United States Bankruptcy Court
Southern District of Texas
ENTERED
June 14, 2023
Nathan Ochsner, Clerk

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

In re:	§	**Chapter 11**
INSTANT BRANDS ACQUISITION HOLDINGS INC., *et al.*,	§	**Case No. 23-90716 (DRJ)**
Debtors.[1]	§	**(Joint Administration Requested)**

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN SENIOR SECURED SUPERPRIORITY POST-PETITION FINANCING AND (B) USE CASH COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) PROVIDING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

Upon the Motion (the "**Motion**")[2] of Instant Brands Acquisition Holdings Inc. and certain of its affiliates (collectively, the "**Debtors**"),[3] each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rules 1075-1, 2002-1, 4001-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "**Local Rules**"),

[1] The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or registration numbers in the applicable jurisdictions, are as follows: Instant Brands (Texas) Inc. (2526); Instant Brands Acquisition Holdings Inc. (9089); Instant Brands Acquisition Intermediate Holdings Inc. (3303); Instant Brands Holdings Inc. (3318); URS-1 (Charleroi) LLC (7347); Instant Brands LLC (0566); URS-2 (Corning) LLC (8085); Corelle Brands (Latin America) LLC (8862); EKCO Group, LLC (7167); EKCO Housewares, Inc. (0216); EKCO Manufacturing of Ohio, Inc. (7300); Corelle Brands (Canada) Inc. (5817); Instant Brands (Canada) Holding Inc. (4481); Instant Brands Inc. (9822); and Corelle Brands (GHC) LLC (9722). The address of the debtors' corporate headquarters is 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the DIP Credit Agreements, each as defined herein, as applicable.

[3] The Debtors and their direct and indirect non-Debtor subsidiaries are collectively referred to herein as "**Instant Brands**" or the "**Company**."

and the Procedures for Complex Cases in the Southern District of Texas (the "**Complex Case Procedures**"), seeking entry of an interim order (together with all exhibits hereto, this "**Interim Order**"):

(i) authorizing (a) Instant Brands Holdings Inc. (the "**Lead Borrower**") and Instant Brands Inc. (the "**Canadian Borrower**" and, together with the Lead Borrower, the "**ABL DIP Borrowers**") to obtain, (b) URS-1 (Charleroi) LLC, URS-2 (Corning) LLC (together, the "**UnSubs**") to guarantee on a joint and several basis upon consummation of the UnSub Payoff Event (as defined herein), and (c) each of the other Debtors ((a)-(c), collectively, the "**ABL DIP Loan Parties**") to guarantee on a joint and several basis, in each case, a senior secured superpriority postpetition asset-based revolving credit facility (the "**ABL DIP Facility**"), in an initial aggregate principal amount of up to $125,000,000 (the "**ABL DIP Commitment**" and the loans made pursuant thereto, the "**ABL DIP Loans**"), pursuant to the terms and subject to the conditions of this Interim Order, the *Superpriority Secured Debtor-In-Possession Asset-Based Revolving Credit Agreement* (as the same may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time subject to the terms set forth in this Interim Order, the "**ABL DIP Credit Agreement**"), a copy of which is attached hereto as **Exhibit A**, between the ABL DIP Borrowers, the ABL DIP Loan Parties party thereto, Bank of America, N.A., as administrative agent and collateral agent (in such capacities under the applicable ABL DIP Documents (as defined below), the "**ABL DIP Agent**"), and the lenders party thereto from time to time (the "**ABL DIP Lenders**," and together with the ABL DIP Agent, and the other Secured Parties (as defined in the ABL DIP Credit Agreement), the "**ABL DIP Secured Parties**") and the other ABL DIP Documents and which ABL DIP Facility will be composed of:

(x) an asset-based revolving credit facility with aggregate initial commitments of $105,000,000 in Tranche A Revolving Commitments (as defined in the ABL DIP Credit Agreement) including (i) a $10 million Canadian Borrower Sublimit (as defined in the ABL DIP Credit Agreement) made available upon entry of the Interim Order, (ii) a $30 million letter of credit subfacility made available upon entry of the Interim Order, and (iii) a $30,000,000 discretionary swingline subfacility,

(y) an asset-based revolving credit facility with aggregate initial commitments of $12,000,000 in Tranche B-1 Revolving Commitments (as defined in the ABL DIP Credit Agreement), and

(z) an asset-based revolving credit facility with aggregate initial commitments of $8,000,000 in Tranche B-2 Revolving Commitments (as defined in the ABL DIP Credit Agreement)

(ii) authorizing the Debtors to (x) execute, deliver and perform their respective obligations under (a) the ABL DIP Credit Agreement and (b) any other agreements, instruments, pledge agreements, mortgages, guarantees, security agreements, intellectual property security agreements, control agreements, financing statements, notes, and documents related thereto (including each "Loan Document" (as defined in the ABL DIP Credit Agreement)) (as each document may be amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, collectively, with the ABL DIP Credit Agreement, the "**ABL DIP Documents**") and (y) use the proceeds of the ABL DIP Facility to pay in full all Prepetition ABL Obligations (as defined below), including interest and fees through the date of repayment, which will be implemented through the automatic substitution and exchange of the Prepetition ABL Obligations for ABL DIP Obligations on a cashless dollar for dollar basis (the "**ABL Debt Roll-Up**");

(iii) subject to and conditioned on the substantially contemporaneous occurrence of the UnSub Payoff Event, authorizing: (a) the Lead Borrower to obtain (and together with the ABL DIP Borrowers, the "**DIP Borrowers**"), (b) the UnSubs to guarantee on a joint and several basis upon consummation of the UnSub Payoff Event, and (c) each of the other Debtors ((a)-(c) collectively, the "**Term DIP Loan Parties**," and together with the ABL DIP Loan Parties, the "**DIP Loan Parties**") to guarantee on a joint and several basis, in each case, a senior secured superpriority postpetition multi-draw term loan facility (the "**Term Loan DIP Facility**," and together with the ABL DIP Facility, the "**DIP Facilities**"; the loans thereunder the "**Term DIP Loans**," and together with the ABL DIP Loans, the "**DIP Loans**") to be advanced and made available to the Lead Borrower pursuant to the terms and subject to the conditions of this Interim Order and in the *Senior Secured Superpriority Priming Debtor-In-Possession Credit Agreement* (as the same may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time subject to the terms set forth in this Interim Order, the "**Term DIP Credit Agreement**," and together with the ABL DIP Credit Agreement, the "**DIP Credit Agreements**"), a copy of which is attached hereto as **Exhibit B**, in an aggregate original principal amount of $132,500,000 (the "**Term DIP Commitment**," and together with the ABL DIP Commitment, the "**DIP Commitments**"), which shall consist of:

(a) up to $100,000,000 which shall be made available by Jefferies Capital Services, LLC (the "**Fronting Lender**") on an interim basis upon entry of the Interim Order, subject to and conditioned upon the contemporaneous occurrence of the UnSub Payoff Event, and satisfaction of the other applicable conditions to such interim loan; and

(b) up to $32,500,000 which shall be made available by the Fronting Lender on a final basis upon entry of the Final Order (as defined below) and satisfaction of the other applicable conditions to any such final loan;

(iv) subject to and conditioned on the substantially contemporaneous occurrence of the UnSub Payoff Event, authorizing the Debtors to execute, deliver, and perform

their respective obligations under (a) the Term DIP Credit Agreement by and among the Lead Borrower, the Term DIP Loan Parties party thereto, the Fronting Lender, the lenders from time to time party thereto (which lenders may include up to 100% of the Prepetition Term Lenders (as defined below)) (the "**Term DIP Lenders**," and together with the Fronting Lender and the ABL DIP Lenders, the "**DIP Lenders**"), and Wilmington Trust, National Association, as administrative agent and collateral agent under the Term Loan DIP Facility (in such capacities, the "**Term DIP Agent**," together with the ABL DIP Agent, the "**DIP Agents**," and the Term DIP Agent, together with the Term DIP Lenders, the "**Term DIP Secured Parties**," and the Term DIP Secured Parties, together with the ABL DIP Secured Parties the "**DIP Secured Parties**") and (b) any other agreements, instruments, pledge agreements, mortgages, guarantees, security agreements, intellectual property security agreements, control agreements, financing statements, notes, and documents related thereto (including each "Loan Document" (as defined in the Term DIP Credit Agreement)) (collectively, as each document may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof and thereof, collectively with the Term DIP Credit Agreement, the "**Term DIP Documents**");

(v) authorizing the Debtors to execute, deliver, and perform their respective obligations under (a) the DIP Credit Agreements, (b) the DIP Intercreditor Agreement and (c) any other agreements, instruments, pledge agreements, guarantees, control agreements and other loan documents related to any of the foregoing (including any security agreements, intellectual property security agreements, notes, blocked account agreements, deposit account control agreements, securities account control agreements, credit card acknowledgements, credit card agreements, collateral access agreements, landlord agreements, warehouse agreements, bailee agreements, carrier agency agreements, customs broker agency agreements, subordination agreements (including any intercompany subordination agreements), and freight forwarder agreements, and all Uniform Commercial Code filings and all filings with the United States Patent and Trademark Office or the United States Copyright Office with respect to the recordation of an interest in the intellectual property of the Debtors (the foregoing, collectively, as each document may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof and thereof, and including the ABL DIP Documents, this Interim Order, the Final Order (once entered), and the Term DIP Documents, the "**DIP Documents**") and to perform such other acts as may be necessary or desirable in connection with the DIP Documents;

(vi) authorizing the Debtors to incur and guarantee loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees, costs, expenses, other liabilities, and all other obligations (including indemnities and similar obligations, whether contingent or absolute) due or payable under, or secured by, the ABL DIP Documents (collectively, the "**ABL DIP Obligations**") and the Term DIP Documents (collectively, the "**Term DIP Obligations**," and together with the ABL DIP Obligations, the "**DIP Obligations**") including the

commitment fees, upfront fees, exit fees, backstop fees, or premiums, administrative agency fees, and any other fees payable pursuant to the DIP Documents (collectively, the "**DIP Fees**");

(vii) authorizing and directing the Debtors to use the proceeds of the DIP Facilities and solely in accordance with the Approved Budget:

(I) to indefeasibly pay in full in cash the outstanding principal balance, together with all accrued and unpaid interest, fees, and other "Note Obligations" (as defined therein) due thereunder, under the *Senior Secured Promissory Note*, dated January 18, 2023 (as amended, the "**Prepetition Reimbursement Note**," and all instruments and documents executed at any time in connection therewith, the "**Prepetition Reimbursement Note Documents**" and all obligations due thereunder the "**Prepetition Reimbursement Note Obligations**"), between Debtor Instant Brand Holdings, Inc. as borrower, and Cornell Capital Partners LP (together with its designated affiliates and permitted assigns, "**Prepetition Reimbursement Noteholder**"), as holder, in an aggregate principal amount of $55,000,000, plus undisputed, accrued and unpaid interest and fees through the date of repayment (the indefeasible repayment of the Prepetition Reimbursement Note and the other Prepetition Reimbursement Note Obligations, together with the termination of the Prepetition Reimbursement Note Documents in accordance with the terms thereof and this Interim Order, collectively, the "**UnSub Payoff Event**"); and

(II) immediately after the ABL Debt Roll-Up, to use proceeds of the Term Loan DIP Facility to indefeasibly prepay in cash the ABL DIP Obligations in accordance with the Approved Budget, subject to reborrowing subject to the terms of the ABL DIP Credit Agreement (the "**ABL Paydown**");

(viii) authorizing the Debtors to use Prepetition Collateral (as defined below), including Cash Collateral (as defined below), as well as the proceeds of the DIP Facilities, subject to the Approved Budget, and the restrictions set forth in the DIP Documents and this Interim Order;

(ix) providing adequate protection to the Prepetition Secured Parties (as defined below) solely to the extent of any Diminution in Value (as defined below) of their interests in the Prepetition Collateral (including Cash Collateral);

(x) granting to the DIP Agents, for the benefit of the DIP Secured Parties, and authorizing the Debtors to incur, valid, enforceable, non-avoidable, and automatically and fully perfected DIP Liens (as defined below) in all DIP Collateral (as defined below), including, without limitation, all property constituting Prepetition Collateral, to secure the DIP Obligations, which DIP Liens shall be subject to the Carve Out (as defined below) and the relative rankings and priorities set forth in this Interim Order, and as further set forth on **Exhibit C**;

(xi) granting to the DIP Agents, for the benefit of the DIP Secured Parties, and authorizing the Debtors to incur, allowed superpriority administrative expense

claims against each of the Debtors, on a joint and several basis, in respect of all DIP Obligations, which superpriority administrative expense claims against each of the Debtors shall be subject to the Carve Out and the relative rankings and priorities set forth in this Interim Order, and as further set forth on **Exhibit C;**

(xii) upon entry of the Final Order, waiving the Debtors' right to surcharge the Prepetition Collateral and DIP Collateral pursuant to section 506(c) of the Bankruptcy Code,

(xiii) upon entry of the Interim Order, waiving (a) the "equities of the case" exception under section 552(b) of the Bankruptcy Code and (b) the equitable doctrine of "marshaling" and other similar doctrines (A) with respect to the DIP Collateral for the benefit of any party other than the DIP Secured Parties and (B) with respect to any of the Prepetition Collateral (including the Cash Collateral) for the benefit of any party other than the Prepetition Secured Parties (as defined herein);

(xiv) modifying or vacating the automatic stay imposed by section 362 of the Bankruptcy Code or otherwise to the extent necessary to implement and effectuate the terms and provisions set forth in this Interim Order and in the DIP Documents, and waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Interim Order, and providing for the immediate effectiveness of this Interim Order;

(xv) scheduling a final hearing (the "**Final Hearing**") to consider entry of a final order (the "**Final Order**") authorizing and approving, among other things, the relief requested in the Motion on a final basis, which order shall be in form substantially similar to this Interim Order and otherwise reasonably acceptable in form and substance to the Debtors, the DIP Lenders, the DIP Agents, and the Prepetition Secured Parties, and approving the form of notice with respect to the Final Hearing; and

(xvi) granting related relief.

The Court having considered the interim relief requested in the DIP Motion, the exhibits attached thereto, the *Declaration of Adam Hollerbach in Support of Debtors' Chapter 11 Proceedings and First Day Pleadings* (the "**Hollerbach Declaration**"), the *Declaration of Ronen Bojmel in Support of the Debtors' Emergency Motion for Entry of Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, 507, and 552 (I) Authorizing the Debtors to (A) Obtain Senior Secured Superpriority Post-Petition Financing and (B) Use Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Providing Adequate Protection to Prepetition Secured Parties, (IV) Scheduling a Final Hearing,*

and (V) Granting Related Relief (the "**Bojmel Declaration**"), the DIP Documents, and the evidence submitted and arguments made at the interim hearing held on June 13, 2023 (the "**Interim Hearing**"); and due and sufficient notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002 and 4001(b), (c), and (d) and all applicable Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and it appearing that the interim relief requested in the Motion is fair and reasonable and in the best interests of the Debtors and their estates, necessary to avoid immediate and irreparable harm to the Debtors and their estates, and essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. **Petition Date**. On June 12, 2023 (the "**Petition Date**"), each Debtor filed a voluntary petition (each, a "**Petition**") under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (this "**Court**").

[4] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Debtors in Possession**. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of the Chapter 11 Cases.

C. **Jurisdiction and Venue**. This Court has jurisdiction over the Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue of the Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and Local Rules 1075-1, 2002-1, 4001-1, 4002-1, and 9013-1.

D. **Committee Formation**. As of the date hereof, the United States Trustee for the Southern District of Texas (the "**U.S. Trustee**") has not appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "**Creditors' Committee**").

E. **Notice**. The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Proper, timely, appropriate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Motion or the entry of this Interim Order shall be required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

F. **Debtors' Stipulations**. Without prejudice to the rights of any party in interest, as set forth in paragraph 38 of this Interim Order, and subject to the limitations therein, the Debtors acknowledge, admit, stipulate, and agree that:

(i) **Prepetition ABL Facility**.

(a) **Prepetition ABL Credit Agreement**. As of the Petition Date, pursuant to and in accordance with the *Asset-Based Revolving Credit Agreement*, dated June 30, 2021 (as amended or supplemented before the date hereof, the "**Prepetition ABL Credit Agreement**," and all instruments and documents executed at any time in connection therewith (including all "Loan Documents" (as defined in the Prepetition ABL Credit Agreement), the "**Prepetition ABL Documents**"), between Debtors Instant Brands Holdings Inc. and Instant Brands Inc. as borrowers, Instant Brands Acquisition Intermediate Holdings Inc., as Initial Holdings, the lenders party thereto (as of the Petition Date (together with their respective successors and assigns, the "**Prepetition ABL Lenders**"), Bank of America, N.A. as administrative agent and collateral agent (in such capacities, the "**Prepetition ABL Agent**," and together with the Prepetition ABL Lenders and all other "Secured Parties" as defined in the Prepetition ABL Credit Agreement, the "**Prepetition ABL Secured Parties**"), the Prepetition ABL Lenders provided a revolving credit facility to the Debtors (the "**Prepetition ABL Facility**").

(b) **Prepetition ABL Obligations**. As of the Petition Date, the Debtors were lawfully liable and indebted to the Prepetition ABL Secured Parties, without defense, challenge, objection, claim, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $121,377,023.49, plus $22,256,502.07 of issued and outstanding letters of credit plus any other amounts due and payable under the Prepetition ABL Credit Agreement, including accrued and unpaid interest thereon, premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses and disbursements (including any attorneys', accountants', appraisers', and financial advisors' fees and related expenses and disbursements), indemnification obligations, guarantee obligations, and other charges, amounts, liabilities, costs and obligations of whatever nature, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable (whether before or after the Petition Date), in each case, as and to the extent provided in the Prepetition ABL Credit Agreement, including all "Loan Obligations" and all "Secured Obligations," each as defined in the Prepetition ABL Credit Agreement and all other amounts that may become allowed or allowable under section 506(b) of the Bankruptcy Code, including interest, fees, prepayment premiums, costs, and other charges (collectively, the "**Prepetition ABL Obligations**"). Such Prepetition ABL Obligations include:

(I) $108,290,599.49 in outstanding principal amount of "Tranche A Revolving Commitments";

(II) $7,991,438.50 in outstanding principal amount of "Tranche B-1 Revolving Commitments";

(III) $5,094,985.50 in outstanding principal amount of "Tranche B-2 Revolving Commitments";

(IV) $22,256,502.07 in issued and outstanding letters of credit;

(c) **Prepetition ABL Guarantees and Liens**. As more fully set forth in the Prepetition ABL Documents, before the Petition Date, to secure the Prepetition ABL Obligations, Instant Brands Acquisition Intermediate Holdings Inc., Instant Brands Holdings Inc., Instant Brands Inc., Instant Brands LLC, EKCO Group, LLC, Corelle Brands (GHC) LLC, EKCO Housewares, Inc., EKCO Manufacturing of Ohio, Inc., Instant Brands (Canada) Holding Inc., and Corelle Brands (Canada) Inc. (together, the "**Prepetition Loan Parties**") unconditionally guaranteed, on a joint and several basis, the due and punctual payment and performance, and satisfaction when due and at all times thereafter, of the Prepetition ABL Obligations and granted to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Secured Parties, valid, binding, properly perfected, and enforceable continuing liens on and security interests in (collectively, the "**Prepetition ABL Liens**") all of the "Collateral" as defined in the Prepetition ABL Credit Agreement, including applicable proceeds and products, accessions, substitutions and replacements for and rents, profits, and products, in each case whether then owned or owing to or thereafter acquired or arising and wherever located (the "**Prepetition ABL Collateral**"), subject to the terms of the Prepetition Intercreditor Agreement (as defined below). In accordance with the Prepetition Intercreditor Agreement, the Prepetition ABL Liens consist of: (a) first priority liens on and security interests in all "ABL Priority Collateral" and "Exclusive Foreign ABL Collateral" (each as defined in the Prepetition Intercreditor Agreement); and (b) second priority liens on and security interests in "Term Priority Collateral" as defined in the Prepetition Intercreditor Agreement.

(ii) **Prepetition Term Loan Facility**.

(a) **Prepetition Term Credit Agreement**. As of the Petition Date, pursuant to and in accordance with the *Senior Secured Credit Agreement*, dated April 12, 2021 (as amended or supplemented before the date hereof, the "**Prepetition Term Credit Agreement**," and together with the Prepetition ABL Credit Agreement, the "**Prepetition Credit Agreements**") and all instruments and documents executed at any time in connection therewith including all "Loan Documents" as defined in the Prepetition Term Credit Agreement (the "**Prepetition Term Documents**," and together with the Prepetition ABL Documents, the "**Prepetition Credit Documents**"), between Debtor Instant Brands Holdings Inc., Instant Brands Acquisition Intermediate Holdings Inc., each of the lenders party as of the Petition Date (together with their respective successors and assigns, the "**Prepetition Term Lenders**," and together with the Prepetition ABL Lenders, the "**Prepetition Lenders**"), and Wilmington Trust, National Association, as successor administrative agent and collateral agent (in such capacities, the "**Prepetition Term Agent**," and together with the Prepetition Term Lenders, the "**Prepetition Term Secured Parties**," and the Prepetition Term Secured Parties, together with the Prepetition ABL Secured Parties, the "**Prepetition Secured Parties**," and the Prepetition Term Agent, together with the Prepetition ABL Agent, the "**Prepetition Agents**"), the Prepetition Term Lenders provided a term loan facility to the Debtors (the "**Prepetition Term Loan Facility**," and together with the Prepetition ABL Facility, the "**Prepetition Facilities**").

(b) **Prepetition Term Obligations**. As of the Petition Date, the Prepetition Loan Parties were lawfully liable and indebted to the Prepetition Term

Secured Parties, without defense, challenge, objection, claim, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $390,937,500, plus any other amounts due and payable under the Prepetition Term Credit Agreement, including, without limitation, accrued and unpaid interest thereon, premiums, reimbursement obligations (contingent or otherwise), fees, costs, expenses and disbursements (including any attorneys', accountants', appraisers', and financial advisors' fees and related expenses and disbursements), indemnification obligations, guarantee obligations, and other charges, amounts, liabilities, costs, and obligations of whatever nature, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable (whether before or after the Petition Date), in each case, as and to the extent provided in the Prepetition Term Credit Agreement, including all "Secured Obligations" as defined in the Prepetition Term Credit Agreement and all other amounts that may become allowed or allowable under section 506(b) of the Bankruptcy Code, including interest, fees, prepayment premiums, costs, and other charges (collectively, the "**Prepetition Term Obligations**," and together with the Prepetition ABL Obligations, the "**Prepetition Obligations**").

(c) **Prepetition Term Guarantees and Liens**. As more fully set forth in the Prepetition Term Documents, before the Petition Date, to secure the Prepetition Term Obligations, the Prepetition Loan Parties unconditionally guaranteed on a joint and several basis, the due and punctual payment and performance and satisfaction when due and at all times thereafter, of the Prepetition Term Obligations and the Prepetition Loan Parties granted to the Prepetition Term Agent, for the benefit of the Prepetition Term Secured Parties, valid, binding, properly perfected, and enforceable continuing liens on and security interests in (the "**Prepetition Term Liens**," together with the Prepetition ABL Liens, the "**Prepetition Liens**") all of the "Collateral" as defined in the Prepetition Term Credit Agreement, including applicable proceeds and products and accessions, substitutions and replacements for and rents, profits, and products, in each case whether then owned or owing to or thereafter acquired or arising and wherever located (the "**Prepetition Term Collateral**," together with the Prepetition ABL Collateral, the "**Prepetition Collateral**"), subject to the terms of the Prepetition Intercreditor Agreement. In accordance with the Prepetition Intercreditor Agreement, the Prepetition Term Liens consists of: (a) first priority liens on and security interests in all Term Priority Collateral and "Exclusive Term Collateral" (each as defined in the Prepetition Intercreditor Agreement) and (b) second priority liens on and security interests in all ABL Priority Collateral.

(iii) **Prepetition Reimbursement Note.** As of the Petition Date, the Prepetition Loan Parties and the UnSubs were lawfully liable and obligated to the Prepetition Reimbursement Noteholder, without defense, challenge, objection, claim, counterclaim, or offset of any kind, with respect to loans arising as a result of drawings under a standby letter of credit obtained by the Prepetition Reimbursement Noteholder and issued for the benefit of the Prepetition ABL Agent, plus any and all other amounts due and payable under the Prepetition Reimbursement Note Documents, including, without limitation, all Prepetition Reimbursement Note Obligations that may be due, owing, or chargeable in connection therewith, in each case, as and to the extent provided in the Prepetition Reimbursement Note Documents. As more fully set forth in the

Prepetition Reimbursement Note Documents, to secure the Prepetition Reimbursement Note Obligations, the UnSubs granted to the Prepetition Reimbursement Noteholder valid, binding, properly perfected, and enforceable continuing liens on and security interests in all of the "Collateral" (as defined in the Prepetition Reimbursement Note), in accordance with the Prepetition Reimbursement Note Documents.

