collectively, referred to as the "Specified Defaults");

WHEREAS, the Borrower has requested that the Required Lenders, and subject to the terms and conditions set forth herein the Required Lenders have agreed to, waive the Specified Defaults; and

WHEREAS, the parties hereto have agreed, subject to the terms and conditions set forth herein, to amend certain provisions of the Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the terms and conditions stated herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Borrower, the other Credit Parties, the Required Lenders and the Administrative Agent, such parties hereby agree as follows:

Section 1. Waiver. Subject to the satisfaction of the conditions set forth in Section 3 of this Amendment, the Required Lenders hereby waive the Specified Defaults; provided that the Borrower's actual Consolidated Fixed Charge Coverage Ratio as of the last day of the fiscal quarter ended December 31, 2012 is no less than 1.05 to 1.00.

Section 2. Amendments to the Credit Agreement. Subject to the satisfaction of each of the conditions set forth in Section 3 of this Amendment, the Credit Agreement is hereby amended as follows:

(a) The definition of "Perfection Trigger Notice" set forth in Section 1.1 of the Credit Agreement is hereby amended to replace the reference to "Exhibit B-1" appearing therein with the reference "Exhibit A-1".

(b) Section 2.4(b)(i) of the Credit Agreement is hereby amended to insert the following proviso immediately at the end thereof:

; provided, however, if the Dollar Equivalent Amount of undrawn and outstanding Letters of Credit exceeds 100% of the Aggregate Commitment after repayment of all other Outstandings pursuant to the foregoing provisions, the Borrower agrees to immediately Cash Collateralize such outstanding Letters of Credit to the extent of such excess pursuant to the provisions of Section 10.2(b).

(c) Section 4.3(a) of the Credit Agreement is hereby amended by adding the following proviso immediately at the end thereof:

and ; provided, further, that no Release Date can occur prior to the date on which the Borrower has delivered to the Administrative Agent its audited financial statements and related deliveries and Compliance Certificate required by, and in accordance with, Sections 8.1(a) and 8.2(a) with respect to its Fiscal Year ended December 31, 2013.

Section 3. Effectiveness of this Amendment; Conditions Precedent. The provisions of Sections 1 and 2 of this Amendment shall be deemed to have become effective as of the date first written above (the "Effective Date"), but such effectiveness shall be expressly conditioned upon the Administrative Agent's receipt of each of the following, in each case, in form and substance reasonably acceptable to the Administrative Agent:

(a) counterparts of this Amendment duly executed by the Borrower, the other Credit Parties and the Required Lenders; and

(b) payment in full from the Borrower, in immediately available funds, of an amendment fee for the account of each Lender executing and delivering a counterpart signature page to this Amendment before 3:15 p.m. (Central time) on March 15, 2013 (collectively, the "Consenting Lenders") in an amount equal to 0.20% of such Consenting Lender's Commitment.

Section 4. The Borrower hereby agrees to pay the Administrative Agent, for the account of each Lender delivering a counterpart signature page to this Amendment after the time specified in Section 3(b)(i) above, but before 5:00 p.m. (Central time) on March 20, 2013 (collectively, the "Additional Consenting Lenders"), an amendment fee in an amount equal to (a)

with respect to each Additional Consenting Lender delivering a counterpart signature page to this Amendment before 5:00 p.m. (Central time) on March 15, 2013, 0.20% of such Additional Consenting Lender's Commitment, which amendment fee shall be due and payable in full in cash on March 18, 2013 and (b) with respect to each Additional Consenting Lender delivering a counterpart signature page to this Amendment before 5:00 p.m. (Central time) on March 20, 2013, 0.15% of such Additional Consenting Lender's Commitment, which amendment fee shall be due and payable in full in cash on March 20, 2013. The fees payable pursuant to this Section 4 shall be fully earned and shall be paid in immediately available funds.

Section 5. The Borrower, the Administrative Agent, the Swingline Lender and the Required Lenders hereby agree that, notwithstanding anything to the contrary set forth in Section 2.3(a) of the Loan Agreement, the Borrower may deliver a Notice of Borrowing for the advance of a Swingline Loan on March 15, 2013 (the "Swingline Advance Date") not later than 3:15 p.m. (Central time) on such Swingline Advance Date.

Section 6. Representations and Warranties.

(a) The Borrower and each other Credit Party hereby represents and warrants that this Amendment and the Credit Agreement as amended hereby (collectively, the "Amendment Documents") constitute legal, valid and binding obligations of the Borrower and the other Credit Parties enforceable against the Borrower and the other Credit Parties in accordance with their terms.