(iv) **Enforceability of Prepetition Intercreditor Agreement**. The Prepetition Agents entered into the *ABL Intercreditor Agreement*, dated October 9, 2020 (as amended or supplemented before the date hereof, the "**Prepetition Intercreditor Agreement**") for the benefit of the applicable Prepetition Secured Parties, acknowledged and consented to by the Prepetition Loan Parties, to govern the respective rights, interests, obligations, priority, and positions of the Prepetition ABL Secured Parties and the Prepetition Term Secured Parties.

(v) **Validity, Perfection, and Priority of Prepetition Liens and Prepetition Obligations**. (a) The Prepetition Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens, with priority over any and all other liens (other than liens expressly permitted to be senior to such Prepetition Liens under the Prepetition Credit Documents, but solely to the extent permitted under the applicable Prepetition Credit Agreement and only to the extent such permitted liens were existing, valid, enforceable, properly perfected, and non-avoidable as of the Petition Date or perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code), subject to the terms of the Prepetition Intercreditor Agreement; (b) the Prepetition ABL Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Loan Parties, enforceable in accordance with the terms of the Prepetition ABL Documents, the aggregate value of the Prepetition ABL Collateral exceeds the amount of the Prepetition ABL Obligations, and the Prepetition ABL Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code; (c) the Prepetition Term Obligations constitute legal, valid, binding and non-avoidable obligations of

the Prepetition Term Secured Parties, enforceable in accordance with the terms of the Prepetition Term Documents, and the Prepetition Term Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code; (d) no portion of the Prepetition Liens, the Prepetition Obligations, or any payments made to any Prepetition Secured Party or applied or paid on account of the Prepetition Obligations prior to or following the Petition Date is subject to any contest, set-off, avoidance, impairment, disallowance, recharacterization, reduction, subordination (whether equitable, contractual, or otherwise), recoupment, recovery, rejection, attack, effect, counterclaims, cross-claims, defenses, or any other challenge or claim (as defined in the Bankruptcy Code) of any kind, any cause of action or any other challenge of any nature under or pursuant to the Bankruptcy Code or any other applicable domestic or foreign law or regulation or otherwise by any person or entity; (e) the Debtors and their estates hold no claims (as defined in the Bankruptcy Code), counterclaims, defenses, setoff rights, or causes of action, including Avoidance Actions, of any kind against any of the Prepetition Secured Parties or any of their respective Representatives with respect to the Prepetition Obligations and the Prepetition Liens; and (f) the Debtors have, on behalf of each of their estates and any party that may try to claim by, through, or on behalf of the Debtors' estates, waived, discharged and released any right they may have to: (A) challenge the validity, enforceability, priority, security, and perfection of any of the Prepetition Obligations, the Prepetition Credit Documents, or the Prepetition Liens, respectively; and (B) assert any and all claims (as defined in the Bankruptcy Code) or causes of action against any of the Prepetition Secured Parties and each of their respective officers, directors, equity holders, members, partners, subsidiaries, affiliates, funds, managers, managing members, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives (in each case, in

their respective capacities as such), whether arising at law or in equity, including any recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or any other similar provisions of applicable state or federal law, in each case, arising out of, based upon or related to the Prepetition Credit Documents, the Prepetition Liens or the Prepetition Obligations, as applicable.

(vi) **No Control**. None of the Prepetition Secured Parties control the Debtors or their properties or operations, have authority to determine the manner in which any Debtors' operations are conducted, or are control persons or insiders of the Debtors or any of their affiliates.

(vii) **Cash Collateral**. All of the Debtors' cash, whether existing as of the Petition Date or thereafter, wherever located (including, without limitation, all cash on deposit or maintained by the Debtors in any account or accounts), constitutes or will constitute "cash collateral" of the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code (the "**Cash Collateral**").

(viii) **Indemnification**. The DIP Secured Parties and the Prepetition Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the approval of the DIP Facilities and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens (as defined below), any challenges or objections to the DIP Facilities or the use of Cash Collateral, and all documents related to any and all transactions contemplated by the foregoing, including the DIP Documents. Accordingly the DIP Secured Parties and the Prepetition Secured Parties shall be and hereby are indemnified and held harmless by the Debtors in respect of any

claim or liability incurred in respect thereof or in any way related to the DIP Facilities or the use of Cash Collateral as and to the extent provided in the DIP Documents and the Prepetition Credit Documents, as applicable; *provided*, that no such Indemnified Parties will be indemnified for any cost, expense, or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, actual fraud, or willful misconduct. Subject only to Paragraph 38, no exception or defense exists in contract, law, or equity as to the Debtors' obligation set forth, as the case may be, in this paragraph (vii), in the DIP Documents, or in the Prepetition Credit Documents to indemnify and hold harmless the Indemnified Parties, as applicable.

(ix) **Release**. Effective upon entry of this Interim Order (and subject to paragraph 38), the Debtors, on behalf of themselves and their respective estates (including any successor trustee or other estate representative in these Chapter 11 Cases or any Successor Cases (as defined below)) and any party acting by, through, or under any of the Debtors or their estates, hereby absolutely, irrevocably, and unconditionally release, waive, and forever discharge and acquit the DIP Secured Parties, the Prepetition Secured Parties, their respective participants and affiliates, and their former or current officers, partners, directors, managers, members, principals, employees, agents, related funds, affiliates, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof, in each case solely in their capacities as such (collectively, the "**Released Parties**"), from any and all claims, demands, offsets, defenses, counterclaims, set off rights, objections, challenges, causes of action, liabilities, losses, damages, responsibilities, disputes, remedies, actions, suits, controversies, indebtedness, reimbursement obligations (including, attorneys' fees), costs, expenses, or judgments of every type, whether

known or unknown, asserted or unasserted, suspected or unsuspected, accrued or unaccrued, fixed or contingent, or pending or threatened, of any kind or nature whatsoever, whether arising under common law, statute, or regulation or by contract or in equity (including, without limitation, any so-called "lender liability" or equitable subordination claims or defenses, recharacterization, subordination, avoidance, any claim or cause of action arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law, or any other claim or cause of action arising under the Bankruptcy Code or applicable non-bankruptcy law), in each case, arising under, in connection with, or related to the Debtors or their estates or the extent, amount, validity, enforceability, priority, security, perfection, and avoidability of the DIP Facilities, the DIP Obligations, the DIP Liens, the DIP Documents, the Prepetition Facilities, the Prepetition Obligations, the Prepetition Liens, and the Prepetition Credit Documents, and the obligations owing and the financial obligations made thereunder, the negotiation thereof, and of the deal reflected thereby, in each case that the Debtors at any time had, now have or may have, or that their successors or assigns hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause, or thing whatsoever arising at any time on or prior to the date of this Interim Order, except to the extent such claim, damage, loss, liability, or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Released Party's gross negligence, actual fraud, or willful misconduct. For the avoidance of doubt, the foregoing release shall not constitute a release of any rights or obligations under this Interim Order or under the DIP Documents.

G. **Findings Regarding Postpetition Financing and Use of Cash Collateral**.

(i) **Good Cause**. Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the Debtors to obtain financing under the DIP Facilities. The execution and delivery of the DIP Documents and the implementation of the DIP Facilities are in the best interests of the Debtors and their estates.

(ii) **Request for Postpetition Financing and Use of Cash Collateral**. The Debtors seek authority to (a) enter into the DIP Facilities and incur the DIP Obligations on the terms described herein and in the DIP Documents and (b) use Cash Collateral on the terms described herein, in each case, to administer their Chapter 11 Cases and fund their operations. The DIP Lenders shall have no obligation to make or be deemed to have made loans, advances or other extensions of credit under the DIP Facilities except to the extent required under the respective DIP Documents and shall have no obligation to waive any conditions required thereunder. At the Final Hearing, the Debtors will seek final approval of the DIP Facilities and use of Cash Collateral pursuant to the proposed Final Order, which shall be in form and substance acceptable to the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties in their sole and absolute discretion. Notice of the Final Hearing and the proposed Final Order will be provided in accordance with this Interim Order.

(iii) **Priming of the Prepetition Liens**. The priming of the Prepetition Liens under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Documents and as provided herein and on **Exhibit C** hereto, will enable the Debtors to obtain the DIP Facilities and to continue to operate their business during the pendency of the Chapter 11 Cases, to the benefit of their estates and creditors. The Prepetition Secured Parties are entitled to receive adequate protection as set forth in this Interim Order pursuant to sections 361, 363, and 364 of the

Bankruptcy Code, solely to the extent of any Diminution in Value (as defined below) of their respective interests in the Prepetition Collateral (including Cash Collateral).

(iv) **Immediate Need for Postpetition Financing and Use of Cash Collateral**. The Debtors have an immediate and a critical need for the DIP Facilities and to continue to use the Collateral (including Cash Collateral) to, among other things, (a) avoid the liquidation of these estates, (b) permit the orderly continuation of the operation of their businesses, (c) maintain business relationships with customers, vendors, and suppliers, (d) make payroll, (e) satisfy other working capital and operational needs, (f) pay professional fees, expenses, and obligations benefitting from the Carve Out, (g) facilitate the closing of the DIP Facilities and consummate the UnSub Payoff Event as a condition thereto, and (h) pay costs, fees, and expenses associated with or payable under the DIP Documents and this Interim Order. The access by the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, incurrence of new indebtedness under the DIP Documents, and other financial accommodations provided under the DIP Documents are necessary and vital to the preservation and maintenance of the going concern values of the Debtors and to a successful restructuring of the Debtors. The Debtors' use of Cash Collateral alone would be insufficient to meet the Debtors' cash disbursement needs during the period of effectiveness of this Interim Order. The terms of the proposed DIP Facilities pursuant to the DIP Documents and this Interim Order are fair and reasonable, reflect each Debtors' exercise of prudent business judgment, and are supported by reasonably equivalent value and fair consideration.

(v) **No Credit Available on More Favorable Terms**. The DIP Facilities are the best sources of debtor-in-possession financing available to the Debtors under the circumstances. Given their current financial condition, the Debtors have been and continue to be

unable to obtain financing and other financial accommodations from sources other than the DIP Lenders on terms more favorable than those provided under the DIP Facilities and the DIP Documents. The Debtors are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain sufficient (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Adequate financing on a postpetition basis on better terms is not available without granting the DIP Agents, for the benefit of themselves and the other DIP Secured Parties, (1) perfected priming security interests in and liens (each as provided herein and in the DIP Documents) on the DIP Collateral, with the priorities set forth herein; (2) superpriority administrative expense claims; and (3) the other protections set forth in this Interim Order.

(vi) **Use of Proceeds of the DIP Facilities and Cash Collateral**. The DIP Secured Parties require, and the Debtors have agreed, that the extension of credit and other financial accommodations made under the DIP Documents, the Cash Collateral (including, without limitation, the proceeds of the DIP Facilities), the proceeds of the DIP Facilities, and all other cash or funds of the Debtors shall be used solely in accordance with the Approved Budget (subject to permitted variances) and otherwise in accordance with the terms and conditions of this Interim Order and the DIP Documents, and for no other purpose.

(vii) **Adequate Protection**. The Prepetition Secured Parties are entitled, pursuant to sections 361, 362, 363, 364, and 507 of the Bankruptcy Code, to adequate protection ("**Adequate Protection**"), as and to the extent set forth in this Interim Order, of their interest in

all Prepetition Collateral, including Cash Collateral, in an amount equal to the diminution in the value of the Prepetition Secured Parties' interest in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code (the "**Diminution in Value**"). Based on the Motion, the Hollerbach Declaration, the Bojmel Declaration, and the record presented to the Court at the Interim Hearing, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and constitute reasonably equivalent value and fair consideration for the use of the Prepetition Collateral (including Cash Collateral); *provided*, that nothing in this Interim Order or the DIP Documents shall (a) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral other than in accordance with the Approved Budget and otherwise on the terms set forth in this Interim Order and in the context of the DIP Facilities authorized by this Interim Order or the DIP Credit Agreement, (b) be construed as a consent by any Prepetition Secured Party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior) except to the extent permitted by the DIP Documents, or (c) prejudice, limit, or otherwise impair the rights of any of the Prepetition Secured Parties to seek modification of the grant of Adequate Protection provided hereby so as to provide new, different, or additional adequate protection or assert the interests of any of the Prepetition Secured Parties, without prejudice to the right of the Debtors and any other party in interest's rights to contest such modification.

(viii) **Consent**. The Prepetition Agents on behalf of their respective Prepetition Secured Parties have not objected to the Debtors' use of Prepetition Collateral (including Cash Collateral), and the Debtors' entry into the DIP Documents and the priming liens granted to the

DIP Secured Parties, in each case, in accordance with the Approved Budget and otherwise in accordance with and subject to the terms and conditions in this Interim Order and the DIP Documents.

(ix) **Business Judgment and Good Faith Pursuant to Section 364(e)**. Based on the Motion, the Hollerbach Declaration, the Bojmel Declaration, and the record presented to the Court at the Interim Hearing, (a) the extension of credit and other financial accommodations made under, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facilities and the DIP Documents (including consummation of the UnSub Payoff Event), (b) the interest, fees, and other amounts paid and to be paid thereunder, (c) the terms of adequate protection granted to the Prepetition Secured Parties, (d) the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral), and (e) the Cash Collateral arrangements described therein and herein, in each case, pursuant to this Interim Order and the DIP Documents, (I) are fair, reasonable, and the best available to the Debtors under the circumstances; (II) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties; (III) are supported by reasonably equivalent value and fair consideration; and (IV) represent the best financing available. The DIP Facilities and the use of Prepetition Collateral (including Cash Collateral) were negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, and their respective advisors. The Debtors' continued use of Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the incurrence and payment of any adequate protection obligations and the granting of adequate protection liens), in accordance with the terms hereof, and the credit to have been extended by the DIP Secured Parties under the DIP Facilities shall be deemed to have been

so allowed, advanced, made, used and extended in good faith, and for valid business purposes and uses, within the meaning of section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. Moreover, the ABL Debt Roll-Up and the ABL Paydown are necessary to the DIP Secured Parties' entry into the DIP Facilities and are consistent with the Debtors' exercise of their fiduciary duties. The DIP Secured Parties and the Prepetition Secured Parties (and their successors and assigns) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

(x) **Initial DIP Budget**. The Debtors have prepared and delivered to the DIP Lenders and DIP Agents an initial 13-week budget (the "**Initial DIP Budget**"), a copy of which is attached hereto as **Exhibit D**. The Initial DIP Budget may be modified, amended, and updated from time to time in accordance with each DIP Credit Agreement and once approved in accordance therewith shall supplement and replace the Initial DIP Budget (the Initial DIP Budget and each subsequent budget upon approval in accordance with the DIP Credit Agreements, shall constitute without duplication, an "**Approved Budget**"). The Debtors believe that the Initial DIP Budget is reasonable under the facts and circumstances known to them, taken as a whole, as of the Petition Date. The proceeds of the DIP Facilities and the Cash Collateral shall be used solely in accordance with the DIP Budget (subject to permitted variances). The DIP Secured Parties and the Prepetition Secured Parties are relying, in part, upon the Debtors' agreement to comply with limits on cash expenditures in the Approved Budget (subject to permitted variances), the other DIP Documents, and this Interim Order in determining to enter into the DIP Facilities provided for in this Interim Order.

(xi) **Relief Essential; Necessity of Immediate Entry**. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and the Local Rules and good cause has been shown for the immediate entry of this Interim Order. For the reasons set forth in the Motion, the Hollerbach Declaration, the Bojmel Declaration, and the record presented to the Court at the Interim Hearing, absent granting the relief set forth in this Interim Order, the Debtors' estates would face significant business disruption resulting in immediate and irreparable harm. Consummation of the DIP Facilities and the use of Prepetition Collateral (including Cash Collateral) in accordance with this Interim Order and the DIP Documents are therefore in the best interests of the Debtors, their estates, and their creditors.

(xii) **Interim Hearing**. Notice of the Interim Hearing and the relief requested in the Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier, or hand delivery to certain parties in interest, including the Notice Parties (as defined below). The Debtors have made reasonable efforts to afford the best notice possible under the circumstances, and no other notice is required in connection with the relief set forth in this Interim Order. Based upon the foregoing findings and conclusions, the Motion, and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. **DIP Facilities Approved on an Interim Basis**. The relief requested in the Motion is authorized and approved, in each case, subject to the terms and conditions set forth in the DIP Documents and this Interim Order. Any and all objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, settled, or resolved and all

reservations of rights included therein, are hereby denied and overruled on the merits. This Interim Order shall become effective immediately upon its entry.

2. **Authorization of the DIP Facilities and the DIP Documents**.

(a) The Debtors are hereby authorized without the need for any further corporate action to execute, enter into, and perform all obligations under the DIP Documents, to borrow (as applicable), incur, guarantee, perform and pay the DIP Obligations, to grant security for the payment and performance of the DIP Obligations, and to take any other and further acts related to the performance of the DIP Documents. The DIP Documents and this Interim Order shall govern the financial and credit accommodations to be provided to the Debtors by the DIP Lenders in connection with the DIP Facilities. The DIP Borrowers are hereby authorized to borrow money and incur other liabilities and obligations pursuant to the DIP Documents, and the DIP Loan Parties are hereby authorized to guarantee the Debtors' obligations with respect to such borrowings and other liabilities and obligations, in each case together with applicable interest, expenses, fees, including any prepetition and postpetition fees and expenses, and other charges payable in connection with the DIP Facilities, which shall be used for all purposes permitted under the DIP Documents and this Interim Order, including to (i) provide working capital and pay for other general corporate purposes of the Debtors, (ii) pay administration costs of the Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court, (iii) consummate the UnSub Payoff Event, (iv) consummate the ABL Debt Roll-Up and the ABL Paydown, and (v) pay interest and make adequate protection and other payments in accordance with the Approved Budget (subject to permitted variances), this Interim Order, and the DIP Documents.

(b) In furtherance of the foregoing and without further approval of this Court, each Debtor is hereby authorized to perform all acts to make, execute, and deliver all instruments

and documents (including, without limitation, the execution or recordation of security agreements, control agreements, mortgages, deeds of trust, and financing statements), and to pay all fees and expenses required or necessary for the Debtors to implement the terms of, perform their obligations under, or effectuate the purposes of and transactions contemplated by this Interim Order or the DIP Documents, including, without limitation:

(i) the execution and delivery of, and performance under, one or more non-material authorizations, amendments, waivers, consents, or other modifications to and under the DIP Documents, in each case, in such form as the Debtors and the DIP Agents, acting at the express written direction of the applicable DIP Lenders, may agree; *provided*, that updates and supplements to the Approved Budget required to be delivered by the Debtors under the DIP Documents shall not be considered amendments or modifications to the Approved Budget or the DIP Documents. The foregoing shall be without prejudice to the Debtors' right to seek approval from the Court of any material modification or amendment on an expedited basis;

(ii) upon entry of this Interim Order, the payment to the DIP Agents and the DIP Lenders, as the case may be, of all prepetition and postpetition fees, including any DIP Fees (which fees, in each case, shall be, and shall be deemed to have been, approved upon entry of this Interim Order, and which fees shall not be subject to any challenge, contest, disgorgement, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code, applicable law, or otherwise), and any amounts due (or that may become due) in respect of the reimbursement and indemnification obligations, in each case referred to in the DIP Documents (and in any separate letter agreements between any or all Debtors, on the one hand, and any of the DIP Agents or DIP Lenders (including, without limitation, the Fronting Lender), on the other, in connection with the DIP Facility) and the costs and expenses as may be due from time to time, including, without limitation, fees and expenses of Skadden, Arps, Slate, Meagher & Flom LLP ("**Skadden**") and Norton Rose Fulbright and Norton Rose Fulbright Canada LLP ("**Norton Rose**") as counsel and FTI Consulting ("**FTI**") as financial advisor to the ABL DIP Secured Parties and Ropes & Gray LLP ("**Ropes & Gray**"), local counsel to the DIP Lenders, Moelis & Company LLC ("**Moelis**"), Ankura Consulting Group, LLC ("**Ankura**") as advisors to the Term DIP Secured Parties, in each case, as provided for in the DIP Documents (the "**DIP Fees and Expenses**"), and Proskauer Rose LLP ("**Proskauer**") in an amount up to $100,000, in each case without the need to file retention motions or fee applications or to provide notice to any party but subject to the procedures set forth in paragraph 36; and

(iii) the performance of all other acts required under or in connection with the DIP Documents, including the granting of the DIP Liens and DIP Superpriority Claims (as defined below) and perfection of the DIP Liens and DIP Superpriority Claims as permitted herein and therein.

(c) Subject to the terms and conditions of this Interim Order, the DIP Agents are hereby authorized to execute, enter into, and perform all rights and duties of the DIP Agents under the DIP Documents.

(d) Upon execution and delivery of the DIP Documents, each of the DIP Documents shall constitute valid, binding, and non-avoidable obligations of the Debtors, fully enforceable against the Debtors in accordance with the terms of the DIP Documents and this Interim Order. No obligation, payment, transfer, or grant of security under the DIP Documents or this Interim Order to the DIP Agents, the DIP Lenders, or any of their respective representatives shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, 547, and 548 through 550 of the Bankruptcy Code, any applicable Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act, or other similar state statute or common law), or subject to any defense, reduction, recoupment, recharacterization, subordination, disallowance, impairment, cross-claim, claim, or counterclaim.

(e) No DIP Lender or DIP Agent shall have any obligation or responsibility to monitor the Debtors' use of the DIP Loans, and each DIP Lender and DIP Agents may rely upon the Debtors' representations as to whether the amount of DIP Loans requested at any time and the use thereof are in accordance with the requirements of this Interim Order, the DIP Documents and Bankruptcy Rule 4001(c)(2).

3. **Authorization of the DIP Fees**. The Debtors are authorized to use the proceeds of the DIP Facilities to pay in cash in full the DIP Fees.

4. **Authorization of the UnSub Payoff Event**. The Debtors are authorized and directed to use the proceeds of the DIP Facilities to indefeasibly pay in cash in full all of the

outstanding Prepetition Reimbursement Note Obligations to the Prepetition Reimbursement Noteholder and take all steps necessary to cause the termination or cancellation of the Prepetition Reimbursement Note Obligations. Notwithstanding anything herein to the contrary, payment of the Prepetition Reimbursement Note Obligations shall not be subject to any challenge, contest, disgorgement, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code, applicable law, or otherwise. Solely upon the irrevocable consummation of the UnSub Payoff Event, the UnSubs will be automatically deemed to be restricted subsidiaries and guarantors under the DIP Facilities in accordance with the DIP Documents, and all assets and proceeds thereof will be subject to the DIP Liens and Adequate Protection Liens in accordance with the priorities set forth herein. Notwithstanding any interval of time, consummation of the DIP Facilities will be deemed to be substantially contemporaneous with the occurrence of the UnSub Payoff Event and the incurrence of the guarantees by and pledge of assets towards the DIP Obligations by the UnSubs in accordance with the DIP Documents and with the priorities herein.

5. **Approval of ABL Debt Roll-Up**. Upon entry of the Interim Order and execution of the ABL DIP Credit Agreement, and subject to paragraph 38, the Prepetition ABL Obligations will be automatically deemed to be substituted and exchanged for ABL DIP Obligations on a cashless dollar for dollar basis, and immediately thereafter, proceeds of the Term Loan DIP Facility will be applied to the ABL Paydown.

6. **Carve Out**.

(a) As used in the Interim Orders, the "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee

under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses other than any success, restructuring, or transaction fee incurred by the Debtors' investment banker and less any amounts of prepetition retainers of such professional person not previously applied to fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and the Creditors' Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Committee Professionals**" and, together with the Debtor Professionals, the "**Professional Persons**") at any time before or on the first business day following the date of delivery by the ABL DIP Agent or the Term DIP Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $3,500,000 incurred after the first business day following delivery by the ABL DIP Agent or the Term DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise. For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by email (or other electronic means) by the ABL DIP Agent or the Term DIP Agent to the DIP Borrowers, their lead restructuring counsel, the U.S. Trustee, respective counsel to the Ad Hoc Group of Term Loan Lenders (as defined in the First Day Declaration), counsel to each of the Term DIP Agent and ABL DIP Agent, and counsel to the Creditors' Committee (if any), which notice may be delivered

following the occurrence and during the continuation of an Event of Default (as defined in the Term DIP Credit Agreement or ABL DIP Credit Agreement), stating that the Post-Carve Out Amount (as defined below) is in effect.

(b) Fee Estimates.

(i) Not later than 6:00 p.m. Prevailing Central Time on the third business day of each week starting with the first full calendar week following the Closing Date (as defined in the ABL DIP Credit Agreement), each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "**Estimated Fees and Expenses**") incurred during the preceding week by such Professional Person (through Saturday of such week, the "**Calculation Date**"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "**Weekly Statement**"); *provided* that within one business day of the occurrence of the Termination Declaration Date (as defined herein), each Professional Person shall deliver one additional statement (the "**Final Statement**") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (as defined below).

(ii) If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due then, with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person; *provided* that such Professional Person shall be entitled to be paid any unpaid amount of Allowed Professional Fees in excess of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person from a reserve to be funded by the Debtors from all cash on hand as of such date and any available cash thereafter held by any Debtor pursuant to paragraph 6(d) below. Any deemed draw and borrowing pursuant to paragraph 6(c for amounts under paragraph 6(c) below shall, when combined with the cash on hand at the time of such deemed draw and borrowing, be limited to the greater of (x) the sum of (I) the aggregate unpaid amount of Estimated Fees and Expenses included in such Weekly Statements timely received by the Debtors prior to the Termination Declaration Date *plus*, without duplication, (II) the aggregate unpaid amount of Estimated Fees and Expenses included in the Final Statements timely received by the Debtors pertaining to the period through and including the Termination Declaration Date, and (y) the aggregate unpaid amount of fees and expenses of Professional Persons included in the Approved Budget for the period prior to the Termination Declaration Date (such amount, the "**Pre-Trigger Professional Fee Carve Out Cap**").

(iii) For the avoidance of doubt, the ABL DIP Agent shall maintain at all times a reserve (the "**ABL Carve Out Reserve**") in an amount (the "**ABL Carve Out Reserve Amount**") equal to (i) the greater of (x) the aggregate unpaid amount of Estimated Fees and Expenses included in all Weekly Statements timely received by the Debtors, and (y) the aggregate amount of fees and expenses of Professional Persons contemplated to be unpaid in the Approved Budget at the applicable time, *plus* (ii) the Post-Carve Out Amount, *plus* (iii) the amounts contemplated under paragraph 6(a)(i) and 6(a)(ii) above, *plus* (iv) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Budget for the then current week occurring after the most recent Calculation Date and the week succeeding such current week (such amount set forth in (iv), regardless of whether such reserve is maintained, the "**Budgeted Cushion Amount**"); *provided*, that the ABL Carve Out Reserve will at all times exclude any transaction, success, financing or restructuring fee payable to any investment banker or any other Professional Person. Not later than 6:00 p.m. Prevailing Central Time on the fourth business day of each week starting with the first full calendar week following the entry of the Interim Order, the Debtors shall deliver to the ABL DIP Agent a report setting forth the ABL Carve Out Reserve Amount as of such time, and, in setting the ABL Carve Out Reserve, the ABL DIP Agent shall be entitled to rely upon such reports in accordance with the ABL DIP Credit Agreement. Prior to the delivery of the first report setting forth the ABL Carve Out Reserve Amount, the ABL DIP Agent shall calculate the ABL Carve Out Reserve Amount by reference to the Approved Budget for subsection (i) of the ABL Carve Out Reserve Amount. For the avoidance of doubt, the ABL Carve Out Reserve will be maintained as a reserve against the Borrowing Base and the ABL DIP Agent and ABL DIP Lenders will have no obligation to fund in cash the ABL Carve Out Reserve unless required after delivery of the Carve Out Trigger Notice. In no event shall amounts funded from the ABL DIP Facility or the ABL DIP Priority Collateral exceed, in the aggregate, the maximum permitted amount of the ABL Carve-Out Reserve established immediately prior to the delivery of a Carve Out Trigger Notice.

(c) Funding of Pre-Carve Out Amounts: On the day on which a Carve Out Trigger Notice is delivered pursuant to the terms hereof (the "**Termination Declaration Date**"), the Carve Out Trigger Notice shall (i) constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund an account in an amount equal to the sum of (1) the amounts set forth in paragraphs 6(a)(i) and 6(a)(ii) above, and (2) an amount equal to the Pre-Trigger Professional Fee Carve Out Cap (the sum of (1) and (2) being the "**Pre-Carve Out Amounts**"), and (ii) to the extent not satisfied via cash on hand, be deemed a draw request and notice of borrowing by the Debtors for undrawn and unfunded

DIP Loans committed under the DIP Facilities (on a pro rata basis based on the then-outstanding DIP Commitments), in an amount equal to the Pre-Carve Out Amounts.

(d) Use of Pre-Carve Out Amounts: The Debtors shall deposit and hold the Pre-Carve Out Amounts in a segregated account in trust to pay such then unpaid Allowed Professional Fees (the "**Pre-Carve Out Trigger Notice Account**") prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Account shall be used first to pay the Pre-Carve Out Amounts, but not, for the avoidance of doubt, the Post-Carve Out Amount, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Account has not been reduced to zero, (x) the funds funded by the ABL DIP Lenders or from ABL DIP Priority Collateral and remaining in the account shall be distributed first to the ABL DIP Agent on account of the ABL DIP Obligations until indefeasibly paid in full, in cash and all commitments under the ABL DIP Credit Agreement have been terminated, and (y) the funds funded by the Term DIP Lenders or from Term DIP Priority Collateral and remaining in the account shall be distributed to the Term DIP Agent which shall apply such funds to the Term DIP Obligations in accordance with the DIP Term Loan Credit Agreement until indefeasibly paid in full, in cash, and all DIP Commitments have been terminated, and thereafter, any such excess funds shall be paid to the Prepetition Secured Parties in accordance with the priorities set forth in the Prepetition Credit Agreements, subject to the Prepetition Intercreditor Agreement or the DIP Intercreditor Agreement, as applicable.

(e) Funding of Post-Carve Out Amounts: On the Termination Declaration Date, the Carve Out Trigger Notice shall also (i) constitute a demand to the Debtors to utilize all cash on hand (including Cash Collateral) as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an

amount equal to the Post-Carve Out Amount, and (ii) to the extent not satisfied via cash on hand, be deemed a request by the Debtors for undrawn and available ABL DIP Loans and unfunded Term DIP Loans committed under the DIP Facilities (on a pro rata basis based on the then-outstanding DIP Commitments), in an amount equal to the Post-Carve Out Amount (any such amounts actually advanced shall constitute ABL DIP Loans or Term DIP Loans, as applicable).

(f) Use of Post-Carve Out Amounts: The Debtors shall deposit and hold the Post-Carve Out Amount in a segregated account in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Amount (the "**Post-Carve Out Trigger Notice Account**" and, together with the Pre-Carve Out Trigger Notice Account, the "**Carve Out Accounts**") prior to any and all other claims. All funds in the Post-Carve Out Trigger Notice Account shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "**Post-Carve Out Amounts**"), and then, to the extent the Post-Carve Out Trigger Notice Account has not been reduced to zero, (x) the funds funded by the ABL DIP Lenders and remaining in the account shall be distributed first to the ABL DIP Agent on account of the ABL DIP Obligations until indefeasibly paid in full, in cash and all commitments under the ABL DIP Credit Agreement have been terminated, and (y) the funds funded by the Term DIP Lenders and remaining in the account shall be distributed to the Term DIP Agent which shall apply such funds to the Term DIP Obligations in accordance with the Term DIP Credit Agreement until indefeasibly paid in full, in cash, and all commitments under the Term DIP Credit Agreement have been terminated, and thereafter, such excess funds shall be paid to the Prepetition Secured Parties in accordance with the priorities set forth in the Prepetition Credit Agreements, subject to the Prepetition Intercreditor Agreement or the DIP Intercreditor Agreement, as applicable.

(g) Certain Conditions for Carve Out: On the first business day after the ABL DIP Agent or the DIP Term Loan Agent gives Carve Out Trigger Notice to such DIP Lenders, notwithstanding anything in the DIP Documents to the contrary, including with respect to the existence of a Default or Event of Default (each as defined in the applicable DIP Documents), the failure of the Debtors to satisfy any or all of the conditions precedent for ABL DIP Loans or Term DIP Loans under the DIP Facilities, but, subject in the case of the ABL DIP Facility to the availability requirements set forth in the ABL DIP Credit Agreement, any termination of the DIP Commitments following an Event of Default, as applicable, or the occurrence of the DIP Termination Event (as defined below), each DIP Lender with outstanding and unfunded DIP Commitments (on a pro rata basis based on the then-outstanding DIP Commitments) shall make available to the applicable DIP Agent such DIP Lender's pro rata share with respect to such borrowing set forth in the preceding clauses (c) (ii) and (d)(ii), to the extent cash on hand is insufficient, in accordance with the DIP Facilities; *provided* that in no event shall the DIP Agents or the DIP Lenders be required to (x) extend DIP Loans to fund the Carve Out other than pursuant to this paragraph 6 or in amounts exceeding the DIP Commitments, or (y) extend DIP Loans pursuant to a deemed draw and borrowing pursuant to paragraphs 6(c)(ii) or 6(d)(ii) in an aggregate amount exceeding the ABL Carve Out Reserve Amount or exceeding the Term DIP Commitment.

(h) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, if either of the Carve Out Accounts is not funded in full in the amounts set forth in this Paragraph 6, then, any excess funds in one of the Carve Out Accounts following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Account, up to the applicable amount set forth in this Paragraph 6, prior to

making any payments to the DIP Agents or the Prepetition Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agents and the Prepetition Agents shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Accounts have been fully funded, but shall have a security interest in any residual interest in the Carve Out Accounts, with any excess paid to the applicable DIP Agent for application in accordance with the DIP Documents. Furthermore, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Accounts shall not constitute DIP Loans or increase or reduce the DIP Obligations, (ii) in no way shall the Initial DIP Budget, Approved Budget, Carve Out, Post-Carve Out Amount, Carve Out Accounts or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors, (iv) the Carve Out cannot be used to fund any Challenge or to dispute the validity, priority, or amount of any DIP Liens, DIP Claims, Prepetition Liens, or Prepetition Claims.

(i) For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order, the DIP Facilities, or in any Prepetition Credit Agreements, the Carve Out shall be senior to all DIP Liens, DIP Superpriority Claims, the Adequate Protection Liens, and the Prepetition 507(b) Claims (as defined herein) and any and all other forms of adequate protection, claims or liens securing the Prepetition Obligations and nothing herein shall reduce the priority of the Carve Out.

(j) Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the

Carve Out (it being understood that only unpaid fees and expenses of Professional Persons shall be included in the Carve Out).

(k) None of the DIP Agents, DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(l) Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Interim Order, the DIP Documents, the Bankruptcy Code, and applicable law.

(m) The DIP Intercreditor Agreement shall contain provisions governing contribution among the DIP Secured Parties to ensure that the DIP Secured Parties fund their ratable share of the Carve-Out, whether through funded DIP Commitments or through recovery on their Priority DIP Collateral, and to compensate the DIP Secured Parties under a given DIP Facility in the event that either (a) the DIP Lenders under such DIP Facility fund a portion of the Carve-Out that is greater than their pro rata share of all DIP Commitments or (b) the Priority DIP Collateral under such DIP Facility accounts for greater than such Facility's pro rata share of all DIP Commitments.

7. **Milestones**. The Debtors shall comply with the milestones set forth in Section 6.22 of the ABL DIP Credit Agreement and the Term DIP Credit Agreement (collectively, the "**Milestones**"), in each case as may be modified or extended in accordance with the terms thereof.

8. **No Obligation to Extend Credit**. The DIP Secured Parties have no obligation to make any commitment, loan or advance under the DIP Documents, unless all of the conditions precedent to the making of such extension of credit by the applicable DIP Secured Parties under the applicable DIP Documents and this Interim Order have been satisfied in full or waived by the DIP Secured Parties in accordance with their terms. The DIP Secured Parties have no obligations to make any commitment, loan or advance to any Debtor, other than subject to the terms and in accordance with the terms of the applicable DIP Documents and this Interim Order.

9. **Amendment of the DIP Documents**. The DIP Documents may from time to time be amended, modified, or supplemented by the parties thereto without further order of the Court if the amendment, modification, or supplement is non-material and in accordance with the DIP Documents. In the case of a material amendment, modification, or supplement to the DIP Documents that is adverse to the Debtors' estates, the Debtors shall use commercially reasonable efforts to provide notice (which shall be provided through electronic mail) to counsel to the Creditors' Committee (if any), the U.S. Trustee, the DIP Agents, and the DIP Secured Parties and the Prepetition Secured Parties (collectively, the "**Notice Parties**"), each of whom shall have five days from the date of such notice to object in writing to such amendment, modification, or supplement, it being understood that waivers for the benefit of the Debtors and extensions of the Milestones and similar deadlines will not be considered "material" for purposes hereof, and may become immediately effective. If no objection from a Notice Party to the amendment,

modification, or supplement is timely received during the five-day period (or if all Notice Parties otherwise acknowledge that they have no objection to such amendment, modification, or supplement prior to the expiration of the five-day period), the Debtors may proceed to execute the amendment, modification, or supplement, which shall become effective immediately upon execution. If a Notice Party timely objects to such amendment, modification, or supplement, and such objection is not subsequently consensually resolved, approval of the Court (which may be sought on an expedited basis) will be necessary to effectuate the amendment, modification, or supplement. Any material amendment, modification, or supplement that becomes effective in accordance with this paragraph 9 shall be filed with the Court.

10. **DIP Obligations**. Upon entry of this Interim Order and execution and delivery of the DIP Documents, the DIP Documents shall constitute valid, binding, enforceable, and non-avoidable obligations of each of the Debtors, and shall be fully enforceable against each of the Debtors, their estates, and any successors thereto, including, without limitation, any estate representative or trustee appointed in any of these Chapter 11 Cases, or any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of these Chapter 11 Cases, or in any other proceedings superseding or relating to any of the foregoing and upon the dismissal of any of these Chapter 11 Cases or any such successor cases (collectively, the "**Successor Cases**"), and their creditors and other parties in interest, in each case, in accordance with the terms thereof and this Interim Order. The DIP Obligations will include all loans and any other indebtedness or obligations, contingent or absolute, now existing or hereafter arising, which may from time to time be or become owing by the Debtors to any of the DIP Agents or DIP Lenders, in each case, under, or secured by, the DIP Documents or this Interim Order, including all principal, interest, costs, fees, expenses, indemnities, and other amounts under the DIP Documents (including this

Interim Order). The Debtors (including the UnSubs upon the UnSub Payoff Event) shall be jointly and severally liable for the DIP Obligations in accordance with the DIP Documents. No obligation, payment, transfer, or grant of security under the DIP Documents or this Interim Order to the DIP Secured Parties shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, 548, or 549 of the Bankruptcy Code, any applicable Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or other similar state statute or common law), or subject to any defense, reduction, recoupment, recharacterization, subordination, disallowance, impairment, cross-claim, claim, counterclaim, offset, or any other challenge under the Bankruptcy Code or any applicable law.

11. **DIP Superpriority Claims**. Subject and subordinate to the Carve Out, immediately upon, and effective as of, entry of this Interim Order: (a) the ABL DIP Agent, for itself and for the benefit of the ABL DIP Secured Parties; and (b) the Term DIP Agent, for itself and the benefit of the Term DIP Secured Parties, pursuant to section 364(c)(1) of the Bankruptcy Code, on account of all of the DIP Obligations, are each hereby granted, allowed superpriority administrative expense claims against the Debtors on a joint and several basis (without the need to file any proof of claim) with priority set forth in **Exhibit C** and otherwise over any and all claims against each of the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien,

levy, or attachment, or otherwise, which allowed claims (the "**DIP Superpriority Claims**") shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all DIP Collateral in accordance with the DIP Documents and this Interim Order, subject only to the liens on such property and the Carve Out as set forth in this Interim Order and the DIP Documents. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

12. **DIP Liens**.

(a) ABL DIP Liens Generally: As security for the ABL DIP Obligations, immediately upon, and effective as of, entry of this Interim Order (and, in the case for the UnSubs, solely after the consummation of the UnSub Payoff Event), the ABL DIP Agent, for the benefit of themselves and each of the other ABL DIP Secured Parties, are each hereby granted continuing, valid, binding, enforceable, nonavoidable, and automatically and properly perfected security interests in and liens (the "**ABL DIP Liens**") on all DIP Collateral other than the Exclusive Term DIP Collateral (as defined below), subject to the priorities in this Interim Order and upon its execution the DIP Intercreditor Agreement, as collateral security for the prompt and complete performance and payment when due (whether at the stated maturity, by acceleration or otherwise) of all ABL DIP Obligations.

(b) Term DIP Liens Generally: As security for the Term DIP Obligations, immediately upon, and effective as of, entry of this Interim Order (and, in the case for the UnSubs, solely after the consummation of the UnSub Payoff Event), the Term DIP Agent, for the benefit of themselves and each of the other Term DIP Secured Parties, are each hereby granted

continuing, valid, binding, enforceable, nonavoidable, and automatically and properly perfected security interests in and liens on (the "**Term DIP Liens**," together with the ABL DIP Liens, the "**DIP Liens**") all DIP Collateral other than Exclusive ABL DIP Collateral, subject to the priorities and terms of this Interim Order and upon execution thereof, the DIP Intercreditor Agreement, as collateral security for the prompt and complete performance and payment when due (whether at the stated maturity, by acceleration or otherwise) of all Term DIP Obligations.

(c) Liens on Unencumbered Property: As security for the DIP Obligations, immediately upon, and effective as of, entry of this Interim Order (and, in the case for the UnSubs, solely after the consummation of the UnSub Payoff Event), the DIP Agents, for the benefit of themselves and each of the other DIP Secured Parties, pursuant to section 364(c)(2) of the Bankruptcy Code, shall be granted DIP Liens in all DIP Collateral other than Exclusive ABL DIP Collateral and Exclusive Term DIP Collateral that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (the "**Unencumbered Property**").

(d) ABL DIP Priming Liens: Pursuant to section 364(d)(1) of the Bankruptcy Code, as security for the ABL DIP Obligations, immediately upon, and effective as of, entry of this Interim Order (and, in the case for the UnSubs, solely after the consummation of the UnSub Payoff Event), the ABL DIP Agent, for the benefit of themselves and each of the other ABL DIP Secured Parties, are each hereby granted continuing, valid, binding, enforceable, nonavoidable, and automatically and properly perfected first (subject only to the Carve Out, the Prior Liens, and the priorities set forth on **Exhibit C**) priority senior priming security interest in and lien upon (the "**ABL DIP Priming Liens**") all Prepetition ABL Collateral of the Prepetition ABL Secured

Parties, which ABL DIP Priming Liens shall prime in all respects the interests of the Prepetition ABL Secured Parties arising from the current and future liens (including adequate protection liens) of the Prepetition ABL Secured Parties on the Prepetition ABL Collateral (the "**ABL Primed Liens**").

(e) Term DIP Priming Liens: Pursuant to section 364(d)(1) of the Bankruptcy Code, as security for the Term DIP Obligations, immediately upon, and effective as of, entry of this Interim Order (and, in the case for the UnSubs, solely after the consummation of the UnSub Payoff Event), the Term DIP Agent, for the benefit of themselves and each of the other Term DIP Secured Parties, are each hereby granted continuing, valid, binding, enforceable, nonavoidable, and automatically and properly perfected first (subject only to the Carve Out, the Prior Liens, and the priorities set forth on **Exhibit C**) priority senior priming security interest in and lien upon (the "**Term DIP Priming Liens**") all Prepetition Term Collateral of the Prepetition Term Secured Parties, which Term DIP Priming Liens shall prime in all respects the interests of the Prepetition Term Secured Parties arising from the current and future liens (including adequate protection liens) of the Prepetition Term Secured Parties on the Prepetition Term Collateral (the "**Term Primed Liens**," and together with the ABL Primed Liens, the "**Primed Liens**").

(f) ABL DIP Junior Liens: Pursuant to section 364(c)(3) of the Bankruptcy Code, as security for the ABL DIP Obligations, immediately upon, and effective as of, entry of this Interim Order (and, in the case for the UnSubs, solely after the consummation of the UnSub Payoff Event), the ABL DIP Agent, for the benefit of themselves and each of the other ABL DIP Secured Parties, are each hereby granted continuing, valid, binding, enforceable, nonavoidable, and automatically and properly perfected secured interests in and liens upon all DIP Collateral (including the UnSubs upon the UnSub Payoff Event) other than Exclusive Term DIP Collateral

that is subject to the priorities set forth on **Exhibit C** including (i) the Carve Out and (ii) both (x) valid, perfected and non-avoidable senior liens in existence immediately before the Petition Date (other than the Primed Liens) and (y) any valid and non-avoidable senior liens (other than the Primed Liens) in existence immediately before the Petition Date that are perfected subsequent to such commencement as permitted by section 546(b) of the Bankruptcy Code ((x) and (y) together, and excluding the Primed Liens, the "**Prior Liens**", *provided* that nothing in this Interim Order or the Final Order shall limit the rights of the DIP Secured Parties to seek to prime a Prior Lien in connection with the Final Order or be construed as a stipulation, finding or acknowledgment of the existence, validity, enforceability or priority of any actual or purported Prior Lien, and all rights of the Debtors, the DIP Secured Parties and the Prepetition Secured Parties with respect to such matters are fully reserved); *provided*, that nothing in the foregoing clauses (i) and (ii) shall limit the rights of the ABL DIP Secured Parties under the ABL DIP Documents to the extent such liens are not permitted hereunder.

(g) Term DIP Junior Liens: Pursuant to section 364(c)(3) of the Bankruptcy Code, as security for the Term DIP Obligations, immediately upon, and effective as of, entry of this Interim Order (and, in the case for the UnSubs, solely after the consummation of the UnSub Payoff Event), the Term DIP Agent, for the benefit of themselves and each of the other Term DIP Secured Parties, are each hereby granted continuing, valid, binding, enforceable, nonavoidable, and automatically and properly perfected secured interests in and liens upon all DIP Collateral (including the UnSubs upon the UnSubs Payoff event), other than Exclusive ABL DIP Collateral (as defined below) that is subject to the priorities set forth on **Exhibit C** including (i) the Carve Out and (ii) the Prior Liens; *provided*, that nothing in the foregoing clauses (i) and (ii) shall limit

the rights of the Term DIP Secured Parties under the Term DIP Documents to the extent such liens are not permitted hereunder.

(h) The term "**DIP Collateral**" means the Debtors' interest in all assets and properties (whether tangible, intangible, real, personal or mixed), whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Debtors (including under any trade names, styles, or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Debtors, and regardless of where located, including, without limitation, all of the Debtors' rights, title and interest in: (i) all Prepetition Collateral; (ii) all cash and cash equivalents; (iii) all funds in any deposit account, securities account or other account of the Debtors and all money, cash, cash equivalents, instruments and other property deposited therein or credited thereto from time to time; (iv) all accounts and other receivables; (v) all contract rights; (vi) all instruments, documents and chattel paper; (vii) all securities (whether or not marketable); (viii) all goods, as-extracted collateral, furniture, machinery, equipment, inventory, and fixtures; (ix) all real property interests; (x) all interests in leaseholds, (xi) all franchise rights; (xii) all patents, tradenames, trademarks (other than intent-to-use trademarks), copyrights, licenses, and all other intellectual property; (xiii) all general intangibles, tax or other refunds, or insurance proceeds; (xiv) all equity interests, capital stock, limited liability company interests, partnership interests and financial assets; (xv) all investment property; (xvi) all supporting obligations; (xvii) all letters of credit issued to the Debtors and letter of credit rights; (xviii) all commercial tort claims; (xix) all other claims and causes of action and the proceeds thereof, other than claims and causes of action under section 502(d), 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "**Avoidance Actions**") but, subject to the entry of the Final Order, including any

proceeds or property recovered, unencumbered or otherwise from Avoidance Actions, whether by judgment, settlement or otherwise ("**Avoidance Proceeds**"), provided that Avoidance Proceeds may only be applied in satisfaction of the DIP Facilities only after the applicable DIP Agent has exhausted all other sources of recovery for repayment of such claims; (xx) all books and records (including, without limitation, customers lists, credit files, computer programs, printouts and other computer materials and records); (xxi) to the extent not covered by the foregoing, all other assets or properties of the Debtors, whether tangible, intangible, real, personal or mixed; and (xxii) all proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, including any and all proceeds of any insurance, indemnity, warranty or guaranty payable to such Debtor from time to time with respect to any of the foregoing; *provided*, that the DIP Collateral shall not include Excluded Property (as defined in the DIP Documents) but shall include the proceeds of Excluded Property unless such proceeds or products of such Excluded Property would constitute property or assets of the type otherwise described in the applicable definition of "Excluded Property", and *provided, further*, that, without a further order of the Court, DIP Collateral shall not include any leasehold interest of the Debtors if the granting of a lien on such leasehold interest would result in a default under an agreement in existence on the date of this order between the Debtor's counterparty with respect to such leasehold interest and any non-affiliated third party, including parties providing financing to such counterparty. Notwithstanding anything to the contrary herein, the DIP Collateral (A) in respect of the ABL DIP Obligations will not include "Exclusive Term Collateral" as defined in the Prepetition Intercreditor Agreement, any such "Exclusive Term Collateral" held by the UnSubs upon the UnSub Payoff Event,[5] the DIP Proceeds Account

[5] For the avoidance of doubt, upon consummation of the UnSub Payoff Event, the "Corning Property" (as defined in the Prepetition Intercreditor Agreement) will constitute Exclusive Term DIP Collateral.