(b) The Borrower and each other Credit Party hereby represents and warrants that its execution and delivery of this Amendment, and the performance of the Amendment Documents, have been duly authorized by all proper corporate or limited liability company action, do not violate any provision of its organizational documents, will not violate any law, regulation, court order or writ applicable to it, and will not require the approval or consent of any governmental agency, or of any other third party under the terms of any contract or agreement to which it or any of its Affiliates is bound (which has not been previously obtained), including without limitation, the Bonding Agreement, the Wells Fargo Documents and the Note Indenture.

(c) The Borrower and each other Credit Party hereby represents and warrants that after giving effect to the provisions of this Amendment, (i) no Default or Event of Default has occurred and is continuing or will have occurred and be continuing and (ii) all of the representations and warranties of the Borrower and each other Credit Party contained in the Credit Agreement and in each other Loan Document (other than representations and warranties which, in accordance with their express terms, are made only as of an earlier specified date) are, and will be, true and correct as of the date of its execution and delivery hereof or thereof in all material respects as though made on and as of such date.

Section 7. Reaffirmation, Ratification and Acknowledgment. The Borrower and each other Credit Party hereby (a) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each Loan Document to which it is a party, (b) agrees and acknowledges that such ratification and reaffirmation is not a condition to the continued effectiveness of such Loan Documents, (c) agrees that neither such ratification and reaffirmation, nor the Administrative Agent's, or any Lender's solicitation of such ratification and

reaffirmation, constitutes a course of dealing giving rise to any obligation or condition requiring a similar or any other ratification or reaffirmation from the Borrower or such other Credit Parties with respect to any subsequent modifications to the Credit Agreement or the other Loan Documents and (d) agree and acknowledge that a Perfection Trigger Event occurred on March 15, 2013, thereupon rendering effective, among other things, each of the grants of mortgages, liens and security interests by the Credit Parties contemplated by the Security Documents. Except as modified hereby, the Credit Agreement is in all respects ratified and confirmed, and the Credit Agreement as modified by this Amendment shall be read, taken and so construed as one and the same instrument. Each of the Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. Neither the execution, delivery nor effectiveness of this Amendment shall operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, or of any Default or Event of Default (whether or not known to the Administrative Agent or the Lenders), under any of the Loan Documents, except as specifically set forth herein. From and after the effectiveness of this Amendment, (x) each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Credit Agreement, as amended hereby and (y) all references to the Credit Agreement appearing in any other Loan Document, or any other document, instrument or agreement executed and/or delivered in connection therewith, shall mean and be a reference to the Credit Agreement, as amended hereby.

Section 8. Release. In further consideration of the execution by the Administrative Agent and the Required Lenders of this Amendment, to the extent permitted by applicable law, the Borrower and each Credit Party, on behalf of itself and all of its successors and assigns (collectively, the "Releasors"), hereby completely, voluntarily, knowingly, and unconditionally release and forever discharge the Administrative Agent, each Lender, each Issuing Lender, the Swingline Lender, each of their advisors, professionals and employees, each affiliate of the foregoing and all of their respective permitted successors and assigns (collectively, the "Releasees"), from any and all claims, actions, suits, and other liabilities, including, without limitation, any so-called "lender liability" claims or defenses (collectively, "Claims"), whether arising in law or in equity, which any of the Releasors ever had, now has or hereinafter can, shall or may have against any of the Releasees for, upon or by reason of any matter, cause or thing whatsoever from time to time occurred on or prior to the date hereof, in any way concerning, relating to, or arising from (a) the Credit Agreement or any of the other Loan Documents (including, without limitation, with respect to the payment, performance, validity or enforceability of the Borrower's or any other Credit Party's obligations thereunder, the liens securing such obligations, or any or all of the terms or conditions of any Loan Document), (b) the financial condition, business or operations of the Borrower or any other Credit Party, and (c) the negotiation, documentation and execution of this Amendment and any documents relating hereto, except for Claims determined in a final and nonappealable judgment by a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Releasee. The Releasors hereby acknowledge that they have been advised by legal counsel of the meaning and consequences of this release.

Section 9. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 10. Administrative Agent's Expenses. The Borrower hereby agrees to promptly reimburse the Administrative Agent for all of the reasonable and documented out-of-pocket expenses (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent) it has heretofore or hereafter incurred or incurs in connection with the preparation, negotiation and execution of this Amendment and the other documents, agreements and instruments contemplated hereby.