(as defined in the Term DIP Credit Agreement), or any proceeds of the foregoing (together constituting the "**Exclusive Term DIP Collateral**") which collateral will continue securing the Term DIP Obligations and (B) in respect of the Term DIP Obligations will not include "Exclusive Foreign ABL Collateral" as defined in the Prepetition Intercreditor Agreement, any "Exclusive Foreign ABL Collateral" held by the UnSubs upon the UnSub Payoff Event, or any proceeds of the foregoing (together the "**Exclusive ABL DIP Collateral**"), which collateral will continue securing the ABL DIP Obligations. For purposes of this Interim Order, (x) "**ABL DIP Priority Collateral**" means all DIP Collateral (other than Exclusive Term DIP Collateral) that is of the same type and nature as "ABL Priority Collateral" as such term is defined in the Prepetition Intercreditor Agreement, any such "ABL Priority Collateral" held by the UnSubs upon the UnSub Payoff Event, and all products and proceeds thereof, and (y) "**Term DIP Priority Collateral**" means all DIP Collateral (other than Exclusive ABL DIP Collateral) that is of the same type and nature as "Term Priority Collateral" as such term is defined in the Prepetition Intercreditor Agreement, any such "Term Priority Collateral" held by the UnSubs upon the UnSub Payoff Event, and all products and proceeds thereof.

13. **Priority of DIP Liens**.

(a) Priority of ABL DIP Liens: Pursuant to section 364(c) and 364(d) of the Bankruptcy Code, the ABL DIP Liens securing the ABL DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority and superior to any security, mortgage, collateral interest, lien or claim to any of the DIP Collateral other than the Exclusive Term DIP Collateral, except that the ABL DIP Liens shall be subject to the Carve Out as set forth in this Interim Order and **Exhibit C**, and otherwise:

(i) junior only to (A) any Prior Liens, (B) the Term DIP Liens, Term DIP Adequate Protection Liens (as defined below), and Prepetition Term Liens solely as

to any Term DIP Priority Collateral (including, upon the consummation of the UnSub Payoff Event, any Term DIP Priority Collateral at the UnSubs);

(ii) senior to (A) the Term DIP Liens, Term DIP Adequate Protection Liens (as defined below), and Prepetition Term Liens as to any ABL DIP Priority Collateral (including, upon the consummation of the UnSub Payoff Event, any ABL DIP Priority Collateral at the UnSubs), (B) the ABL DIP Adequate Protection Liens (as defined below), and (C) the Prepetition ABL Liens; and

(iii) pari-passu with the Term DIP Liens on any DIP Collateral constituting Unencumbered Property that is neither ABL DIP Priority Collateral nor Term DIP Priority Collateral (excluding DIP Collateral constituting assets or proceeds of the UnSubs).

(b) Priority of Term DIP Liens: Pursuant to section 364(c) and 364(d) of the Bankruptcy Code, the Term DIP Liens securing the Term DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority and superior to any security, mortgage, collateral interest, lien or claim to any of the DIP Collateral other than the Exclusive ABL DIP Collateral, except that the Term DIP Liens shall be subject to the Carve Out as set forth in this Interim Order and **Exhibit C**, and shall otherwise be:

(i) junior only to, as to (A) any Prior Liens, (B) the ABL DIP Liens, ABL DIP Adequate Protection Liens, and Prepetition ABL Liens solely as to any ABL DIP Priority Collateral (including, upon the consummation of the UnSub Payoff Event, the ABL DIP Priority Collateral at the UnSubs);

(ii) senior to (A) the ABL DIP Liens, ABL DIP Adequate Protection Liens, and Prepetition ABL Liens as to any Term DIP Priority Collateral (including upon the consummation of the UnSub Payoff Event, any Term DIP Priority Collateral at the UnSubs); (B) the Term DIP Adequate Protection Liens, and (C) and the Prepetition Term Liens; and

(iii) pari-passu with the ABL DIP Liens on any DIP Collateral constituting Unencumbered Property that is neither ABL DIP Priority Collateral nor Term DIP Priority Collateral (excluding DIP Collateral constituting assets or proceeds of the UnSubs).

(c) Except as expressly set forth in this Interim Order, the DIP Liens: (i) shall not be made subject to, junior to, or *pari passu* with (A) any lien or security interest heretofore or

hereinafter granted in any of the Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against the Debtors, their estates, any trustee or any other estate representative appointed or elected in the Chapter 11 Cases or any Successor Cases and upon the dismissal of any of the Chapter 11 Cases or any Successor Cases, (B) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, and (C) any intercompany or affiliate lien or claim in favor of the Debtor or a subsidiary of the Debtor; and (ii) shall not be subject to sections 506(c), 510, 549, 550, or 551 of the Bankruptcy Code.

(d) DIP Intercreditor Agreement: After entry of this Interim Order, the Debtors, DIP Secured Parties, and Prepetition Secured Parties are authorized to execute and enter into an intercreditor agreement substantially similar to the Prepetition Intercreditor Agreement and consistent with this Interim Order governing the relative rights between the DIP Secured Parties and Prepetition Secured Parties, with such new intercreditor agreement being the "**DIP Intercreditor Agreement.**" Regardless of whether the DIP Secured Parties are parties to the Prepetition Intercreditor Agreement, prior to execution of the DIP Intercreditor Agreement, the DIP Agents, on behalf of themselves and their respective DIP Secured Parties, and the Prepetition Secured Parties shall be bound by the terms of the Prepetition Intercreditor Agreement, including the limitations on all actions set forth therein.

14. **Modification of Automatic Stay**. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, and DIP Superpriority Claims; (b) permit the Debtors to perform such acts as the DIP Secured Parties or the Prepetition Secured Parties, as applicable,

may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Secured Parties and the Prepetition Secured Parties under the DIP Documents, the DIP Facility, and this Interim Order, as applicable; (d) permit the DIP Secured Parties to exercise their rights, including remedies against the Debtors and their Collateral in the event of a default or Event of Default under the DIP Documents; (e) permit the ABL DIP Secured Parties to exercise and continue exercising cash dominion as described in the Cash Management Motion[6] and (f) authorize the Debtors to pay, and the DIP Secured Parties and Prepetition Secured Parties to retain and apply, payments made in accordance with this Interim Order.

15. **Protection of DIP Lenders' Rights**.

(a) So long as the DIP Obligations are outstanding or the DIP Lenders have any DIP Commitments under the DIP Documents, the Prepetition Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Credit Documents or this Interim Order, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral, including in connection with the Prepetition Liens or the Adequate Protection Liens; (ii) be deemed to have consented to any transfer, disposition, or sale of, or release of liens on, such DIP Collateral) (but not any proceeds of such transfer, disposition, or sale to the extent remaining after payment in cash in full of the DIP Obligations and termination of the DIP Commitments), to the extent such transfer, disposition, sale, or release is authorized under the DIP Documents; (iii) not file any

[6] The Cash Management Motion is*: Debtors' Emergency Motion for Motion of Interim and Final Orders (I) Authorizing (A) Debtors to Continue to Maintain Existing Cash Management System, Bank Accounts, and Business Forms, (B) Debtors to Open and Close Bank Accounts, and (C) Financial Institutions to Administer the Bank Accounts and Honor and Process Related Checks and Transfers, (II) Waiving Deposit and Investment Requirements, (III) Allowing Intercompany Transactions and Affording Administrative Expense Priority to Post-Petition Intercompany Claims, and (IV) Authorizing Debtors to Continue Utilizing the C2FO Platform.*

further financing statements, trademark filings, copyright filings, mortgages, notices of lien, or similar instruments, or otherwise take any action to perfect their security interests in such DIP Collateral unless, solely as to this clause (iii), the DIP Agents or the DIP Lenders file financing statements or other documents to perfect the liens granted pursuant to this Interim Order, or as may be required by applicable law to continue the perfection of valid and non-avoidable liens or security interests as of the Petition Date or to reflect the succession of the Prepetition Term Agent, and (iv) at the request of the DIP Agents, deliver or cause to be delivered, at the Debtors' reasonable cost and expense, any termination statements, releases, or assignments in favor of the DIP Agents or the DIP Lenders or other documents reasonably necessary to effectuate or evidence the release, termination, or assignment of liens on any portion of such DIP Collateral subject to any transfer, sale, or disposition permitted by the DIP Documents and this Interim Order.

(b) To the extent any Prepetition Secured Party has possession of any DIP Collateral or has control with respect to any DIP Collateral (including deposit accounts), or has been noted as a secured party on any certificate of title for a titled good constituting DIP Collateral, then such Prepetition Secured Party shall be deemed to maintain such possession or notation or exercise such control as a gratuitous bailee or gratuitous sub-collateral agent solely for perfection for the benefit of the DIP Agents and the DIP Lenders, and it shall comply with the instructions of the DIP Agents with respect to the exercise of such control. The Prepetition Agents are not and shall not be deemed to be a fiduciary of any kind for the DIP Agents or the DIP Lenders, and the DIP Secured Parties hereby waive and release the Prepetition Agents from all claims and liabilities arising pursuant to any Prepetition Agents' role under this paragraph 15(b) as gratuitous bailee and sub-collateral agent with respect to the DIP Collateral.

(c) Any proceeds of DIP Collateral received by any Prepetition Secured Party in connection with the exercise of any right or remedy relating to the DIP Collateral or otherwise received by any Prepetition Secured Party shall be segregated and held in trust for the benefit of and forthwith paid over to the DIP Agents for the benefit of the applicable DIP Secured Parties in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The DIP Agents are hereby authorized to make any such endorsements as agent for any such Prepetition Secured Party. This authorization is coupled with an interest and is irrevocable.

16. **DIP Termination Events; Exercise of Remedies**.

(a) The occurrence of any of the following shall constitute a "DIP Termination Event" under this Interim Order (each a "**DIP Termination Event**," and the date upon which such DIP Termination Event occurs, the "**DIP Termination Date**"), unless waived in writing by the requisite ABL DIP Secured Parties or the requisite Term DIP Secured Parties, as applicable: (a) the occurrence of an "Event of Default" under and as defined in (i) with respect to the ABL DIP Facility, the ABL DIP Credit Agreement or (ii) with respect to the Term Loan DIP Facility, the Term DIP Credit Agreement, (b) the occurrence of the "Maturity Date" (under and as defined in the ABL DIP Credit Agreement or the Term DIP Credit Agreement), (c) the consummation of any sale of all or substantially all the assets of or equity interests in the Debtors, (d) the effective date of a chapter 11 plan of any of the Debtors, (e) any of the Debtors files a motion seeking authorization from the Court for (or the Court enters an order authorizing or approving) any amendment, modification, or extension of this Interim Order, the UnSub Payoff Event, or the DIP Documents without the prior written consent of the requisite DIP Secured Parties (and no such consent shall be implied by any other action, inaction, or acquiescence of any of the DIP

Secured Parties) and such motion is not withdrawn within two business days after delivery of written notice that such action, subject to the passage of time, would constitute a DIP Termination Event; *provided* that such DIP Termination Event shall be applicable only to the DIP Facility or DIP Facilities governed by such DIP Documents, (f) the failure to timely comply with any of the Milestones; (g) the failure of the Debtors to make any payment of principal or interest required under this Interim Order or the DIP Documents to any of the DIP Secured Parties or the Prepetition Secured Parties as and when due and payable hereunder or thereunder; (h) the failure by any of the Debtors to timely perform or comply with any of the other terms, provisions, conditions or other obligations under this Interim Order, which such failure shall not be cured by the Debtors within two business days after written delivery of notice of breach from the requisite DIP Secured Parties.

(b) Upon the occurrence of a DIP Termination Event that has not been waived and after delivery of written notice (including by e-mail) by the ABL DIP Agent acting at the direction of the requisite ABL DIP Lenders or the Term DIP Agent acting at the direction of the requisite Term DIP Lenders (a "**Termination Notice**"), to lead restructuring counsel to each of the Debtors, the other DIP Agent, the Creditors' Committee (if any) and the U.S. Trustee, (the "**Remedies Notice Parties**"), the ABL DIP Agent (acting at the direction of the requisite ABL DIP Lenders) or the Term DIP Agent (acting at the direction of the requisite Term DIP Lenders), as applicable, may (and any stay otherwise applicable to the DIP Secured Parties, whether arising under section 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Interim Order (including this paragraph) is hereby modified for such purpose), without further notice to, hearing of, or order from this Court: (i) immediately terminate or revoke the Debtors' right under this Interim Order and any other DIP Documents to use any Cash

Collateral (subject to the Carve Out and related provisions); (ii) terminate the Term Loan DIP Facility and the ABL DIP Facility (as applicable) and any DIP Document as to any future liability or obligation of the DIP Secured Parties but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; (iii) declare all DIP Obligations under the ABL DIP Facility or the Term Loan DIP Facility (as applicable) to be immediately due and payable; and (iv) invoke the right to charge interest at the default rate under the DIP Documents. Upon delivery of such Termination Notice by the ABL DIP Agent acting at the direction of the requisite ABL DIP Lenders or the Term DIP Agent acting at the direction of the requisite Term DIP Lenders (as applicable), without further notice or order of the Court, the DIP Secured Parties' and the Prepetition Secured Parties' consent to use Cash Collateral and the Debtors' ability to incur additional DIP Obligations under the applicable DIP Facility hereunder will, automatically terminate and the DIP Secured Parties under the applicable DIP Facility will have no obligation to provide any DIP Loans or other financial accommodations; *provided, however*, that during the DIP Agent Remedies Notice Period (defined below) the Debtors shall have the right to use Cash Collateral to pay necessary expenses set forth in the Approved Budget in accordance with the DIP Documents. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of same on the docket. Within five business days of receipt of the Termination Notice (such five day period, the "**DIP Agent Remedies Notice Period**"), the Debtors, the Creditors' Committee (if appointed), or any party in interest shall be entitled to seek an emergency hearing with the Court for the purpose of contesting whether, in fact, an Event of Default has occurred and is continuing or to obtain non-consensual use of Cash Collateral.

(c) During the continuation of a DIP Termination Event and following the delivery of the Termination Notice, but before exercising the remedies set forth in this sentence

below or any other remedies (other than those set forth in paragraph 16(b)), the applicable DIP Secured Parties shall be required to file a motion with the Court seeking emergency relief (the "**Stay Relief Motion**") on not less than five business days' notice to the Remedies Notice Parties (which may run concurrently with the DIP Agent Remedies Notice Period and which notice period Remedies Notice Parties will not object to) for a further order of the Court modifying the automatic stay in the Chapter 11 Cases to permit the applicable DIP Secured Parties to, subject to the Carve Out and related provisions, and subject to the DIP Intercreditor Agreement: (i) freeze or sweep monies or balances in the Debtors' accounts; (ii) immediately set-off any and all amounts in accounts maintained by the Debtors with the applicable DIP Agent or the applicable DIP Secured Parties against the DIP Obligations, (iii) enforce any and all rights against the DIP Collateral, including, without limitation, foreclosure on all or any portion of the DIP Collateral, occupying the Debtors' premises, sale or disposition of the DIP Collateral; and (iv) take any other actions or exercise any other rights or remedies permitted under this Interim Order, the DIP Documents or applicable law; *provided* that the Debtors' rights to contest any such relief are reserved. The rights and remedies of the DIP Secured Parties specified herein are cumulative and not exclusive of any rights or remedies that the DIP Secured Parties have under the DIP Documents or otherwise. If the DIP Secured Parties are permitted by the Court to take any enforcement action with respect to the DIP Collateral following the hearing on the Stay Relief Motion, the Debtors shall cooperate with the DIP Secured Parties in their efforts to enforce their security interest in the DIP Collateral, and shall not take or direct any person or entity to take any action designed or intended to hinder or restrict in any respect such DIP Secured Parties from enforcing their security interests in the DIP Collateral. Until such time that the Stay Relief Motion has been adjudicated by the Court, the Debtors may use the proceeds of

the DIP Facility (to the extent drawn before the occurrence of DIP Termination Event) or Cash Collateral to fund operations in accordance with the Approved Budget and the terms of the DIP Documents. The Debtors shall promptly cause a copy of any Stay Relief Motion to be served on any party that has filed a request for notices with this Court. Following the payment in full of the DIP Obligations (unless the ABL DIP Lenders or the Term DIP Lenders have otherwise agreed in writing as to the applicable obligations owed to them), the Prepetition Agents (acting at the request of the requisite Prepetition Secured Parties) shall be permitted to exercise rights and remedies as set forth in this paragraph 16 on the same terms as applicable to the DIP Agents, to the extent such rights and remedies are available under the Prepetition Loan Documents or applicable law with respect to Prepetition Collateral (subject to the Prepetition Intercreditor Agreement) unless the requisite Prepetition Secured Parties have otherwise agreed in writing as to the applicable obligations owed to them.

(d) No rights, protections, or remedies of the DIP Secured Parties or the Prepetition Secured Parties granted by this Interim Order or the DIP Documents shall be limited, modified, or impaired in any way by (i) any withdrawal of the consent of any party to the Debtors' authority to continue to use Cash Collateral or (ii) any termination of the Debtors' authority to continue to use Cash Collateral.

17. **Protection of Rights of Prepetition Secured Parties and DIP Secured Parties**.

(a) Unless (i) each of the DIP Agents and the applicable requisite amount of DIP Secured Parties or (ii) the Prepetition Agents and the requisite Prepetition Secured Parties, as applicable, provide their prior written consent, or all DIP Obligations and all Prepetition Secured Obligations have been indefeasibly paid in full in cash and the DIP Commitments have terminated, in any of these Chapter 11 Cases or any Successor Cases, the Debtors shall neither

seek entry of, nor support any motion or application seeking entry of, and otherwise shall object to any motion or application seeking entry of, any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order; or (ii) any modification of any of the DIP Secured Parties' or the Prepetition Secured Parties' rights under this Interim Order, the DIP Documents, or the Prepetition Credit Documents, as applicable, with respect to any DIP Obligations or Prepetition Secured Obligations. It shall be an Event of Default under the DIP Documents and this Interim Order, and the Debtors' authority to use of Cash Collateral shall terminate, if, in any of these Chapter 11 Cases or any Successor Cases, any order is entered granting any of the relief enumerated in provisions (i) and (ii) of the previous sentence.

18. **Proceeds of Subsequent Financing**. If the Debtors', their estates, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed in any of the Chapter 11 Cases or any Successor Cases shall obtain credit or incur debt pursuant to sections 364(b), (c), or (d) of the Bankruptcy Code in violation of this Interim Order or the DIP Documents at any time before the repayment in full in cash of all of the DIP Obligations, the satisfaction of the Superpriority DIP Claims and the Adequate Protection Claims, and the termination of the DIP Lenders' commitments to extend credit under the DIP Facilities and this Interim Order with respect to any or all of the Debtor and the Debtors' estates, then, unless otherwise agreed by each of the DIP Agents and the requisite amount of DIP Secured Parties, all cash proceeds derived from such credit or debt shall immediately be turned over to the DIP Agents to be applied to the DIP Obligations pursuant to the DIP Documents and in the priorities set forth herein. For the avoidance of doubt, none of the Prepetition Secured Parties consent to

the priming of the Prepetition Liens or the DIP Liens or the incurrence of any debt or shall be deemed to have consenting to the priming of the Prepetition Liens or the DIP Liens or the incurrence of any debt in connection with the incurrence of credit or debt referenced in this paragraph 18.

19. **Credit Bidding**. The Prepetition Secured Parties and the DIP Secured Parties shall, subject to the rights preserved in paragraph 38, the DIP Documents, the Prepetition Credit Documents, and the priority of liens and claims set forth herein, be authorized to credit bid, consistent with the applicable DIP Documents and Prepetition Credit Documents, up to the full amount of the outstanding Prepetition Secured Obligations and DIP Obligations in any sale or disposition of Prepetition Collateral or DIP Collateral (each, a "**Credit Bid**") pursuant to section 363(k) of the Bankruptcy Code, subject to the provision of cash consideration sufficient to satisfy the Carve Out and any senior liens on the collateral that is subject to the Credit Bid except to the extent otherwise agreed by the holder of such senior lien in their sole and absolute discretion. The Prepetition Secured Parties and DIP Secured Parties shall each be deemed a "Qualified Bidder" with respect to their rights to acquire all or any of the Prepetition Collateral and DIP Collateral by Credit Bid.

20. **Limitation on Charging Expenses Against Collateral**. Subject to and effective only upon entry of the Final Order, and without limiting the scope of the Carve Out, no costs or expenses of administration of these Chapter 11 Cases or any Successor Cases or future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral or the Prepetition Collateral (including Cash Collateral) pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the requisite DIP

Secured Parties and the requisite Prepetition Secured Parties, as applicable, and no consent shall be implied from any other action, inaction, or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties, as applicable, and nothing contained in this Interim Order shall be deemed to be a consent by the DIP Secured Parties or the Prepetition Secured Parties to any charge, lien, assessment, or claims against the DIP Collateral or the Prepetition Collateral under section 506(c) of the Bankruptcy Code or otherwise.

21. **Section 552(b) of the Bankruptcy Code**. The DIP Secured Parties and Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code; in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the Prepetition Agents or the Prepetition Secured Parties with respect to proceeds, products, offspring, or profits of any Prepetition Collateral, provided that the foregoing shall be without prejudice to the terms of the Final Order with respect to the period from and after the entry of the Final Order.

22. **Marshaling**. None of the DIP Secured Parties or the Prepetition Secured Parties shall be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Obligations, the Prepetition Secured Debt, or the Prepetition Collateral, *provided* that Avoidance Proceeds may only be applied in satisfaction of the DIP Obligations or the Prepetition Obligations after the applicable DIP Agent or Prepetition Agent (as applicable) has exhausted all other sources of recovery for repayment of such claims.

23. **Payments Free and Clear**. In light of, among other things, the agreement of the DIP Secured Parties and the Prepetition Secured Parties to make commitments and allow the Debtors to use Cash Collateral on the terms set forth herein, (i) the DIP Agents and the Prepetition Agents shall be entitled to apply the payments or proceeds of the DIP Collateral in

accordance with the provisions of this Interim Order or the Final Order, as applicable, the DIP Documents, and the Prepetition Credit Documents, as applicable, and (ii) any and all payments or proceeds remitted to the DIP Agents, the DIP Lenders, the Prepetition Agents, the Prepetition Reimbursement Noteholder, or the Prepetition Secured Parties pursuant to the provisions of this Interim Order or the DIP Documents or any subsequent order of the Court shall be irrevocable and non-refundable, received free and clear of any claim, charge, assessment, or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy Code (only to the extent granted in the Final Order) (in all cases, in accordance with Local Rule 4001-2(g)(9)), whether asserted or assessed by through or on behalf of the Debtors.

24. **Use of DIP Facility Proceeds**. From and after the Closing Date, the Debtors shall be permitted to use the proceeds of the DIP Facility and Cash Collateral solely in accordance with and subject to this Interim Order, the DIP Documents, and the Approved Budget (subject to the permitted variances as provided in the DIP Documents).

25. **Maintenance of DIP Collateral**. The Debtors shall take all steps necessary to preserve and maintain the value of the DIP Collateral, including but not limited to: (a) insuring the DIP Collateral as required under the DIP Facility or the Prepetition Credit Documents, as applicable; and (b) maintaining the cash management system which has been agreed to by the requisite DIP Secured Parties (subject to any applicable order of the Court) consistent with their fiduciary duties. To the fullest extent provided by applicable law, the DIP Agents (on behalf of the applicable DIP Secured Parties) shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and lender's loss payees on each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral.

26. **Disposition of DIP Collateral**. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral other than in the ordinary course of business without the prior written consent of the requisite DIP Secured Parties (and no such consent shall be implied, from any other action, inaction, or acquiescence by the DIP Secured Parties or from any order of this Court) and after prior consultation with the Prepetition Agents (which consultation shall not constitute approval rights), except as otherwise permitted by the DIP Documents or otherwise ordered by the Court.

27. **Authorization to Use Cash Collateral**. The Debtors are authorized to use Cash Collateral solely in accordance with the Approved Budget and the terms and conditions of the DIP Documents and this Interim Order subject to permitted variances (as provided in the DIP Credit Agreements); *provided* that the Prepetition Secured Parties are granted the Adequate Protection as hereinafter set forth. Nothing in this Interim Order shall authorize the Debtors' use of any Cash Collateral or other proceeds resulting therefrom, except as permitted under this Interim Order and the DIP Documents and in accordance with the Approved Budget (subject to the permitted variances as provided in the DIP Credit Agreements). The Prepetition Liens on the Prepetition Collateral shall continue to attach to the Cash Collateral in the same priority as set forth in the Prepetition Intercreditor Agreement irrespective of the commingling of the Cash Collateral with other cash of the Debtors (if any). Any failure by the Debtors on or after the Petition Date to comply with the segregation requirements of section 363(c)(4) of the Bankruptcy Code in respect of any Cash Collateral shall not be used as a basis to challenge the Prepetition Secured Obligations, or the extent, validity, enforceability, or perfected status of the Prepetition Liens. The Debtors' authorization to use Cash Collateral shall end on the DIP Termination Date in accordance with Paragraph 16 (Remedies).

28. **Ongoing Information Obligation**

(a) Weekly Meetings. The Debtors shall arrange for weekly (unless waived by the requisite DIP Secured Parties in their sole and absolute discretion) status calls with the DIP Secured Parties and their advisors, and shall use commercially reasonable efforts to cause the Debtors' applicable advisors and appropriate members of the Debtors' management team to participate to discuss (A) the Approved Budget and any other reports or information delivered by the Debtors, (B) the financial operations and performance of the Debtors' business, (C) progress in achieving the Milestones and any winddown, liquidation, or going concern sale or marketing process or efforts, (D) the status of the Chapter 11 Cases generally, and (E) such other matters relating to the Debtors as the DIP Secured Parties (or their respective agents or advisors) shall reasonably request ("**Weekly Meetings**"); *provided*, that the obligation to hold Weekly Meetings will be without duplication of any similar obligations in any of the DIP Documents or Prepetition Credit Documents, and the Debtors will only hold one Weekly Meeting each week for all applicable DIP Secured Parties; provided further that the requirements in this Paragraph 28(a) will not be construed to create any obligation or personal liability on any of the aforementioned advisors to provide such information or to participate in such discussions, absent an express contractual requirement to do so, nor can any of the foregoing be construed to override existing confidentiality and other obligations owed by the Debtors to such of its advisors, including with respect to the sharing of any such information with third parties. The DIP Agents, their counsel, and their financial advisors may attend the Weekly Meetings at their discretion.

(b) Financial Reporting. The Debtors shall provide to the DIP Agents, the DIP Lenders, and the Prepetition Agents (and, in each case, their respective consultants, advisors, and professionals) reasonable access to the Debtors' books and records, assets, and properties, for

purposes of monitoring the Debtors' businesses, evaluating compliance with the budget, and monitoring the value of the DIP Collateral during normal business hours. The DIP Lenders (and, in each case, their respective consultants, advisors, and professionals) shall also be permitted, during normal business hours, to conduct, at their discretion and at their respective cost and expense, field audits, collateral examinations, and inventory appraisals in respect of the DIP Collateral.

(c) Weekly Reporting. Following entry of the Interim Order, on each Wednesday subsequent thereto, the Debtors shall deliver to the DIP Lenders (i) a report including weekly and month-to-date sales information with detail by segment and product, with comparison to the prior year's weekly and month-to-date sales information and budget, in a form acceptable to the requisite DIP Secured Parties, (ii) an updated 13-week cash flow forecast, and (iii) a weekly budget.

(d) Monthly Reporting. Following entry of the Interim Order, within 20 days of each subsequent month's end, the Debtors shall deliver to the DIP Lenders (i) monthly financial reports, including an income statement and balance sheet, and (ii) updated ABL DIP Loan borrowing base forecasts; and (iii) any information provided to the U.S. Trustee and counsel to any statutory committee appointed in the Chapter 11 Cases pursuant to the "first day" orders.

(e) Information Requests. Following entry of the Interim Order, the Debtors will deliver to the DIP Lenders by June 21, 2023, an updated monthly three statement projection model (consisting of an income statement, balance sheet and cash flows by business).

(f) Information Obligations Cumulative. Any information obligations set forth in this Paragraph 28 (excluding the Weekly Meeting) are duplicative, and not in lieu of, the

reporting and information obligations of the Debtors set forth in the other DIP Documents. Notwithstanding anything to the contrary herein the Debtors are permitted to provide commercially sensitive information on a "professional eyes only" basis.

(g) Notwithstanding anything herein to the contrary, 11th Lane Holdings, LLC, for as long as it is a Term DIP Lender, shall, (i) be entitled to participate in the Weekly Meetings, provided that, at the Debtors discretion, 11th Lane Holdings, LLC shall be removed from any discussion of the going concern sale or marketing process, and (ii) receive information and reporting provided to the Term DIP Agent and the other Term DIP Lenders pursuant to paragraph 28 hereof.

29. **Adequate Protection of Prepetition Secured Parties**. In consideration for the Debtors' use of the Prepetition Collateral (including Cash Collateral), and to protect the Prepetition Secured Parties against the Diminution in Value of their interests in the Prepetition Collateral, the Prepetition Secured Parties shall receive the following adequate protection (the "**Adequate Protection Obligations**"):

(a) ABL Adequate Protection: Pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, the Prepetition ABL Agent, for the benefit of itself and the Prepetition ABL Lenders, is hereby granted continuing, valid, binding, enforceable and automatically perfected postpetition liens on the applicable DIP Collateral, other than Exclusive DIP Term Collateral in the priorities set forth in **Exhibit C** (the "**ABL DIP Adequate Protection Liens**"), which liens will be junior only to (i) the Carve Out, (ii) the Prior Liens, (iii) the ABL DIP Liens, and (iii) with respect to Term DIP Priority Collateral, (A) the Term DIP Liens, (B) the Term DIP Adequate Protection Liens (as defined below), and (C) the Prepetition Term Liens. The ABL DIP Adequate Protection Liens will be pari-passu with the Term DIP Adequate Protection Liens in

respect of all other Unencumbered Property (which *pari-passu* priority does not apply to ABL DIP Priority Collateral and Term DIP Priority Collateral held by the UnSubs) and will be senior in priority to all other liens on the DIP Collateral (except as described in this and the immediately preceding sentence). Except as provided in this Interim Order, the ABL DIP Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against the Debtors, their estates and any successors thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases. The ABL DIP Adequate Protection Liens shall not be subject to sections 549 or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estates pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the ABL DIP Adequate Protection Liens. In the event that any portion of the ABL Debt Roll-Up is avoided any interest or fees paid in respect of the ABL DIP Facility shall be treated as adequate protection of the Prepetition ABL Facility.

(b) Term Adequate Protection: Pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, the Prepetition Term Agent, for the benefit of itself and the Prepetition Term Lenders, is hereby granted continuing, valid, binding, enforceable and automatically perfected postpetition liens on the applicable DIP Collateral, other than Exclusive ABL DIP Collateral, in the priorities set forth in **Exhibit C** (the "**Term DIP Adequate Protection Liens**," and together with the ABL DIP Adequate Protection Liens, the "**Adequate Protection Liens**"), which liens will be junior only to (i) the Carve Out, (ii) the Prior Liens, (iii) the Term DIP Liens, and (iv) with respect to ABL DIP Priority Collateral, (A) the ABL DIP Liens, (B) the ABL DIP Adequate Protection Liens (until the later to occur of the ABL Debt Roll-Up and the expiration

of the Challenge Period), and (C) the Prepetition ABL Liens (until the later to occur of the ABL Debt Roll-Up and the expiration of the Challenge Period). The Term DIP Adequate Protection Liens shall be pari-passu with the ABL DIP Adequate Protection Liens in respect of all other Unencumbered Property (which *pari-passu* priority does not apply to ABL DIP Priority Collateral and Term DIP Priority Collateral held by the UnSubs) and will be senior in priority to all other liens on the DIP Collateral (except as described in this and the immediately preceding sentence). Except as provided in this Interim Order, the Term DIP Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against the Debtors, their estates and any successors thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases. The Term DIP Adequate Protection Liens shall not be subject to sections 549 or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estates pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Term DIP Adequate Protection Liens.

(c) ABL Adequate Protection Claims: Pursuant to section 507(b) of the Bankruptcy Code, until the ABL Debt Roll-Up occurs, the Prepetition ABL Agent, on behalf of itself and the Prepetition ABL Lenders, is hereby further granted an allowed superpriority administrative expense claim (the "**ABL Adequate Protection Claim**") which claim shall be junior to (i) the Superpriority DIP Claims (except the ABL Adequate Protection Claim will be senior to the Superpriority DIP Claim of the Term DIP Agent against any ABL DIP Priority Collateral), (ii) the Carve Out, and (iii) the Term Adequate Protection Claims (as defined below) (except the ABL Adequate Protection Claim will be senior to the Term Adequate Protection

Claims of the Term DIP Agent against any ABL DIP Priority Collateral). The ABL Adequate Protection Claim shall otherwise be senior to and have priority over any other administrative expense claims, unsecured claims, and all other claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses or other claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code, and any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment. The ABL Adequate Protection Claim shall be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code, shall be against each Debtor on a joint and several basis, and shall be payable from and have recourse to all DIP Collateral in accordance with this Interim Order. Except as provided in this Interim Order, the ABL Adequate Protection Claim shall not be made subject to or *pari passu* with any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against the Debtors, their estates and any successors thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases until such time as the Prepetition ABL Obligations are paid in full.

(d) Term Adequate Protection Claims: Pursuant to section 507(b) of the Bankruptcy Code, the Prepetition Term Agent, on behalf of itself and the Prepetition Term Lenders, is hereby further granted an allowed superpriority administrative expense claim (the "**Term Adequate Protection Claim**") which claim shall be junior to (i) the Carve Out, (ii) the Superpriority DIP Claims (except the Term Adequate Protection Claim will be senior to the

Superpriority DIP Claim of the ABL DIP Agent against any Term DIP Priority Collateral), and (iii) the ABL Adequate Protection Claims (except the Term Adequate Protection Claims will be senior to the ABL Adequate Protection Claim of the Prepetition ABL Agent against any Term DIP Priority Collateral). The Term Adequate Protection Claim shall otherwise be senior to and have priority over any other administrative expense claims, unsecured claims, and all other claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses or other claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code, and any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment. The Term Adequate Protection Claim shall be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code, shall be against each Debtor on a joint and several basis, and shall be payable from and have recourse to all DIP Collateral in accordance with this Interim Order. Except as provided in this Interim Order, the Term Adequate Protection Claim shall not be made subject to or *pari passu* with any claim heretofore or hereinafter granted or created in any of the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against the Debtors, their estates and any successors thereto, including, without limitation, any trustee appointed in any of the Chapter 11 Cases or any Successor Cases until such time as the Prepetition ABL Obligations are paid in full.

(e) **Adequate Protection Fees and Expenses**. The Debtors shall accrue, as adequate protection, (i) for the benefit of the Prepetition Lenders, interest (at the default rate) due

under the Prepetition Credit Documents and (ii) for the benefit of the Prepetition Secured Parties, the reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the Prepetition Agents and the Prepetition Secured Parties, including, but not limited to, the reasonable and documented fees and out-of-pocket expenses of (A) Skadden, Norton Rose, FTI, Ropes & Gray, Moelis and Ankura and (B) any other advisors (including local and foreign local legal counsel) retained by the Prepetition Agents (the "**Adequate Protection Fees and Expenses**"), which Adequate Protection Fees and Expenses shall be allowed under section 507(b) of the Bankruptcy Code.

(f) **Information Rights**. The Debtors shall promptly provide the Prepetition Agents and the Prepetition Secured Parties all required written financial reporting and other periodic reporting that is required to be provided to the DIP Agents or the DIP Lenders under the Prepetition Credit Agreements.

30. **Adequate Protection Liens and Prepetition Credit Documents**. All distributions on account of any of the claims granted herein shall be in accordance with the Prepetition Credit Documents, the terms of this Interim Order, and the priority of liens set forth on **Exhibit C** attached hereto. Each of the Prepetition Secured Parties are deemed to consent to the priming of their Prepetition Liens by the DIP Liens.

31. **Reservation of Rights of Prepetition Secured Parties**. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; *provided* that the Prepetition Agents, acting at the express written direction of the requisite Prepetition Secured Parties, may request

further or different adequate protection and the Debtors or any other party in interest may contest any such request.

32. **Perfection of DIP Liens and Adequate Protection Liens**.

(a) The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties are hereby authorized, but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments in any jurisdiction, or take possession of or control over cash or securities or other property, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. All such financing statements, trademark filings, copyright filings, mortgages, notices of lien, or similar instruments shall be deemed to have been filed or recorded at the time of and on the Petition Date. Whether or not the DIP Agents (on behalf of the applicable DIP Secured Parties) or the Prepetition Agents (on behalf of the applicable Prepetition Secured Parties) shall, in their respective sole discretion, choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, or take possession of or control over any cash or securities or other property, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute, or subordination (subject to the priorities set forth in this Interim Order, the Prepetition Intercreditor Agreement, and the DIP Intercreditor Agreement). Upon the request of any DIP Agent or any Prepetition Agents, as applicable, each of the Prepetition Secured Parties and the Debtors, without any further consent of any party, is authorized, but not directed, to take, execute, deliver, and file such instruments (in each case,

without representation or warranty of any kind) to enable the DIP Agents or the Prepetition Agents to further validate, perfect, preserve, and enforce the DIP Liens and the applicable Adequate Protection Liens, respectively. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A certified copy of this Interim Order may, in the discretion of either DIP Agent or either Prepetition Agent, as applicable, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, and all filing offices are hereby instructed to accept such certified copy of this Interim Order for filing or recording, as applicable. The automatic stay of section 362(a) of the Bankruptcy Code shall be modified to the extent necessary to permit the DIP Agents or the Prepetition Agents, as applicable, to take all actions referenced in this subparagraph (b) and the immediately preceding subparagraph (a).

(c) To the extent that any Prepetition Secured Party is the secured party under any account control agreements, listed as loss payee or additional insured under any of the Debtors' insurance policies or is the secured party under any other agreement, the beneficiary of a landlord waiver or other collateral access agreement or party to a credit card notification, the DIP Agents, on behalf of the DIP Secured Parties, is also deemed to be the secured party under such account control agreements or loss payee or additional insured under the Debtors' insurance policies and the secured party under each such agreement (in any such case with the same priority of liens and claims thereunder relative to the priority of (i) the Prepetition Liens and Adequate Protection Liens and (ii) the DIP Liens, as set forth herein), and shall (A) have all rights and powers in each case attendant to that position (including, without limitation, rights of enforcement, but subject in all respects to the terms of this Interim Order), and (B) subject to the

terms of this Interim Order, act in that capacity and distribute any proceeds recovered or received in respect of any of the foregoing to the payment in full of the DIP Obligations.

33. **Preservation of Rights Granted under Interim Order**.

(a) Upon the occurrence and continuance of any Event of Default, interest, including, where applicable, default interest, shall accrue and be paid as set forth in the DIP Documents. Notwithstanding any order that may be entered dismissing any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting any other Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code: (i) the DIP Superpriority Claims, the DIP Liens, and the Adequate Protection Liens, and any claims related to the foregoing, shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Obligations shall have been paid in full in cash (and such DIP Superpriority Claims, DIP Liens, and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest), (ii) the other rights granted by this Interim Order shall not be affected, and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in this paragraph and otherwise in this Interim Order.

(b) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect: (i) the validity, priority, or enforceability of the DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the DIP Agents or the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur, or stay or (ii) the validity, priority or enforceability of the DIP Superpriority Claims, the DIP Liens, the DIP Obligations, the Adequate Protection Liens, the Adequate Protection Obligations, the Prepetition

Liens, or the Prepetition Secured Obligations. Notwithstanding any such reversal, modification, vacatur, or stay of any use of DIP Collateral (including any Cash Collateral), any DIP Superpriority Claims, DIP Obligations, DIP Liens, Adequate Protection Obligations, or Adequate Protection Liens incurred by the Debtors to the DIP Agents, the DIP Lenders or the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the DIP Agents or the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur, or stay shall be governed in all respects by the original provisions of this Interim Order, and the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall be entitled to all rights, remedies, privileges, and benefits granted to parties acting in "good faith" under section 364(e) of the Bankruptcy Code, this Interim Order, and the DIP Documents with respect to all uses of Cash Collateral, the DIP Obligations, and Adequate Protection Obligations.

(c) Except as expressly provided in this Interim Order or in the DIP Documents, the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and all other rights and remedies of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Interim Order and the DIP Documents shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, substantively consolidating any of the Chapter 11 Cases with another case (except as provided in an Acceptable Plan of Reorganization (as defined in the DIP Credit Agreement)), terminating the joint administration of these Chapter 11 Cases or by any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and,

pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order and the DIP Documents shall continue in these Chapter 11 Cases, in any Successor Cases if these Chapter 11 Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and all other rights and remedies of the DIP Agents, the DIP Lenders and the Prepetition Secured Parties granted by the provisions of this Interim Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are paid in full in cash, as set forth herein and in the DIP Documents, and the DIP Commitments have been terminated, and the Carve Out will continue in full force and effect.

34. **Limitation on Use of DIP Facility Proceeds and Collateral**. No DIP Loans, DIP Collateral, Cash Collateral or any portion of the Carve Out, may be used directly or indirectly by any Debtor, any statutory, or non-statutory committee (including any Creditors' Committee, if appointed), or any trustee appointed in the Chapter 11 Cases or any Successor Case, including any chapter 7 case, or any other person, party, or entity (a) in connection with the investigation, initiation, or prosecution of any claims, causes of action, adversary proceedings, or other litigation (i) against any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, or their respective predecessors in interest, officers, directors, employees, agents, affiliates, representatives, attorneys, or advisors, or any action purporting to do the foregoing in respect of the Prepetition Secured Obligations, the Prepetition Liens, the DIP Obligations, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to, the Prepetition Secured Obligations,

the DIP Obligations, the DIP Superpriority Claims, the Adequate Protection Obligations, or the liens, claims, rights, or security interests granted under this Interim Order, the DIP Documents, or the Prepetition Credit Documents including, in each case, without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law, or otherwise; (b) to prevent, hinder, or otherwise delay the Prepetition Secured Parties', the DIP Agents', or the DIP Lenders', as applicable, enforcement or realization on the Prepetition Secured Obligations, DIP Obligations, DIP Superpriority Claims, Adequate Protection Obligations, DIP Collateral, and the liens, claims, and rights granted to such parties under this Interim Order, each in accordance with the DIP Documents, the Prepetition Credit Documents, or this Interim Order; (c) to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties, the DIP Agents, or the DIP Lenders under this Interim Order, the Prepetition Credit Documents, or the DIP Documents, as applicable, other than in accordance with the DIP Documents; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens permitted pursuant to the DIP Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or *pari passu* with, the DIP Liens, DIP Obligations, DIP Superpriority Claims, Adequate Protection Liens, the Adequate Protection Obligations, unless all DIP Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims granted to the DIP Agents, DIP Lenders, or Prepetition Secured Parties under this Interim Order, have been paid in full in cash or as otherwise agreed to in writing by the requisite DIP Secured Parties and the requisite Prepetition Secured Parties, (e) to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are agreed to in writing by the requisite DIP Secured Parties and the requisite Prepetition Secured Parties or are otherwise included in the Approved

Budget (as initially attached to the Motion, and as updated in accordance with the terms of the DIP Documents and this Interim Order), or (f) for any purpose specified in the "DIP Facility; Use of Proceeds" sections of the DIP Credit Agreements; *provided*, that notwithstanding anything to the contrary herein, the Creditors' Committee (if appointed) may use the proceeds of the DIP Loans, DIP Collateral, and Cash Collateral in an amount not to exceed $100,000 (the "**Investigation Budget Cap**") only to investigate, but not litigate, (y) the claims and liens of the Prepetition Secured Parties, and (z) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties. For the avoidance of doubt, this paragraph 34 will not limit the Debtors' rights to use DIP Collateral pursuant to and consistent with paragraph 16 of this Interim Order or any equivalent provision in the Final Order.

35. **Approved Budget**. The Approved Budget is approved on an interim basis. Proceeds of the DIP Facility and Cash Collateral under this Interim Order shall be used by the Debtors in accordance with the DIP Documents and this Interim Order and consistent with the Approved Budget (subject to the Carve Out and permitted variances as provided in the DIP Credit Agreements) or as otherwise agreed by the requisite DIP Secured Parties and Debtors. None of the DIP Secured Parties' consent (if any) to, or acknowledgment of, the Approved Budget shall be construed as consent to use of the proceeds of the DIP Facility or Cash Collateral beyond the maturity date set forth in the DIP Credit Agreement, regardless of whether the aggregate funds shown on the Approved Budget have been expended.

36. **Payment of DIP Agents' Fees**. The Debtors shall pay indefeasibly in full, in cash within one business day of entry of the closing of the DIP Facilities, all amounts incurred through closing of the DIP Facilities (regardless of whether incurred prepetition or postpetition) owed to the DIP Secured Parties and Skadden, Norton Rose, FTI, Ropes & Gray, local counsel to

the DIP Lenders, Moelis, and Ankura under the DIP Documents, and a $100,000 capped fee payment to Proskauer. After closing of the DIP Facilities, DIP Fees and Expenses and the Adequate Protection Fees and Expenses shall be subject to the review procedures set forth in this paragraph 36 and paragraph 29(e) and shall not be subject to allowance or review by the Court. Professionals for the DIP Secured Parties and the Prepetition Secured Parties shall not be required to comply with the U.S. Trustee fee guidelines, *provided*, *however*, any time such professionals seek payment of post-petition fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each professional shall provide a copy of its invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to the Notice Parties; *provided*, *however*, the Fronting Lender and its professionals shall not be required to provide copies of their invoices to the Notice Parties. The invoices for such fees and expenses may be in summary form only, but shall include a general, brief description of the nature of the matters for which services were performed, a list of the professionals who worked on such matters and the number of hours each professional billed. The Debtors, the U.S. Trustee and the Creditors' Committee (if appointed) may object to such fees and expenses and any such objection must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within five calendar days of receipt of such invoice (the "**Review Period**"). If no written objection is received by 12:00 p.m., Central Time on the last date of the Review Period, the Debtors shall pay such invoices within five calendar days after conclusion of the Review Period. If an objection to a

professional's invoice is received within the Review Period, the Debtors shall promptly pay the undisputed amount of the invoice, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. No attorney or advisor to the DIP Secured Parties or any Prepetition Secured Party shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to or following the Petition Date in accordance with the terms of this Interim Order by any of the Debtors to the (a) DIP Secured Parties in connection with or with respect to the DIP Facility and (b) Prepetition Secured Parties in connection with or with respect to the Chapter 11 Cases or the Prepetition ABL Facility, are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement, or any similar form of recovery by the Debtors or any other person.

37. **Limits to Lender Liability**. Nothing in this Interim Order, the DIP Documents, the Prepetition Credit Documents, or any other documents related to these transactions shall in any way be construed or interpreted to impose upon the DIP Agents, any DIP Lender, or any Prepetition Secured Party any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business or in connection with their restructuring efforts. So long as the DIP Agents and the DIP Lenders comply with their obligations under the DIP Documents and their obligations, if any, under applicable law (including the Bankruptcy Code), (a) the DIP Agents and the DIP Lenders shall not in any way or manner be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, servicer, bailee,

custodian, forwarding agency or other person, and (b) all risk of loss, damage, or destruction of the DIP Collateral shall be borne by the Debtors.