Section 11. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which when together shall constitute one and the same agreement among the parties. Delivery of any executed counterpart of a signature page of this Amendment by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

GREAT LAKES DREDGE & DOCK CORPORATION, as
Borrower

By: /s/ William S. Steckel
Name: William S. Steckel
Title: Senior Vice President and Chief Financial Officer

**GREAT LAKES DREDGE & DOCK ENVIRONMENTAL,
INC.**, as a Credit Party

By: /s/ William S. Steckel
Name: William S. Steckel
Title: Senior Vice President and Chief Financial Officer

GREAT LAKES DREDGE & DOCK COMPANY, LLC, as a
Credit Party

By: /s/ William S. Steckel
Name: William S. Steckel
Title: Senior Vice President and Chief Financial Officer

DAWSON MARINE SERVICES COMPANY, as a Credit
Party

By: /s/ Catherine Hoffman
Name: Catherine Hoffman
Title: President

*Signature Page to
Waiver and Amendment No. 2 to Credit Agreement*

NASDI HOLDINGS CORPORATION, as a Credit Party

By: /s/ William S. Steckel
Name: William S. Steckel
Title: Chief Financial Officer

NASDI LLC, as a Credit Party

By: /s/ William S. Steckel
Name: William S. Steckel
Title: Vice President

FIFTY-THREE DREDGING CORPORATION, as a Credit Party

By: /s/ Paul E. Dinkel
Name: Paul E. Dinkel
Title: Vice President

YANKEE ENVIRONMENTAL SERVICES, LLC, as a Credit Party

By: /s/ William S. Steckel
Name: William S. Steckel
Title: Chief Financial Officer

TERRA CONTRACTING SERVICES, LLC, as a Credit Party

By: /s/ William S. Steckel
Name: William S. Steckel
Title: Senior Vice President and Chief Financial Officer

*Signature Page to
Waiver and Amendment No. 2 to Credit Agreement*

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Administrative Agent, as Swingline Lender and as a Lender

By: /s/ Sushim Shah

Name: Sushim Shah

Title: VP

*Signature Page to
Waiver and Amendment No. 2 to Credit Agreement*

BANK OF AMERICA, N.A., as a Lender

By: /s/ Jonathan M. Phillips

Name: Jonathan M. Phillips

Title: Senior Vice President

*Signature Page to
Waiver and Amendment No. 2 to Credit Agreement*

By: _____
Name: _____
Title: _____

*Signature Page to
Waiver and Amendment No. 2 to Credit Agreement*

By: _____
Name: _____
Title: _____

*Signature Page to
Waiver and Amendment No. 2 to Credit Agreement*

By: _____
Name: _____
Title: _____

*Signature Page to
Waiver and Amendment No. 2 to Credit Agreement*

By: /s/ Timothy E. Broccolo

Name: Timothy E. Broccolo

Title: SVP

*Signature Page to
Waiver and Amendment No. 2 to Credit Agreement*

DEUTSCHE BANK AG, NEW YORK BRANCH, as a
Lender

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

*Signature Page to
Waiver and Amendment No. 2 to Credit Agreement*

WAIVER TO
INTERNATIONAL LETTER OF CREDIT AGREEMENT

THIS WAIVER TO INTERNATIONAL LETTER OF CREDIT AGREEMENT is dated as of the 15th day of March, 2013 (this "Waiver"), and entered into among GREAT LAKES DREDGE & DOCK CORPORATION, a Delaware corporation (the "Borrower"), GREAT LAKES DREDGE & DOCK COMPANY, LLC, a Delaware limited liability company (the "Guarantor"), and WELLS FARGO BANK, N.A., successor by merger to WELLS FARGO HSBC TRADE BANK, N.A. (the "Bank").

BACKGROUND:

A. The Borrower, the Guarantor and the Bank entered into an International Letter of Credit Agreement, dated as of September 29, 2006 (as amended through the date hereof, the "Agreement"). Unless specifically defined below, capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

B. The Borrower has requested that the Bank waive (i) an Event of Default under Section 10.1(c)(i) of the Agreement due to the failure of the Borrower to maintain a Consolidated Fixed Charge Coverage Ratio greater than 1.25 to 1.00 as of the last day of the fiscal quarter ended December 31, 2012 in accordance with Section 9.5(b) of the Agreement; (ii) any Default or Event of Default that may have occurred under Section 10.1(b) resulting from a representation, warranty, certification or statement being incorrect or misleading when made due to the re-statement of earnings and results of operations for the fiscal quarters ended June 30, 2012 and September 30, 2012 as have been disclosed to the Bank and Ex-Im Bank prior to the date hereof and any related delivery of financial statements, Compliance Certificates or other certificates, or due to any certification as to the absence of a Default or any Event of Default being untrue due to any of the Defaults or Events of Default described herein; and (iii) any Default or Event of Default under Section 10.1(c)(i) of the Agreement due to the failure of the Borrower to notify the Bank in writing of the occurrence of any of the Defaults or Events of Default described herein (hereinafter, collectively, referred to as the "Specified Defaults");

C. The Bank has agreed to waive the Specified Defaults, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, the Borrower, the Guarantor and the Bank covenant and agree as follows:

SECTION 1. WAIVER. Subject to the satisfaction of the conditions set forth in Section 3 of this Waiver, the Bank hereby waives the Specified Defaults.