38. **Effect of Stipulations on Third Parties**. The Stipulations contained in paragraph F(i)–(viii) of this Interim Order (the "**Debtors' Stipulations**") shall be binding on the Debtors for all purposes, and the Debtors' Stipulations and Releases contained in paragraph F(i)–(ix) of this Interim Order shall be binding on the Debtors, any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, and any other person acting or seeking to act on behalf of the Debtors' estates, in all circumstances and for all purposes unless: (a) such committee or any other person or entity with requisite standing (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so), has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) by the earlier of: (i) (y) if a Creditors' Committee has been appointed, by the Creditors' Committee within 60 calendar days after appointment of the Creditors' Committee and (z) if no Creditors' Committee has been appointed, by any party in interest with requisite standing (other than the Debtors) within 75 calendar days after entry of the Interim Order and (ii) the date that is established as the deadline for filing objections to (a) a sale of substantially all of the Debtors' assets or (b) confirmation of a chapter 11 plan in any of the Chapter 11 Cases (the time period established by the foregoing clauses (i) and (ii), as may be extended in the sole discretion of the requisite Secured Parties, under the DIP Facility or Prepetition Facility for which such extension is sought, the "**Challenge Period**"), provided, however, that if, prior to the end of the Challenge period, (x) the cases convert to a chapter 7, or (y) a chapter 11 trustee is appointed,

then, in each such case, the Challenge Period shall be extended for a period of 60 days solely with respect to any such chapter 7 or chapter 11 trustee, (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Obligations or the Prepetition Liens or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "**Challenges**") against any of the Prepetition Secured Parties or their respective affiliates and subsidiaries and each of their respective former, current, or future officers, partners, directors, managers, members, principals, employees, agents, related funds, affiliates, investors, financing sources, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof, in each case solely in their respective capacity as such (each a "**Representative**" and collectively, the "**Representatives**") in connection with the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, and the Prepetition Collateral and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided, however,* that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (a) the Debtors' Stipulations and Releases contained in paragraph F shall be binding on all parties in interest; (b) the obligations of the Debtors under the Prepetition Credit Agreements, including the Prepetition Secured Obligations, shall constitute allowed claims not subject to defense, claim, counterclaim,

recharacterization, subordination, offset or avoidance, for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (c) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination, avoidance or other defense and (d) the Prepetition Secured Obligations and the Prepetition Liens on the Prepetition Collateral shall not be subject to any other or further claim or challenge by any statutory or non-statutory committee, or any other party in interest, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defenses, claims, causes of action, counterclaims and offsets by any statutory or non-statutory committee, if any, or any other party in interest, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties and their Representatives arising out of or relating to any of the Prepetition Credit Documents shall be deemed forever waived, released and barred. If any such Challenge is timely filed during the Challenge Period, the Debtors' Stipulations and Releases contained in paragraph F shall nonetheless remain binding and preclusive on any statutory or non-statutory committee, and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committee, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition

Credit Documents, the Prepetition Secured Obligations or the Prepetition Liens. Any motion seeking standing (which ruling on standing, if appealed, shall not stay or delay the Chapter 11 Cases or confirmation of any chapter 11 plan) shall attach a draft complaint or other pleading that sets forth such Challenge, and any Challenge not included therein shall be deemed forever waived, released, and barred. For the avoidance of doubt, none of the foregoing challenge provisions set forth in this paragraph shall apply to any DIP Secured Party, in their capacities as such, or the UnSub Payoff Event, and following consummation of the UnSub Payoff Event, and in no event shall the DIP Facility, DIP Obligations, DIP Superpriority Claims, or DIP Liens be subject to challenge pursuant to this paragraph on avoidance or any other grounds by any party. If there is a successful Challenge, then the Court may fashion an appropriate remedy.

39. **Joint and Several Liability**. Nothing in this Interim Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations in accordance with the terms hereof and of the DIP Facility and the DIP Documents.

40. **Interim Order Governs**. In the event of any inconsistency between the provisions of this Interim Order, the DIP Documents, or any other order entered by this Court, the provisions of this Interim Order shall govern. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to, or authorization contained in, any other order entered by this Court shall be consistent with and subject to the requirements set forth in this Interim Order and the DIP Documents, including, without limitation, the Approved Budget.

41. **Proof of Claim**. None of the Prepetition Secured Parties or the DIP Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases in order to assert claims for payment of the Prepetition Secured Obligations arising under the Prepetition Credit Documents or the DIP Obligations arising under the DIP Documents. The statements of claim in respect of the Prepetition Secured Obligations and the DIP Obligations set forth in this Interim Order (including the DIP Documents and the Debtors' Stipulations), together with any evidence accompanying the Motion and presented at the Interim Hearing, are deemed sufficient and do constitute timely filed proofs of claim in respect of such debt and such secured status against each of the applicable Debtors. Any order entered by the Court in relation to the establishment of a bar date for any claim (including administrative claims) in any of the Chapter 11 Cases shall not apply to any of the DIP Secured Parties or Prepetition Secured Parties with respect to any claims and interests, including claims arising under or related to the DIP Documents or the Prepetition Credit Documents. Notwithstanding the foregoing, or any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases, the DIP Agents and the Prepetition Agents are hereby authorized and entitled, in each case in its respective sole discretion, but not required, to file a master proof of claim in the Debtors' lead chapter 11 case, *Instant Brands Acquisition Holdings Inc., et al.*, 23-90716 (DRJ) (a "**Master Proof of Claim**"), which shall be deemed asserted against each of the Debtors in their respective Chapter 11 Cases. Upon the filing of a Master Proof of Claim, the Prepetition Agents and the DIP Agents, and each of their respective successors and assigns, as applicable, shall be deemed to have filed a proof of claim in the aggregate amount set forth in such Master Proof of Claim against each of the Debtors. The Master Proofs of Claim shall not be required to identify any Prepetition Secured Party (other than the Prepetition Agents) or whether such Prepetition

Secured Party acquired its claim from another party and the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. A Master Proof of Claim shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements, or other documents will be provided upon written request to the Prepetition Agents. Any proof of claim filed by the Prepetition Agents shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the applicable Prepetition Secured Parties. The provisions set forth in this paragraph 41 are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest.

42. **Binding Effect; Successors and Assigns**. Subject only to paragraph 38, the DIP Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, any statutory or non-statutory committee (including any Creditors' Committee, if appointed), and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, and the Debtors and their respective successors and assigns; *provided*, that the DIP Agents, the DIP Lenders and the Prepetition Secured Parties shall have no obligation to permit the use of the DIP Collateral (including Cash Collateral) by, or

to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

43. **Limitation of Liability**. In determining to make any loan, commitment, or other extension of credit under the DIP Documents or to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Documents, none of the DIP Agents, the DIP Lenders or the Prepetition Secured Parties, each in their capacity as such, by reason of entering into the DIP Facility or the Prepetition Credit Documents and taking any actions permitted under the DIP Documents, the Prepetition Credit Documents or this Interim Order, shall (a) be deemed to be in "control" of the operations or participating in the management of the Debtors, (b) owe any fiduciary duty to the Debtors, any other DIP Secured Party or any other Prepetition Secured Party, their respective creditors, shareholders or estates, or (c) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" with respect to the operation or management of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, et seq., as amended, or any similar federal or state statute). Nothing in this paragraph shall impact or limit the rights of any governmental authority. Furthermore, nothing in this Interim Order, the DIP Documents or the Prepetition Credit Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, the DIP Lenders or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their direct or indirect subsidiaries.

44. **Provision Regarding Certain Counterparties**. Notwithstanding anything in this Interim Order, the DIP Documents or the Prepetition Documents to the contrary, none of the

Prepetition Obligations or DIP Obligations are, or shall be, secured by (i) any (A) platinum leased to Instant Brands LLC by Bank of Montreal or (B) rhodium (together with platinum, the "Boullion") leased to Instant Brands LLC by SCMI US, Inc. or (ii) (A) any quantity of Boullion required to be maintained by Instant Brands LLC pursuant to the terms of any Precious Metals Lease (as defined in the DIP Documents) with Bank of Montreal or SCMI US, Inc. and which quantity of Boullion is, pursuant to the terms of such Precious Metals Lease, required to not be subject to a lease, consignment or other similar arrangement and for which Instant Brands LLC is required to hold title, free and clear of any liens.

45. **Effectiveness**. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, or any Local Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

46. **Headings**. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

47. **Payments Held in Trust**. Except as expressly permitted in this Interim Order or the DIP Documents, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source prior to payment in full in cash of all DIP Obligations under the DIP Documents and termination of the DIP Commitments in accordance with the DIP Documents, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the

benefit of the DIP Secured Parties and shall immediately turn over such proceeds to the DIP Agents, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Interim Order. For the avoidance of doubt, this paragraph 47 will not apply to payments made or assets transferred by the Debtors as authorized under the Bankruptcy Code or any order of the Court.

48. **Good Faith**. Each of the DIP Secured Parties and Prepetition Secured Parties have acted in good faith (including for the purposes of sections 363(m) and 364(e) of the Bankruptcy Code) in connection with this Interim Order and their reliance on this Interim Order has been and is in good faith.

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

50. **Retention of Jurisdiction**. The Court shall retain exclusive jurisdiction to implement, interpret, and enforce the provisions of this Interim Order, and this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any one or more of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

51. **Rights and Duties Independent**. The rights and duties of the DIP Term Secured Parties under the DIP Term Documents on the one hand and the ABL DIP Secured Parties under the ABL DIP Documents on the other are (a) subject to the Prepetition Intercreditor Agreement and the DIP Intercreditor Agreement, and (b) otherwise be exercised and observed independently by the ABL DIP Secured Parties on the one hand and the DIP Term Secured Parties on the other.

52. **Determination of Requisite Parties**. Any determination as to whether a consent, modification, permission, or amendment required or permitted under this Interim Order has been granted by the "requisite" DIP Secured Parties or the "requisite" Prepetition Secured Parties will be determined by reference to the applicable DIP Credit Agreement or Prepetition Credit Agreement.

53. **Bankruptcy Rules**. The requirements of Bankruptcy Rules 4001, 6003, and 6004 and Local Rule 4001-2, in each case to the extent applicable, are satisfied by the contents of the Motion.

54. **Necessary Action**. The Debtors are authorized to take any and all such necessary actions as are necessary or appropriate to implement the terms of this Interim Order.

55. **Final Hearing**. The Final Hearing is scheduled for July 12, 2023 at 3:30 p.m. (prevailing Central Time) before this Court. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file a written objection thereto, which shall be served upon the Notice Parties, the DIP Secured Parties, and the Prepetition Secured Parties, and shall also be filed with the Clerk of the United States Bankruptcy Court for the Southern District of Texas, in each case to allow actual receipt by the foregoing no later than 4:00 p.m., 2023 (prevailing Central Time) on July 6, 2023.

Signed: June 14, 2023

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

ABL DIP Credit Agreement

SUPERPRIORITY SENIOR SECURED PRIMING DEBTOR-IN-POSSESSION
ASSET-BASED REVOLVING CREDIT AGREEMENT

dated as of June [15], 2023

among

INSTANT BRANDS HOLDINGS INC.,
a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code,
as the Lead Borrower,

INSTANT BRANDS INC.,
a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code,
as the Canadian Borrower,

INSTANT BRANDS ACQUISITION INTERMEDIATE HOLDINGS INC.,
a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code,
as Holdings,

THE LENDERS AND ISSUING BANKS
FROM TIME TO TIME PARTY HERETO

and

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent

BANK OF AMERICA, N.A.,

and

[●],

as Joint Lead Arrangers[1]

[1] BofA/Skadden to confirm.

TABLE OF CONTENTS

Page

Article I. DEFINITIONS AND ACCOUNTING TERMS 2
Section 1.01 Defined Terms 2
Section 1.02 Other Interpretive Provisions 58
Section 1.03 Accounting Terms and Determinations 59
Section 1.04 [Reserved] 59
Section 1.05 Times of Day 59
Section 1.06 Timing of Payment or Performance 59
Section 1.07 [Reserved] 59
Section 1.08 Cashless Rollovers 59
Section 1.09 Divisions 60
Section 1.10 Guarantees and Collateral 60
Section 1.11 Exchange Rate 60
Section 1.12 Additional Alternative Currencies 60

Article II. THE COMMITMENTS AND BORROWINGS 61
Section 2.01 Commitments 61
Section 2.02 Loans and Borrowings 62
Section 2.03 Requests for Borrowings 62
Section 2.04 Protective Advances 63
Section 2.05 Swingline Loans 64
Section 2.06 Letters of Credit 66
Section 2.07 Funding of Borrowings 71
Section 2.08 Interest Elections 72
Section 2.09 Reduction, Termination or Increase of Commitments 73
Section 2.10 Repayment of Loans; Evidence of Debt 76
Section 2.11 Prepayment of Loans 77
Section 2.12 Fees 79
Section 2.13 Interest 80
Section 2.14 Alternate Rate of Interest; Benchmark Replacement; Illegality 81
Section 2.15 Increased Costs 85
Section 2.16 Break Funding Payments 87
Section 2.17 Taxes 87
Section 2.18 Payments Generally; Allocation of Proceeds; Sharing of Set-offs 90
Section 2.19 Mitigation Obligations; Replacement of Lenders 92
Section 2.20 Defaulting Lenders 93
Section 2.21 Returned Payments; Rescindable Amounts; Recovery of Erroneous Payments 94
Section 2.22 Co-Borrowers 96
Section 2.23 Priority and Liens 97

Article III. [RESERVED] 98

Article IV. CONDITIONS PRECEDENT 98
Section 4.01 Conditions to Borrowing on the Closing Date 98
Section 4.02 Each Credit Event 101

Article V. REPRESENTATIONS AND WARRANTIES 101
Section 5.01 Organization; Powers 101
Section 5.02 Authorization; No Contravention 102
Section 5.03 Governmental Approvals; No Conflicts 102
Section 5.04 [Reserved] 102
Section 5.05 [Reserved] 102
Section 5.06 Litigation and Environmental Matters 102
Section 5.07 [Reserved] 102

Section 5.08 Properties 102
Section 5.09 Compliance with Laws and Agreements 103
Section 5.10 Taxes 103
Section 5.11 ERISA Compliance 103
Section 5.12 Capitalization and Subsidiaries 104
Section 5.13 Margin Regulations; Investment Company Act 104
Section 5.14 Disclosure 104
Section 5.15 [Reserved] 104
Section 5.16 [Reserved] 104
Section 5.17 Security Interest in Collateral 104
Section 5.18 Employment Matters 105
Section 5.19 Anti-Terrorism Law 105
Section 5.20 Anti-Corruption Laws and Sanctions 105
Section 5.21 Orders 105
Section 5.22 Appointment of Trustee or Examiner; Liquidation 106
Section 5.23 Approved Budget and Variance Reports 106
Section 5.24 Adverse Proceedings 106

Article VI. AFFIRMATIVE COVENANTS 106
Section 6.01 Financial Statements; Borrowing Bases and Other Information 106
Section 6.02 Certificates; Other Information 109
Section 6.03 Notices of Material Events 111
Section 6.04 Payment of Taxes 112
Section 6.05 Existence; Conduct of Business 112
Section 6.06 Maintenance of Properties 113
Section 6.07 Insurance 113
Section 6.08 Compliance with Laws 113
Section 6.09 Books and Records 113
Section 6.10 Inspection Rights 113
Section 6.11 Future Guarantees and Security 113
Section 6.12 [Reserved] 114
Section 6.13 Additional Collateral 114
Section 6.14 Use of Proceeds 114
Section 6.15 USA PATRIOT Act; Sanctions, etc 114
Section 6.16 Further Assurances 114
Section 6.17 Inventory Appraisals and Field Examinations 115
Section 6.18 Post-Closing Requirements 115
Section 6.19 Maintenance of Cash Management System 115
Section 6.20 Change in Fiscal Year 116
Section 6.21 Financial and Restructuring Advisors 116
Section 6.22 Milestones 117
Section 6.23 Certain Bankruptcy Matters 117

Article VII. NEGATIVE COVENANTS 117
Section 7.01 Liens 117
Section 7.02 [Reserved] 121
Section 7.03 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock 121
Section 7.04 Merger, Consolidation or Sale of All or Substantially All Assets 124
Section 7.05 Limitation on Sales of Assets and Subsidiary Stock 125
Section 7.06 Limitation on Restricted Payments 127
Section 7.07 [Reserved] 128
Section 7.08 Transactions with Affiliates 128
Section 7.09 [Reserved] 130
Section 7.10 [Reserved] 130
Section 7.11 [Reserved] 130

Section 7.12 [Reserved] ... 130
Section 7.13 Limitations on Investments ... 130
Section 7.14 [Reserved] ... 133
Section 7.15 Prepayments, Etc. of Indebtedness ... 133
Section 7.16 Minimum Aggregate Excess Availability ... 133
Section 7.17 No Further Negative Pledges ... 133
Section 7.18 Permitted Activities of Holdings ... 134
Section 7.19 Bankruptcy Matters ... 135
Section 7.20 Use of Proceeds ... 136
Section 7.21 Compliance with Approved Budget ... 136
Section 7.22 Additional Bankruptcy Matters ... 136

Article VIII. EVENTS OF DEFAULT AND REMEDIES ... 137
Section 8.01 Events of Default ... 137
Section 8.02 Remedies Upon Event of Default ... 140
Section 8.03 [Reserved] ... 141
Section 8.04 Application of Funds ... 141

Article IX. AGENTS ... 143
Section 9.01 Appointment and Authority ... 143
Section 9.02 Rights as a Lender ... 144
Section 9.03 Exculpatory Provisions ... 144
Section 9.04 Reliance by Administrative Agent ... 145
Section 9.05 Delegation of Duties ... 146
Section 9.06 Resignation of Administrative Agent ... 146
Section 9.07 Non-Reliance on Administrative Agent and Other Lenders ... 146
Section 9.08 No Other Duties, Etc. ... 147
Section 9.09 Administrative Agent May File Proofs of Claim ... 147
Section 9.10 Collateral and Guaranty Matters ... 148
Section 9.11 Withholding Tax ... 148
Section 9.12 ERISA Matters ... 149
Section 9.13 Remittances Generally ... 150
Section 9.14 Bank Product and Hedge Providers ... 150
Section 9.15 No Third Party Beneficiaries ... 150

Article X. MISCELLANEOUS ... 150
Section 10.01 Notices ... 150
Section 10.02 Waivers; Amendments ... 151
Section 10.03 Expenses; Indemnity; Damage Waiver ... 154
Section 10.04 Successors and Assigns ... 156
Section 10.05 Survival ... 159
Section 10.06 Counterparts; Integration; Effectiveness ... 159
Section 10.07 Severability ... 160
Section 10.08 Right of Setoff ... 160
Section 10.09 Governing Law; Jurisdiction; Consent to Service of Process ... 160
Section 10.10 WAIVER OF JURY TRIAL ... 161
Section 10.11 Headings ... 161
Section 10.12 Confidentiality ... 161
Section 10.13 Several Obligations; Nonreliance; Violation of Law ... 162
Section 10.14 USA PATRIOT Act Notice; Beneficial Ownership Regulation ... 162
Section 10.15 Disclosure ... 162
Section 10.16 Appointment for Perfection ... 162
Section 10.17 Interest Rate Limitation ... 162
Section 10.18 Judgment Currency ... 163
Section 10.19 Alternative Currency Loans ... 163
Section 10.20 ABL Intercreditor Agreement; Orders Control ... 163

Section 10.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions 163
Section 10.22 Release of Liens and Guarantees 164
Section 10.23 Acknowledgement Regarding Any Supported QFCs 166
Section 10.24 [Reserved] 166
Section 10.25 Canadian Anti-Money Laundering 166

SCHEDULES:

Commitment Schedule
Schedule 1.01(a) – Subsidiary Guarantors
Schedule 1.01(b) – Credit Card Issuers
Schedule 1.01(c) – Credit Card Processors
Schedule 1.01(d) – Existing Letters of Credit
Schedule 1.01(e) – Unrestricted Subsidiaries
Schedule 5.08(c) – Insurance
Schedule 5.12 – Capitalization and Subsidiaries
Schedule 6.18 – Post-Closing Requirements
Schedule 6.22 – Milestones
Schedule 7.01 – Existing Liens
Schedule 7.03 – Existing Indebtedness
Schedule 7.05 – [Reserved]
Schedule 7.08 – Existing Transactions with Affiliates
Schedule 7.09 – [Reserved]
Schedule 7.13 – Existing Investments
Schedule 10.01 – Borrowers' Contact Information
Schedule 10.02 – Administrative Agent's Address

EXHIBITS:

Exhibit A – Form of Borrowing Notice / Interest Election Request / Swingline Loan Notice
Exhibit B – Form of Note
Exhibit C-1 – Form of Assignment and Assumption
Exhibit C-2 – Form of Administrative Questionnaire
Exhibit D – Form of Borrowing Base Certificate
Exhibit E – Form of Guaranty
Exhibit F – [Reserved]
Exhibit G – Form of Non-Bank Tax Certificate
Exhibit H – Form of Compliance Certificate
Exhibit I – Form of Interim Order
Exhibit J – Form of Approved Budget
Exhibit K – Form of Variance Report

This SUPERPRIORITY SENIOR SECURED PRIMING DEBTOR-IN-POSSESSION ASSET-BASED REVOLVING CREDIT AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of June [15], 2023 among INSTANT BRANDS HOLDINGS INC., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Lead Borrower"), INSTANT BRANDS INC., a corporation incorporated under the *Canada Business Corporations Act* and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Canadian Borrower" and together with the Lead Borrower, the "Borrowers"), INSTANT BRANDS ACQUISITION INTERMEDIATE HOLDINGS INC., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code ("Holdings"), BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and each Lender and Issuing Bank from time to time party hereto.

PRELIMINARY STATEMENTS

WHEREAS, on June 12, 2023 (the "Petition Date"), the Lead Borrower, Holdings and certain of the Lead Borrower's US and Canadian Subsidiaries (collectively, the "Debtors") filed voluntary petitions with the Bankruptcy Court commencing their respective cases that are pending under Chapter 11 of the Bankruptcy Code (each case of the Borrower and each other Debtor, a "Case" and, collectively, the "Cases") and have continued in the possession of their assets and in the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Canadian Borrower, in its capacity as foreign representative on behalf of the Debtors, filed or will file an application with the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada (the "Canadian Court") under Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") to recognize the Cases as "foreign main proceedings" and grant certain customary related relief (the "Canadian Recognition Proceedings");

WHEREAS, prior to the Petition Date, the Pre-Petition ABL Lenders provided financing to the Borrowers pursuant to that certain Asset-Based Revolving Credit Agreement, dated as of June 30, 2021 (as amended, restated, supplemented or otherwise modified prior to the Petition Date, the "Pre-Petition ABL Credit Agreement"), among the Borrowers, Holdings, the Pre-Petition ABL Agent and the Pre-Petition ABL Lenders parties thereto;

WHEREAS, as of the Petition Date, (i) the Pre-Petition Tranche A Revolving Lenders had outstanding Pre-Petition Tranche A Revolving Commitments of $219,600,000 under the Pre-Petition ABL Credit Agreement, of which $[●] was outstanding as Pre-Petition Tranche A Revolving Loans (the "Pre-Petition Outstanding Tranche A Revolving Loans"), (ii) the Pre-Petition Tranche B-1 Revolving Lenders had outstanding Pre-Petition Tranche B-1 Revolving Commitments of $22,000,000 under the Pre-Petition ABL Credit Agreement, of which $[●] was outstanding as Pre-Petition Tranche B-1 Revolving Loans (the "Pre-Petition Outstanding Tranche B-1 Revolving Loans") and (iii) the Pre-Petition Tranche B-2 Revolving Lenders had outstanding Pre-Petition Tranche B-2 Revolving Commitments of $8,400,000 under the Pre-Petition ABL Credit Agreement, of which $[●] was outstanding as Pre-Petition Tranche B-2 Revolving Loans (the "Pre-Petition Outstanding Tranche B-2 Revolving Loans");[2]

WHEREAS, the Borrowers have requested that the Lenders and the Issuing Banks extend credit to them in the form of superpriority senior secured priming debtor-in-possession asset-based revolving credit facilities in an aggregate principal amount of $125,000,000, consisting of (i) a first-out tranche in respect of Tranche A Revolving Commitments in an aggregate principal amount of $105,000,000 and (ii) Last-Out Tranches in respect of (x) Tranche B-1 Revolving Commitments in an aggregate principal amount of $12,000,000 and (y) Tranche B-2 Revolving Commitments in an aggregate principal amount of $8,000,000, in each case, on the terms and subject to the conditions set forth herein;

WHEREAS, all of the Borrowers' obligations under the Facility are to be guaranteed by the Guarantors;

WHEREAS, the Lenders are willing to extend such credit, and the Issuing Banks are willing to issue letters of credit, to the Borrowers, in each case, on the terms and subject to the conditions set forth herein; and

[2] BofA/Skadden to confirm and update.

WHEREAS, the respective priorities of the Facilities and the other Secured Obligations with respect to the Collateral shall be as set forth in the Interim Order and the Final Order, in each case upon entry thereof by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below. Unless otherwise defined herein, all terms defined in the UCC or the PPSA, as applicable, and used but not defined in this Agreement have the meanings specified in the UCC or the PPSA, as applicable:

"ABL Intercreditor Agreement" means the ABL Intercreditor Agreement, dated as of October 9, 2020, by and among the Prepetition ABL Agent, the Prepetition Term Agent, the Borrower and the Guarantors.

"ABL Priority Collateral" means "ABL DIP Priority Collateral" as defined in the Orders.

"Acceptable Confirmation Order" means an order of the Bankruptcy Court confirming an Acceptable Reorganization Plan, in form and substance satisfactory to the Required Revolving Lenders in their sole discretion (as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of the Required Revolving Lenders in their sole discretion).

"Acceptable Disclosure Statement" means the disclosure statement relating to an Acceptable Reorganization Plan in form and substance acceptable to the Required Revolving Lenders in their sole discretion.

"Acceptable Reorganization Plan" means a Reorganization Plan for each of the Cases that (i) provides for the termination of the Commitments and Payment in Full of all of the Secured Obligations on the Consummation Date of such Reorganization Plan, (ii) contains release, indemnification and other exculpatory provisions for the Agents, the Lenders, the Pre-Petition ABL Agent and the Pre-Petition ABL Lenders satisfactory to the Required Revolving Lenders in their sole discretion and (iii) is otherwise in form and substance satisfactory to the Required Revolving Lenders in their sole discretion.

"Account" means "account" as defined in the UCC or PPSA, as applicable, and also means a right to payment of a monetary obligation whether or not constituting an "account" as defined in the UCC or PPSA, as applicable, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Account Debtor" means any Person obligated on an Account.

"Additional Alternative Currency" means any Eligible Currency that is approved in accordance with Section 1.12.

"Additional Lender" means at any time, any bank, other financial institution or institutional lender or institutional investor (but not a natural person) that, in any case, is not an existing Lender and that agrees to provide any portion of any Incremental Commitments in accordance with Section 2.09(e); provided that each Additional Lender shall be subject to the approval as an "Eligible Assignee" of the Administrative Agent and each Issuing Bank pursuant to subclauses (B) and (C) of Section 10.04(b)(i) (in each case, such approval not to be unreasonably withheld or delayed and solely to the extent such consent would be required for an assignment of Loans to such Person under Section 10.04(b)).

"Administrative Agent" means Bank of America, in its capacity as administrative agent under the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02 or such other address or account as the Administrative Agent may from time to time notify the Lead Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire substantially in the form of Exhibit C-2 or in any other form approved by the Administrative Agent.

"Adverse Proceeding" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of Holdings, any Borrower, any Subsidiary Guarantor or any Subsidiary of the foregoing), at law or in equity, or before or by any Governmental Authority, domestic or foreign, whether pending or, to the knowledge of Holding, any Borrower or any Subsidiary Guarantor, threatened against Holdings, any Borrower, any Subsidiary Guarantor or any Subsidiary of the foregoing or any property thereof.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the possession, directly or indirectly, of the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purpose of this definition, the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Affiliate Transaction" has the meaning specified in Section 7.08(a).

"Agent Professionals" means attorneys, financial advisors, accountants, appraisers, auditors, advisors, consultants, agents, service providers, business valuation experts, environmental engineers or consultants, turnaround consultants, and other professionals, experts and representatives retained or used by each Agent.

"Agent's Advisor" means either (x) FTI Consulting Inc. or (y) such other financial advisor, restructuring advisor and/or consultant retained by the Administrative Agent (or its counsel on its behalf) for the purposes specified in Schedule 6.22 and in connection with the Cases.

"Agents" means, collectively, the Administrative Agent and the Collateral Agent.

"Aggregate Borrowing Base" means the sum of each of the Borrowing Bases.

"Aggregate Commitments" means the Revolving Commitments of all the Lenders.

"Aggregate Excess Availability" means the sum of Tranche A Excess Availability, Tranche B-1 Excess Availability and Tranche B-2 Excess Availability.

"Agreement" has the meaning specified in the introductory paragraph hereto.

"Agreement Currency" has the meaning specified in Section 10.18(b).

"Alternative Currency" means each of the following currencies: Canadian Dollars, British Pounds Sterling, Euros, Australian Dollars and each Additional Alternative Currency.

"Alternative Currency Conforming Changes" means, with respect to the use, administration of or any conventions associated with SONIA or any proposed Alternative Currency Successor Rate, as applicable, any conforming changes to the definitions of "Alternative Currency Term Rate," "Alternative Currency Daily Rate," "Canadian Prime Rate," "SONIA," "Interest Period," timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definition of "Business Day," the applicability of breakage provisions, timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice for such

Alternative Currency (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate for such Alternative Currency exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

"Alternative Currency Daily Rate" means, for any day, with respect to any Credit Extension:

(a) denominated in British Pounds Sterling, the rate per annum equal to SONIA determined pursuant to the definition thereof plus the SONIA Adjustment; and

(b) and with respect to Loans, Letters of Credit and Letter of Credit reimbursement obligations, denominated in any other Alternative Currency (to the extent such Loans denominated in such currency will bear interest at a daily rate), the daily rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.12(a) plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.12(a).

provided, that, if any Alternative Currency Daily Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. Any change in an Alternative Currency Daily Rate shall be effective from and including the date of such change without further notice.

"Alternative Currency Daily Rate Loan" or "Alternative Currency Daily Rate Borrowing" means a Loan that bears interest at a rate based on the definition of "Alternative Currency Daily Rate." All Alternative Currency Daily Rate Loans must be denominated in an Alternative Currency.

"Alternative Currency Loan" means a Loan that bears interest at the Alternative Currency Daily Rate, the Alternative Currency Term Rate or the Canadian Prime Rate.

"Alternative Currency Scheduled Unavailability Date" has the meaning specified in Section 2.14(c)(ii)(B).

"Alternative Currency Successor Rate" has the meaning specified in Section 2.14(c)(ii)(C).

"Alternative Currency Term Rate" means, for any Interest Period, with respect to any credit extension:

(a) denominated in Euros, the rate per annum equal to the Euro Interbank Offered Rate ("EURIBOR"), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) on the day that is two TARGET Days preceding the first day of such Interest Period with a term equivalent to such Interest Period;

(b) denominated in Canadian Dollars, the rate per annum equal to the Canadian Dollar Offered Rate (the "CDOR Rate"), as published on the applicable Refinitiv UK screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) on the Rate Determination Date with a term equivalent to such Interest Period;

(c) denominated in Australian Dollars, the rate per annum equal to the Bank Bill Swap Reference Bid Rate ("BBSY"), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) on the Rate Determination Date with a term equivalent to such Interest Period; and

(d) and with respect to Loans, Letters of Credit and Letter of Credit reimbursement obligations denominated in any other Alternative Currency, the term rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.12(a) plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.12(a);

provided, that, if any Alternative Currency Term Rate shall be less than the applicable Floor for such benchmark rate, such benchmark rate shall be deemed to be such Floor for purposes of this Agreement.

"Alternative Currency Term Rate Loan" or "Alternative Currency Term Rate Borrowing" means a Loan that bears interest at a rate based on the Alternative Currency Term Rate. All Alternative Currency Term Rate Loans must be denominated in an Alternative Currency.

"AML Legislation" means applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and Parts II.1 and XII.2 of the Criminal Code (Canada).

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lead Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption, including the Foreign Corrupt Practices Act of 1977 and the *Corruption of Foreign Public Officials Act* (Canada), as each may be amended from time to time.

"Anti-Terrorism Laws" has the meaning specified in Section 5.19.

"Applicable Administrative Agent" means (i) with respect to ABL Priority Collateral, the Administrative Agent, (ii) with respect to Term Priority Collateral, the DIP Term Loan Agent or (iii) if at any time there is no ABL Intercreditor Agreement then in effect, the Administrative Agent.

"Applicable Fee Rate" means 0.50% *per annum.*

"Applicable Percentage" means, with respect to any Lender, (a) a percentage equal to a fraction, the numerator of which is (i) the aggregate Commitment of such Revolving Lender and (ii) the denominator of which is the Aggregate Commitments of all the Revolving Lenders (or, if the Aggregate Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender's share of the aggregate Revolving Exposure).

"Applicable Rate" means, for any day:

(a) with respect to (i) any Tranche A Revolving Loan that is a Term Rate Loan or an Alternative Currency Daily Rate Loan, 4.00% *per annum* and (ii) any Tranche A Revolving Loan or Swingline Loan that is a Base Rate Loan or a Canadian Prime Rate Loan, 3.00% *per annum*;

(b) with respect to any Tranche B-1 Revolving Loan (i) that is a Term Rate Loan or an Alternative Currency Daily Rate Loan, 5.00% *per annum* and (i) that is a Base Rate Loan or a Canadian Prime Rate Loan, 4.00% *per annum*; and

(c) with respect to any Tranche B-2 Revolving Loan (i) that is a Term Rate Loan or an Alternative Currency Daily Rate Loan, 6.00% *per annum* and (i) that is a Base Rate Loan or a Canadian Prime Rate Loan, 5.00% *per annum*.

"Applicable Time" means, with respect to any Borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the Issuing Bank, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

"Approved Budget" means a projected statement of sources and uses of cash for the Borrower and the other Debtors on a weekly basis for the following 13 calendar weeks including the anticipated uses of the Facilities and the DIP Term Loan Facility for each week during such period, in substantially the form of Exhibit J hereto. As used herein, "Approved Budget" shall initially refer to the initial Approved Budget delivered in accordance with Section 4.01(a)(iv) and thereafter shall refer to the most recent budget delivered by the Borrower in accordance with Section 6.01(d), to the extent that each of the Borrower and the Administrative Agent (with the consent of the Required Revolving Lenders) has approved such budget as the Approved Budget in its sole and absolute discretion.

"Approved Fund" means any Fund that is administered, advised or managed by (i) a Lender, (ii) an Affiliate of a Lender or (iii) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"Arrangers" or "Joint Lead Arrangers" means, collectively, Bank of America and [●], in their respective capacities as joint lead arrangers.

"Asset Disposition" means any direct or indirect sale, lease (other than an operating lease entered into in the ordinary course of business), transfer, issuance or other disposition, or a series of related sales, leases, transfers, issuances or dispositions that are part of a common plan, of shares of Capital Stock of a Subsidiary (other than directors' qualifying shares), property or other assets (each referred to for the purposes of this definition as a "disposition") by the Lead Borrower or any of its Restricted Subsidiaries, including any disposition by means of a merger, amalgamation, consolidation or similar transaction.

"Asset Swap" means a concurrent purchase and sale or exchange of Related Business Assets (or assets which prior to their sale or exchange have ceased to be Related Business Assets of the Lead Borrower or any of its Restricted Subsidiaries) between the Lead Borrower or any of its Restricted Subsidiaries and another Person; provided that the Lead Borrower or such Restricted Subsidiary, as the case may be, receives consideration at least equal to the fair market value (such fair market value to be determined on the date of the contractually agreeing to such transaction) as determined in good faith by the Lead Borrower.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.04), and accepted by the Administrative Agent, in the form of Exhibit C-1 or any other form approved by the Administrative Agent and in the case of such Assignment and Assumption not substantially in the form of Exhibit C-1, the Lead Borrower.

"Audited Financial Statements" means the audited consolidated balance sheet and related statements of income, stockholders' equity and cash flows of the Lead Borrower and its Subsidiaries, as of and for the period ending December 31, 2022 including the related notes thereto and the reports thereon issued by independent public accountants of recognized national standing.

"Australian Dollar" or "AUD$" each mean the lawful money of Australia.

"Average Life" means, as of any date, with respect to any Indebtedness, Disqualified Stock or Preferred Stock, the quotient obtained by dividing (1) the sum of the products of the numbers of years from such date to the date or dates of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of each such payment by (2) the sum of all such payments.

"Average Utilization" means on any date of determination, the amount equal to the sum of the daily Revolving Exposure during a stipulated consecutive fiscal quarter period (with such Revolving Exposure taken as a whole during such stipulated period) divided by the number of calendar days in such period.

"Avoidance Action" has the meaning specified in Section 2.23.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank of America" means Bank of America, N.A., and its successors.

"Bankruptcy Code" means, as applicable, Title 11 of the U.S. Code (11 U.S.C. §101 et seq), and any rule or regulation issued thereunder.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas Houston Division or any other court having jurisdiction over the Cases or any proceeding therein from time to time and any Federal appellate court thereof.

"Base Rate" means, for any day, a fluctuating rate of interest *per annum* equal to the greatest of (a) the Federal Funds Rate in effect on such day plus ½ of 1.00%, (b) the Prime Rate in effect for such day and (c) Term SOFR for a one month Interest Period plus 1.00% per annum. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Rate or Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or Term SOFR, as the case may be; provided, that in no event shall the Base Rate be less than zero. If the Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above.

"Base Rate Borrowing" and "Base Rate Loan" mean a Loan or Borrowing that bears interest based on the Base Rate. All Base Rate Loans shall be denominated in Dollars.

"BBSY" has the meaning assigned to such term in clause (c) of the definition of Alternative Currency Term Rate.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"Bloomberg" means Bloomberg Index Services Limited.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Board of Directors" means, as to any Person, the board of directors or managers (or other equivalent governing body), as applicable, of such Person or any duly authorized committee thereof.

"Borrower" and "Borrowers" have the meanings specified in the preamble hereto.

"Borrower Materials" means Borrowing Base Certificates, Compliance Certificates, Borrowing Notices, Interest Election Requests, and other information, reports, financial statements, information and materials delivered by the Loan Parties under the Loan Documents as well as Reports and other information provided by or on behalf of the Borrowers to the Agents or the Lenders in connection with the credit facility established by this Agreement.

"Borrowing" means (a) Revolving Loans under the same Facility of the same Type and currency, made, converted or continued on the same date and, in the case of Term Rate Loans, as to which a single Interest Period is in effect, (b) a Swingline Loan of the same Type and (c) in the case of a borrowing consisting of Tranche A Revolving Loans, shall be deemed to include Protective Advances of the same Type.

"Borrowing Base" means individually, the Tranche A Borrowing Base, the Tranche B-1 Borrowing Base or the Tranche B-2 Borrowing Base and collectively, all such Borrowing Bases.

"Borrowing Base Certificate" means a certificate, signed and certified as accurate and complete by a Financial Officer of the Lead Borrower, in substantially the form of Exhibit D or another form which is reasonably acceptable to the Administrative Agent in its Permitted Discretion (it being understood that the information contained therein shall be broken out separately for the US Loan Parties, on the one hand, and Canadian Loan Parties, on the other hand).

"Borrowing Notice" means a notice substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent) by any Borrower requesting any Revolving Borrowing pursuant to Section 2.03.

"British Pounds Sterling" means the lawful currency of the United Kingdom.

"Budget Event" shall mean any of the following:

(a) the aggregate amount of actual receipts during any Budget Testing Period shall be less than the aggregate receipts in the Approved Budget for such Budget Testing Period by an amount greater than the Permitted Variance (this clause (a), the "Budgeted Receipts Test"); or

(b) the aggregate amount of actual disbursements during any Budget Testing Period shall exceed the projected aggregate disbursements in the Approved Budget for such Budget Testing Period by an amount greater than the Permitted Variance (this clause (b), the "Budgeted Disbursements Test").

"Budget Testing Date" means (a) with respect to any Budgeted Disbursements Test, (i) the second Friday after the Petition Date (i.e., June 23, 2023) and (ii) each Friday of each week thereafter and (b) with respect to any Budgeted Receipts Test, (i) the fourth Friday after the Petition Date (i.e., July 7, 2023) and (ii) each Friday of each week thereafter.

"Budget Testing Period" means, as of any date of determination, the period beginning on the applicable Budget Testing Period Commencement Date and ending on the Budget Testing Date immediately succeeding such date of determination. For the avoidance of doubt, each Budget Testing Period ending on or after July 7, 2023 shall be a four calendar week period.

"Budget Testing Period Commencement Date" means (a)(i) with respect to any Budgeted Disbursements Test conducted on any Budget Testing Date occurring on or prior to July 7, 2023, in each case, the first Sunday prior to the Petition Date (i.e., June 11, 2023) and (ii) with respect to any Budgeted Disbursements Test conducted on the Budget Testing Date occurring on or after July 14, 2023, (x) the first Sunday after the Petition Date (i.e., June 18, 2023) and (y) each Sunday of each week thereafter, respectively and (b)(i) with respect to any Budgeted Receipts Test conducted on the first Budget Testing Date in respect thereof occurring on July 7, 2023, the first Sunday prior to the Petition Date (i.e., June 11, 2023) and (ii) with respect to any Budgeted Receipts Test conducted on any Budget Testing Date occurring on or after July 14, 2023, (x) the first Sunday after the Petition Date (i.e., June 18, 2023) and (y) each Sunday of each week thereafter, respectively. For the avoidance of doubt, with respect to any Budget Testing Date occurring on or after July 7, 2023, the applicable Budget Testing Period Commencement Date shall in each case be the fourth Sunday preceding such Budget Testing Date.

"Budgeted Disbursements Test" has the meaning specified in clause (b) of the definition of "Budget Event".

"Budgeted Receipts Test" has the meaning specified in clause (a) of the definition of "Budget Event"

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in New York or North Carolina; provided that:

(a) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in Euro, any fundings, disbursements, settlements and payments in Euro in respect of any such Alternative Currency Loan, or any other dealings in Euro to be carried out pursuant to this Agreement in respect of any such Alternative Currency Loan, means a Business Day that is also a TARGET Day;

(b) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in British Pounds Sterling, means a day other than a day banks are closed for general business in London because such day is a Saturday, Sunday or a legal holiday under the laws of the United Kingdom;

(c) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in Canadian Dollars, means a day other than a day banks are closed for general business in Toronto because such day is a Saturday, Sunday or a legal holiday under the laws of Canada;

(d) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in Australian Dollars, means a day other than a day banks are closed for general business in Sydney because such day is a Saturday, Sunday or a legal holiday under the laws of Australia;

(e) if such day relates to any fundings, disbursements, settlements and payments in an Additional Alternative Currency, or any other dealings in any Additional Alternative Currency to be carried out pursuant to this Agreement, means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such Additional Alternative Currency.

"Canada" means the country of Canada.

"Canadian Borrower" has the meaning specified in the preamble hereto.

"Canadian Borrower Outstandings" means the USD Equivalent of the outstanding amount of all Revolving Loans made to, and Letters of Credit issued on behalf of, the Canadian Borrower.

"Canadian Borrower Sublimit" means $10,000,000.

"Canadian Court" has the meaning specified in the recitals hereto.

"Canadian Defined Benefit Plan" means a Canadian Pension Plan with a "defined benefit provision" as such term is defined in the *Income Tax Act* (Canada).

"Canadian Dollars" and "C$" means dollars in the lawful currency of Canada.

"Canadian Loan Party" means any Loan Party that is organized or incorporated under the laws of Canada or any province or territory thereof.

"Canadian Multi-Employer Plan" means a "multi-employer pension plan", as such term is defined in the *Pension Benefits Act* (Ontario) or in any similar pension benefits standards legislation in any Canadian jurisdiction to which any Loan Party contributes or has or may have any obligation to contribute for its employees or former employees employed in Canada.

"Canadian Pension Event" means:

(i) the issuance of any notice, order or charge which may give rise to the imposition of any fine or penalty to or in respect of any Canadian Pension Plan or the issuance of such fine or penalty,

(ii) the failure by any Loan Party or Restricted Subsidiary to remit any contribution to a Canadian Pension Plan or Canadian Multi-Employer Plan when due or the receipt of any notice from an administrator, a trustee or other funding agent or any other Person that any Loan Party or Restricted Subsidiary has failed to remit any contribution to a Canadian Pension Plan or Canadian Multi-Employer Plan or a similar notice from a Governmental Authority relating to a failure to pay any fees or other amounts,

(iii) the occurrence of any transaction that is prohibited under any applicable Requirements of Law that would reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or

(iv) the imposition on any Loan Party or any Subsidiary of any fine, excise tax or penalty resulting from any noncompliance with any applicable requirement of Law.

"Canadian Pension Plan" means a pension plan or plan that is a "registered pension plan" as defined in the *Income Tax Act* (Canada) or that is subject to the funding requirements of the *Pension Benefits Act* (Ontario), or any similar pension benefits standards legislation in any Canadian jurisdiction, and which is maintained or contributed to by, or to which there is or may be an obligation to contribute by any Loan Party or Restricted Subsidiary in respect of its employees or former employees employed in Canada, and for greater certainty does not include a Canadian Multi-Employer Plan, a pension plan established under the Canada Pension Plan (Canada) or a pension plan established under the Act respecting the Quebec Pension Plan.

"Canadian Pension Termination Event" means (i) the termination or wind-up in whole or in part of a Canadian Defined Benefit Plan, (ii) the occurrence of any circumstance or event that would provide any basis for a Governmental Authority to take steps to cause the termination or wind-up, in whole or in part, of any Canadian Defined

Benefit Plan, (iii) the issuance of a notice (or a notice of intent to issue such a notice) to cause the termination or wind-up in whole or in part any Canadian Defined Benefit Plan; (iv) the occurrence of any circumstance or event that would provide any basis for a Governmental Authority to take steps to revoke the registration or appoint a new administrator of a Canadian Defined Benefit Plan; and (v) the receipt of a notice of intent from a Governmental Authority to revoke the registration or appoint a new administrator of a Canadian Defined Benefit Plan.

"Canadian Prime Rate" means, for any day, the rate of interest *per annum* equal to the greater of (a) the interest rate per annum publicly announced from time to time by the Administrative Agent as its reference rate in effect on such day at its principal office in Toronto for determining interest rates applicable to commercial loans denominated in Canadian Dollars and made by it in Canada (each change in such reference rate being effective from and including the date such change is publicly announced as being effective) and (b) the interest rate *per annum* equal to the sum of (i) the one-month CDOR Rate and (ii) 1.00% *per annum*, in each case, adjusted automatically with each quoted or published change in such rate, all without the necessity of any notice to the Lead Borrower or any other Person; provided that if the Canadian Prime Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Canadian Prime Rate Loan" or "Canadian Prime Rate Borrowing" mean a Loan or Borrowing that bears interest at the Canadian Prime Rate. All Canadian Prime Rate Loans shall be denominated in Canadian Dollars.

"Canadian Recognition Proceedings" has the meaning specified in the recitals hereto.

"Canadian Reserves" means Reserves established in the Permitted Discretion of the Administrative Agent solely with respect to assets of any Loan Party whose assets contribute to any of the Borrowing Bases for amounts secured by any Liens, choate or inchoate, arising under applicable Law in Canada, which rank or are capable of ranking *pari passu* in priority with the Collateral Agent's Liens, including, without limitation, any charges granted by the Canadian Court in the Canadian Recognition Proceedings, any such amounts due and not paid for vacation pay, severance pay, wages (including any amounts protected by the *Wage Earner Protection Program Act* (Canada)), amounts due and not paid under any legislation relating to workers' compensation or to employment insurance, all amounts deducted or withheld and not paid and remitted when due under the *Income Tax Act* (Canada), amounts currently or past due and not paid for realty, municipal or similar Taxes, including without limitation amounts for goods and services taxes, sales taxes, value added tax, harmonized sales taxes, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) or similar applicable provincial legislation, government royalties, all amounts currently or past due and not contributed, remitted or paid under a Canadian Pension Plan (including any amounts representing any solvency deficiency or wind up deficiency with respect to any Canadian Pension Plan) or any similar statutory or other claims that would have or would reasonably be expected to have priority over any Liens granted to the Collateral Agent in the future, in each case where and to the extent such Lien, trust or deemed trust benefits from priority under applicable Law to the Collateral Agent's Liens. In no event shall Canadian Reserves with respect to any Canadian Loan Party exceed the amount which the assets of such Canadian Loan Party contribute to the Borrowing Bases in the aggregate.

"Canadian Security Agreement" means, collectively, the Canadian Security Agreement, dated as of the Closing Date among each Canadian Loan Party and Bank of America, as Collateral Agent, as it may be amended, amended and restated, supplemented or otherwise modified from time to time, together with each security agreement supplement executed and delivered by a Canadian Loan Party pursuant to Section 6.11.

"Canadian Subsidiary" means any Subsidiary formed and existing under the laws of Canada or any province or territory thereof.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock and limited liability or partnership interests (whether general or limited), but excluding any debt securities convertible into such equity.

"Capitalized Lease Obligation" means, as applied to any Person and subject to Section 1.03(c), an obligation that is required to be classified and accounted for as a financing or capitalized lease (and not, for the avoidance of doubt, as a straight-line or operating lease) on both the balance sheet and income statement of such Person for financial reporting purposes in accordance with GAAP as in effect on December 31, 2017, and the amount of Indebtedness

represented by such obligation will be the amount thereof accounted for as a liability on a balance sheet (excluding the footnotes thereto) of such Person at the time any determination thereof is to be made as determined in accordance with GAAP as in effect on December 31, 2017, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

"Carve-Out" has the meaning assigned to the term "Carve Out" in the Interim Order or Final Order, as applicable.

"Carve-Out Reserve" has the meaning assigned to the term "ABL Carve Out Reserve" in the Interim Order or Final Order, as applicable.

"Case" or "Cases" has the meaning specified in the recitals hereto.

"Cash Equivalents" means:

(1) Dollars, or in the case of the Lead Borrower, any Canadian Subsidiary or any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(2) securities issued or directly and fully guaranteed or insured by the U.S. Government or any agency or instrumentality of the United States or the Canadian government or any agency or instrumentality of Canada (provided that the full faith and credit of the U.S. Government or Canada, as applicable, is pledged in support thereof), having maturities of not more than one year from the date of acquisition;

(3) marketable general obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) or issued by the federal government or any province or territory of Canada (provided that the full faith and credit of Canada is pledged in support thereof) and, in each case, at the time of acquisition, maturing within one year from the date of acquisition and having a credit rating of "A" or better from either S&P or Moody's;

(4) demand deposit accounts maintained in the ordinary course of business;

(5) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any commercial bank having combined capital and surplus in excess of $500,000,000;

(6) repurchase or reverse purchase obligations with a term of not more than thirty (30) days for underlying securities of the types described in clauses (2), (3) and (5), entered into with any bank meeting the qualifications specified in clause (5) above;

(7) commercial paper rated at the time of acquisition thereof at least "A-2" or the equivalent thereof by S&P or "P-2" or the equivalent thereof by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of investments, and in any case maturing within one year after the date of acquisition thereof;

(8) solely with respect to any Restricted Subsidiary that is a Foreign Subsidiary, investments of comparable tenor and credit quality to those described in clauses (1) through (7) above customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes; and

(9) interests in any investment company or money market fund that invests 95% or more of its assets in instruments of the type specified in clauses (1) through (8) above.