SECTION 2. REPRESENTATIONS AND WARRANTIES TRUE; NO EVENT OF DEFAULT. By its execution and delivery hereof, the Borrower represents and warrants that, as of the date hereof:

(a) (i) the Borrower has all requisite power and authority to execute and deliver this Waiver, (ii) this Waiver has been duly executed and delivered by the Borrower, and (iii) this Waiver and the Agreement constitute valid and legally binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as limited by Debtor Laws;

(b) after giving effect to this Waiver, there exists no Event of Default or Default under the Agreement;

(c) after giving effect to this Waiver, the representations and warranties set forth in the Agreement and the other International Loan Documents are true and correct in all material respects on the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date;

(d) the Agreement and the other International Loan Documents remain in full force and effect; and

(e) neither the execution, delivery and performance of this Waiver or the Agreement nor the consummation of any transactions contemplated herein or therein, will (i) contravene the terms of the Organization Documents of the Borrower, (ii) violate any Governmental Requirement or (iii) conflict with any Obligation to which the Borrower is a party; except in the case of clauses (ii) and (iii) to the extent that such conflict could not reasonably be expected to have a Material Adverse Effect.

SECTION 3. CONDITIONS TO EFFECTIVENESS. All provisions of this Waiver shall be effective upon receipt by the Bank of this Waiver duly executed by the Borrower, the Guarantor and the Bank.

SECTION 4. ACKNOWLEDGEMENT AND AGREEMENT OF GUARANTOR. Guarantor hereby (i) consents to the terms and execution hereof; (ii) reaffirms its obligations to the Bank pursuant to the terms of its Guaranty; and (iii) acknowledges that the Bank may amend, restate, extend, renew or otherwise modify the Agreement and any indebtedness or agreement of the Borrower, or enter into any agreement or extend additional or other credit accommodations, without notifying or obtaining the consent of the Guarantor and without impairing the liability of the Guarantor under its Guaranty for all of the Borrower's present and future indebtedness to the Bank.

SECTION 5. REFERENCE TO THE AGREEMENT.

(a) Upon the effectiveness of this Waiver, each reference in the Agreement to "this Agreement", "hereunder", or words of like import shall mean and be a reference to the Agreement, as affected hereby.

(b) The Agreement shall remain in full force and effect and is hereby ratified and confirmed.

SECTION 6. COSTS, EXPENSES AND TAXES. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses incurred by the Bank in connection with the preparation, reproduction, execution and delivery of this Waiver and the other instruments and documents to be delivered hereunder (including the reasonable fees, charges and disbursements of counsel with respect thereto).

SECTION 7. EXECUTION IN COUNTERPARTS. This Waiver may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. For purposes of this Waiver, a counterpart hereof (or signature page thereto) signed and transmitted by any Person party hereto to the Bank (or its counsel) by facsimile machine, telecopier or electronic mail is to be treated as an original. The signature of such Person thereon, for purposes hereof, is to be considered as an original signature, and the counterpart (or signature page thereto) so transmitted is to be considered to have the same binding effect as an original signature on an original document.

SECTION 8. HEADINGS. Section headings in this Waiver are included herein for convenience of reference only and shall not constitute a part of this Waiver for any other purpose.

SECTION 9. ENTIRE AGREEMENT. **THIS WAIVER AND THE OTHER INTERNATIONAL LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

SECTION 10. GOVERNING LAW. THIS WAIVER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES (OTHER THAN PROVISIONS OF 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

SECTION 11. WAIVERS OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS WAIVER OR INTERNATIONAL LOAN DOCUMENTS, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS WAIVER OR ANY INTERNATIONAL LOAN DOCUMENT AND AGREE THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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IN WITNESS WHEREOF, this Waiver is executed as of the date first set forth above.

BORROWER:

GREAT LAKES DREDGE & DOCK CORPORATION

By: /s/ William S. Steckel
William S. Steckel
Senior Vice President and Chief Financial Officer

GUARANTOR:

GREAT LAKES DREDGE & DOCK COMPANY, LLC

By: /s/ William S. Steckel
William S. Steckel
Senior Vice President and Chief Financial Officer

BANK:

WELLS FARGO BANK, N.A.

By: /s/ Sushim R. Shah
Sushim R. Shah
Vice President and
Senior Relationship Manager

Signature Page to Waiver to International Letter of Credit Agreement