"Cash Management Order" has the meaning assigned to such term in Section 4.01(o).

"CCAA" has the meaning specified in the recitals hereto.

"CDOR Rate" has the meaning assigned to such term in in clause (b) of the definition of Alternative Currency Term Rate.

"CFC" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (i) the adoption or taking effect of any law, rule, regulation or treaty; (ii) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority; or (iii) the compliance by any Lender or any Issuing Bank with any written request, guideline or directive by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. No. 111-203) and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued and with respect to any Lender claiming increasing costs or charges pursuant to Section 2.15, Section 2.16, or Section 2.17, only to the extent such Lender imposes the same charges on other similarly situated borrowers under comparable facilities.

"Change of Control" means the occurrence of any of the following:

(1) the Permitted Holders shall cease to beneficially own, either directly or indirectly (within the meaning of Rules 13d-3 or 13d05 under the Exchange Act), Capital Stock representing more than 50% of the total voting power of the Voting Stock of Holdings (or its successor by merger, amalgamation, consolidation or purchase of all or substantially all of its assets);

(2) [reserved]; or

(3) Holdings shall cease to own, directly or indirectly, 100% of the Equity Interests in each Borrower (other than in connection with a merger, amalgamation or consolidation permitted under Section 7.04, (after which Holdings continues to own, directly or indirectly, 100% of the Equity Interests in each surviving Borrower)).

Notwithstanding the foregoing: (i) any holding company whose only significant asset is Capital Stock of the Lead Borrower or any of its direct or indirect parent companies shall not itself be considered a "person" or "group" for purposes of clause (1) above; (ii) the term "Change of Control" shall not include a merger, amalgamation or consolidation of the Lead Borrower with, or the sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the Lead Borrower's assets to, an Affiliate incorporated or organized solely for the purpose of reincorporating or reorganizing the Lead Borrower in another jurisdiction in the United States and/or for the sole purpose of forming or collapsing a holding company structure; and (iii) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock purchase agreement, merger agreement or similar agreement (or voting or option agreement related thereto) until the consummation of the transactions contemplated by such agreement.

"Class" (a) when used with respect to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular series of Loans or Commitments, (b) when used with respect to Commitments, refers to whether such Commitments are Tranche A Revolving Commitments, Tranche B-1 Revolving Commitments, Tranche B-2 Revolving Commitments or Incremental Commitments and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Tranche A Revolving Loans, Swingline Loans, Protective Advances, Tranche B-1 Revolving Loans, Tranche B-2 Revolving Loans or Incremental Loans. Commitments (and, in each case, the Loans made pursuant to such Commitments) that have the same terms and conditions shall be construed to be in the same Class.

"Closing Date" means June [15], 2023, the first date on which all conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 4.01.

"CME" means CME Group Benchmark Administration Limited.

"Code" means the United States Internal Revenue Code of 1986.

"Collateral" means any and all property and tangible and intangible assets of any Loan Party, whether now owned or hereafter acquired, in which Liens are, from time to time, granted (or purported to be granted) to secure the Secured Obligations and the Guaranties pursuant to the Collateral Documents (including the Orders). The "Collateral" shall not include any leased or owned Real Property.

"Collateral Access Agreement" means an agreement reasonably satisfactory in form and substance to the Administrative Agent executed by (a) a bailee or other Person in possession of ABL Priority Collateral, (b) a mortgagee in connection with Indebtedness secured by a mortgage on real property or (c) any landlord of real property leased by any Loan Party.

"Collateral Agent" means Bank of America, in its capacity as "Collateral Agent" under this Agreement, the other Loan Documents, the ABL Intercreditor Agreement and the other Collateral Documents, and any successor thereto in such capacity.

"Collateral and Guarantee Requirement" means, at any time, subject to (x) any applicable limitations set forth in this Agreement (including Sections 6.11 and 6.13), the Guaranty or the other Loan Documents and (y) the time periods (and extensions thereof) set forth in Sections 6.11, 6.13 and 6.18, the requirement that:

(a) the Administrative Agent shall have received from (i) each US Loan Party, (A) either (x) a counterpart of the Guaranty duly executed and delivered on behalf of such Person or (y) in the case of any such Person that becomes or is required to become a US Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Guaranty in accordance with Section 6.11, duly executed and delivered on behalf of such Person and (B) either (x) a counterpart of the US Security Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes or is required to become a US Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), a supplement to the US Security Agreement in accordance with Section 6.11, duly executed and delivered on behalf of such Person, in each case of this clause (a)(i)(y) together with documents of the type referred to in Section 4.01(a)(ii) and (iii); (ii) each Canadian Loan Party, (A) either (x) a counterpart of the Guaranty duly executed and delivered on behalf of such Person or (y) in the case of any such Person that becomes or is required to become a Canadian Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Guaranty in accordance with Section 6.11, duly executed and delivered on behalf of such Person and (B) either (x) a counterpart of the Canadian Security Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes or is required to become a Canadian Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Canadian Security Agreement in accordance with Section 6.11, duly executed and delivered on behalf of such Person, in each case of this clause (a)(ii)(y) together with documents of the type referred to in Section 4.01(a)(ii) and (iii); and (iii) each Loan Party, either (x) an acknowledgement counterpart of the ABL Intercreditor Agreement duly executed and delivered on behalf of such Person or (y) in the case of any such Person that becomes or is required to become a Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), an executed acknowledgement to the ABL Intercreditor Agreement, in the form specified therein or in another form as may be reasonably agreed by the Administrative Agent; and

(b) (x) the Secured Obligations shall have been secured by a valid and perfected first-priority security interest in substantially all tangible and intangible assets of the Loan Parties (other than Excluded Property and as more fully set forth in the Orders) and (y) the Collateral Agent shall have received from each Restricted Subsidiary that is required to comply with the requirements set forth in this definition pursuant to Section 6.11, (i) if such Restricted Subsidiary owns issued, registered or applied for (A) patents, (B) industrial designs, (C) trademarks and/or (D) copyrights that constitute Collateral, Intellectual Property Security Agreements contemplated by the applicable Security Agreement for filing with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office, as applicable; (ii)(x) with respect to each Canadian Loan Party, all Instruments, Documents of Title and Chattel Paper (in each case, as defined in the PPSA) of the Canadian Loan Party required to be delivered pursuant to the Canadian Security Agreement and (y) with respect to each US Loan Party, all Instruments and Chattel Paper (in each case, as defined in the UCC) of such Restricted Subsidiary required to be delivered pursuant to the US Security Agreement; (iii) PPSA and/or UCC financing statements, as applicable, or financing change statements in appropriate form for filing in such jurisdictions as the Administrative Agent may

reasonably request; (iv) the certificates, if any, representing all of the certificated Equity Interests of the Lead Borrower and each other applicable Restricted Subsidiary (other than any such Equity Interests constituting Excluded Property), together with undated stock powers or other appropriate instruments of transfer executed and delivered in blank by a duly authorized officer of the holder(s) of such Equity Interests, and all "Intercompany Notes" (as defined in the applicable Security Agreement) owing to any Loan Party together with instruments of transfer executed and delivered in blank by a duly authorized officer of the applicable Loan Party; and (v) control agreements with respect to deposit accounts and securities accounts as contemplated by the applicable Security Agreement.

Notwithstanding anything to the contrary herein or in any other Loan Document, (i) the Administrative Agent may grant extensions of time (including after the expiration of any relevant period, which apply retroactively) for the creation and perfection of security interests in, or obtaining of title insurance, legal opinions, surveys or other deliverables with respect to, particular assets or the provision of any Guaranty by any Restricted Subsidiary, and each Lender hereby consents to any such extension of time, (ii) any Lien required to be granted from time to time pursuant to the definition of "Collateral and Guarantee Requirement" shall be subject to the exceptions and limitations set forth in the Collateral Documents and the Orders, (iii) in each case except as set forth in Section 6.19, perfection by control shall not be required with respect to any asset requiring perfection through control agreements or other control arrangements, including deposit accounts, securities accounts and commodities accounts (other than control of pledged Capital Stock and/or Instruments, in each case, constituting Collateral and are required to be pledged and delivered to the Collateral Agent pursuant to the Collateral Documents, this Agreement or the Orders) and no blocked account agreement, account control agreement or similar agreement shall be required, (iv) no Loan Party shall be required to seek any landlord waiver, bailee letter, estoppel, warehouseman waiver or other collateral access or similar letter or agreement, (v) other than with respect to Capital Stock issued by, and assets of, any Foreign Subsidiary that becomes a Guarantor as set forth in the definition of "Subsidiary Guarantor" or any Intermediate Parent that is a Foreign Subsidiary, no Loan Party will be required to (1) take any action or grant or perfect any security interest in any asset located outside of the U.S. or Canada or conduct any foreign lien search (other than any lien search in Canada), (2) execute any foreign law guarantee, security agreement, pledge agreement, mortgage, deed or charge (other than any guarantee or Collateral Document governed by the laws of Canada), (3) make any Intellectual Property filing, conduct any Intellectual Property search or prepare any Intellectual Property schedule with respect to any Intellectual Property assets of any Loan Party, in each case, in any jurisdiction outside the United States or Canada or (4) or enter into any source code escrow arrangement, (vi) in no event will the Collateral include any Excluded Property, (vii) no action shall be required to perfect any Lien with respect to (x) any vehicle or other asset subject to a certificate of title and/or (y) Letter-of-Credit Rights (as defined in Article 9 of the UCC), in each case to the extent that a security interest therein cannot be perfected by filing a Form UCC-1 (or equivalent under the PPSA) "all assets" financing statement without the requirement to list any VIN, serial or other number and (viii) no Loan Party shall be required to grant a Lien on, or require the perfection of any Lien granted in, those assets as to which the cost, burden, difficulty or consequence (including any effect on the ability of the relevant Loan Party to conduct its operations and business in the ordinary course of business) of obtaining or perfecting such Lien (including any mortgage, stamp, intangibles or other tax or expenses relating to such Lien) outweighs, or is excessive in relation to, the benefit to the Lenders of the security afforded thereby as determined in good faith by the Lead Borrower and the Administrative Agent (provided that, this clause shall not apply to any cost, burden, difficulty, or consequence under Section 956 of the Code with respect to any pledge of the stock of any Canadian Subsidiary or (without prejudice to the limitation under clause (b) of "Excluded Property" definition) any assets directly owned by any Canadian Subsidiary).

Notwithstanding the foregoing, (i) no action shall be required to create or perfect a Lien in any asset in respect of which the creation or perfection of a security interest therein would (1) be prohibited by enforceable anti-assignment provisions (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) set forth in any contract that is permitted or otherwise not prohibited by the terms of this Agreement (after giving effect to the Orders and the applicable anti-assignment provisions (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable Requirements of Law), (2) violate the terms of any contract in effect on the Closing Date or any contract of a Restricted Subsidiary upon the acquisition of such Restricted Subsidiary by the Lead Borrower or any Restricted Subsidiary (and not entered into in contemplation thereof) relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement or other applicable Requirements of Law, in each case, after giving effect to the Orders and the applicable anti-assignment provisions (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable Requirements of Law or (3) trigger termination of any

contract in effect on the Closing Date or any contract of a Restricted Subsidiary upon the acquisition of such Restricted Subsidiary by the Lead Borrower or any Restricted Subsidiary (and not entered into in contemplation thereof) relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement pursuant to any "change of control" or similar provision, in each case, after giving effect to the Orders and the applicable anti-assignment provisions (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable Requirements of Law, it being understood that the Collateral shall include any proceeds and/or receivables arising out of any contract described in this clause (other than Excluded Property) to the extent the assignment of such proceeds or receivables is expressly deemed effective under the Orders or the UCC, PPSA or other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right, (ii) no Loan Party shall be required to create or perfect a security interest in any asset to the extent the creation or perfection of a security interest in such asset would (A) be prohibited under any applicable Requirements of Law, after giving effect to the Orders and any applicable anti-assignment provision (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable law and other than proceeds thereof (other than Excluded Property) to the extent that the assignment of such proceeds is effective under the Orders or the UCC, PPSA or other applicable Requirements of Law notwithstanding such Requirements of Law, (B) require any governmental consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained), after giving effect to the Orders and any applicable anti-assignment provision (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable Requirements of Law and other than proceeds thereof (other than Excluded Property) to the extent that the assignment of such proceeds is effective under the Orders or the UCC, PPSA or other applicable Requirements of Law notwithstanding such consent or restriction and/or (C) result in material adverse tax consequences (provided that, this clause (C) shall not apply to any adverse tax consequences, burden, or cost under Section 956 of the Code with respect to any Canadian Subsidiary) or adverse regulatory consequences to any Loan Party or any of its Subsidiaries or Parent Entities as determined by the Lead Borrower in good faith following consultation with the Administrative Agent, (iii) any joinder or supplement to any Guaranty, any Collateral Document and/or any other Loan Document executed by any Restricted Subsidiary that is required to become a Loan Party pursuant to Section 6.11 may, with the consent of the Administrative Agent (not to be unreasonably withheld, conditioned or delayed), include such schedules (or updates to schedules) as may be necessary to qualify any representation or warranty set forth in any Loan Document to the extent necessary to ensure that such representation or warranty is true and correct to the extent required thereby or by the terms of any other Loan Document and (iv) no Loan Party will be required to take any action required under the Federal Assignment of Claims Act or any similar law.

Notwithstanding the foregoing, the Lead Borrower may from time to time, upon notice to the Administrative Agent, elect to cause any and all property and tangible and intangible assets of any Loan Party, whether now owned or hereafter acquired, that would otherwise be Excluded Property to become Collateral hereunder and under the applicable Collateral Documents (but shall have no obligation to do so), subject to the satisfaction of the guarantee and collateral requirements consistent with the Collateral and Guarantee Requirement or otherwise reasonably acceptable to the Lead Borrower and the Administrative Agent; provided, that the consent of the Administrative Agent shall be required before Real Property may become Collateral hereunder and under the Collateral Documents.

"Collateral Documents" means, collectively, the US Security Agreement, the Canadian Security Agreement, the Intellectual Property Security Agreements, the Orders, the Deposit Account Control Agreements, and the other security agreements, pledge agreements, agency agreements, deeds of hypothec and other instruments and documents executed and delivered pursuant to this Agreement or any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time and pursuant to which Collateral is pledged, assigned or granted (or purported to be pledged, assigned or granted) to or on behalf of the Collateral Agent for the benefit of the Secured Parties or notice of such pledge, assignment or grant is given.

"Commitment" means, as to each Lender, such Lender's Revolving Commitment in respect of the applicable Facility, together with the commitment of such Lender to acquire participations in Protective Advances hereunder. The initial amounts of each Lender's Commitments are set forth on the Commitment Schedule, in the applicable Incremental Amendment, or in the Assignment and Assumption pursuant to which such Lender shall have established, extended, increased and/or assumed its Commitments, as applicable.

"Commitment Increase" has the meaning specified in Section 2.09(e).

"Commitment Schedule" means the Schedule attached hereto identified as such.

"Commodity Agreement" means any commodity futures contract, commodity option or other similar agreement or arrangement entered into by the Lead Borrower or any of its Restricted Subsidiaries designed to protect the Lead Borrower or any of its Restricted Subsidiaries against fluctuations in the price of commodities actually used in the ordinary course of business of the Lead Borrower and its Restricted Subsidiaries.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

"Common Stock" means with respect to any Person, any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person's common stock whether or not outstanding on the Closing Date, and includes, without limitation, all series and classes of such common stock.

"Communication" means any notice, request, election, representation, certificate, report, disclosure, statement, authorization, approval, consent, waiver, document, amendment or transmittal of information of any kind in connection with a Loan Document, including any Borrower Materials or Modification of a Loan Document.

"Compliance Certificate" means a certificate in substantially the form of Exhibit H.

"Confidential Information" has the meaning specified in Section 10.12.

"Conforming Changes" means with respect to use, administration of or conventions associated with SOFR, Term SOFR or any proposed Successor Rate, as applicable, any conforming changes to the definitions of Base Rate, SOFR, Term SOFR and Interest Period, timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of Business Day and U.S. Government Securities Business Day, timing of borrowing requests or prepayment, conversion or continuation notices, and length of lookback periods) as may be appropriate, in the Administrative Agent's discretion, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of any Loan Document).

"Consigned Precious Metals" means any ore or precious metal which has been consigned by a Loan Party pursuant to the terms of a Precious Metals Lease permitted hereunder.

"Consigned Precious Metals Collateral" has the meaning specified in the definition of Excluded Property.

"Consummation Date" means the date of the substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of a Reorganization Plan that is confirmed pursuant to an order of the Bankruptcy Court; provided, that for purposes hereof the Consummation Date of the Reorganization Plan shall be no later than the "effective date" thereof.

"Contractual Obligation" means as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Credit Card Agreement" means any agreement now or hereafter entered into by any Loan Party for the benefit of such Loan Party with any Credit Card Issuer or any Credit Card Processor.

"Credit Card Issuer" means any of the credit card issuers listed on Schedule 1.01(b) and any other credit card issuer reasonably acceptable to the Administrative Agent.

"Credit Card Notification" means a notification, in form and substance reasonably satisfactory to the Administrative Agent to any Credit Card Issuer or Credit Card Processor that is party to a Credit Card Agreement.

"Credit Card Processor" means any of the credit card processors or clearinghouses listed on Schedule 1.01(c), and any other credit card processor or clearinghouse reasonably acceptable to the Administrative Agent.

"Credit Card Receivables" means, collectively, (a) all present and future rights of payment from any Credit Card Issuer, Credit Card Processor or other third party arising from sales of goods or rendition of services to customers who have purchased such goods or services using a credit or debit card and (b) all present and future rights to payment from any Credit Card Issuer, Credit Card Processor or other third party in connection with the sale or transfer of Accounts arising pursuant to the sale of goods or rendition of services to customers who have purchased such goods or services using a credit card or a debit card, including, but not limited to, all amounts at any time due or to become due from any Credit Card Issuer or Credit Card Processor under the Credit Card Agreements or otherwise, in each case above calculated net of prevailing interchange charges.

"Credit Exposure" means, as to any Lender at any time, such Lender's Revolving Exposure at such time.

"Credit Extension" has the meaning specified in Section 4.02.

"Currency Agreement" means, in respect of a Person, any foreign exchange contract, currency swap agreement, futures contract, option contract or other similar agreement as to which such Person is a party or a beneficiary.

"Customer Credit Liabilities" means, at any time, the aggregate remaining balance at such time of outstanding gift certificates, gift cards and merchandise return cards entitling the holder thereof to use all or a portion of the certificate, gift card or merchandise return card to pay all or a portion of the purchase price for any Inventory of a Loan Party.

"Customer Credit Liabilities Reserve" means, as of any date, Reserves in an amount equal to 50% of the Customer Credit Liabilities.

"Daily Simple SOFR" means, for any day, a fluctuating rate of interest, which can change each Business Day, equal to the secured overnight financing rate published on such day (or if the determination date is not a U.S. Government Securities Business Day, then the U.S. Government Securities Business Day immediately prior thereto) by the SOFR Administrator on the SOFR Administrator's Website on its website (or any successor source reasonably satisfactory to the Administrative Agent).

"DDAs" means any checking, savings or other demand deposit, securities or other account that holds cash and Cash Equivalents maintained by any of the Loan Parties. The Administrative Agent or the Lenders shall have no duty to inquire as to the source of the amounts on deposit in the DDAs.

"Debtor Relief Laws" means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, winding-up or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally and including (without limitation) the arrangement provisions of any corporate statute governing any corporation formed under the laws of Canada or any province or territory thereof.

"Debtors" has the meaning specified in the recitals hereto.

"Default" means any event that is, or after notice or the passage of time or both would be, an Event of Default.

"Default Rate" means an interest rate equal to (a) the Base Rate, plus (b) the Applicable Rate plus (c) 2.00% *per annum*; provided that with respect to an Alternative Currency Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan, plus 2.00% *per annum*, in each case to the fullest extent permitted by applicable Laws.

"Defaulting Lender" means any Lender as determined by the Administrative Agent in its reasonable discretion, that (a) has failed to fund any portion of its Loans or participations in Letters of Credit or Swingline Loans in accordance with the terms and conditions of this Agreement within two (2) Business Days of the date required to be funded by it under this Agreement, (b) has notified the Lead Borrower, the Administrative Agent, any Issuing Bank, the Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with

its required funding obligations under this Agreement or required funding obligations under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such confirmation by Administrative Agent and the Lead Borrower, (d) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e)(i) is not solvent, (ii) has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, interim receiver, receiver and manager, monitor, conservator, trustee, custodian or similar official appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or (iii) has become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender or (f) has a parent company or material Subsidiary as to which one of the events in clauses (a) through (f) occurs.

"Deposit Account Control Agreement" means, with respect to a DDA or deposit account, a springing deposit account control agreement, in form and substance that is reasonably satisfactory to the Administrative Agent establishing the Administrative Agent's control (as defined in the UCC or its equivalent under the PPSA) of such DDA or deposit account.

"Dilution" means, as of any date, a percentage, based upon the experience of the 12-month period ending as of the last day of the immediately preceding fiscal month, which is the result of dividing the aggregate amount of (i) credit memos, cash discounts, advertising allowances, other credit adjustments or other non-cash credits with respect to the Loan Parties' Accounts during such period determined consistently with the Loan Parties' accounting practices, by (ii) the Loan Parties' aggregate gross sales with respect to the Loan Parties' Accounts during such period.

"Dilution Reserves" means an amount determined by the Administrative Agent, in its Permitted Discretion, as being sufficient to reduce the advance rate against Eligible Accounts included in the Aggregate Borrowing Base by one percentage point in the aggregate for each percentage point by which Dilution is in excess of 0.0%.

"DIP Term Loan Agent" means Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders under the DIP Term Loan Facility and any successor thereto in such capacities.

"DIP Term Loan Agreement" means that certain Senior Secured Superpriority Priming Debtor-in-Possession Credit Agreement, dated as of the date hereof, among Holdings, the Lead Borrower, the several lenders from time to time parties thereto and the DIP Term Loan Agent.

"DIP Term Loan Facility" means Indebtedness under (a) the DIP Term Loan Agreement and (b) any Refinancing Indebtedness that refunds, replaces (whether upon termination or otherwise) or refinances in whole or in part any such Indebtedness under the Term Loan Agreement from time to time, and including any such Indebtedness secured on a *pari passu* basis therewith.

"DIP Term Loan Obligations" means the "Loan Obligations" (as defined under the DIP Term Loan Agreement).

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures (excluding any maturity as a result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Stock) pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock that is convertible or exchangeable solely at the option of the Lead Borrower or a Restricted Subsidiary); or

(3) is redeemable at the option of the holder of the Capital Stock (other than for Qualified Stock) in whole or in part,

in each case on or prior to the date that is 91 days after the earlier of the date (a) of the Latest Maturity Date or (b) on which there are no Loan Obligations outstanding; provided that only the portion of Capital Stock that so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock; provided, further, that any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Lead Borrower to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (each defined in a substantially similar manner to the corresponding definitions in this Agreement) shall not constitute Disqualified Stock if the terms of such Capital Stock (and all such securities into which it is convertible or for which it is ratable or exchangeable) provide that the Lead Borrower may not repurchase or redeem any such Capital Stock (and all such securities into which it is convertible or for which it is ratable or exchangeable) pursuant to such provision prior to compliance by the Lead Borrower with Section 7.05 and such repurchase or redemption complies with Section 7.06.

"Dividing Person" has the meaning specified in the definition of "Division."

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement pursuant to the Laws of the State of Delaware (or any comparable event under the Laws of any other applicable jurisdiction)), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Division Successor" means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

"Document" has the meaning assigned to such term in the UCC or assigned to the term "Document of Title" in the PPSA, as applicable.

"Dollar" and "$" means the lawful money of the United States.

"Domestic Subsidiary" means any Restricted Subsidiary of Holdings that is a Canadian Subsidiary or a US Subsidiary.

"Dominion Account" means a designated DDA of a Loan Party at Bank of America or its Affiliates or branches or another bank reasonably acceptable to the Administrative Agent, in each case which is subject to a Deposit Account Control Agreement into which the proceeds held in all other applicable DDAs are swept during a Dominion Period.

"Dominion Period" means the period commencing from and after the Closing Date.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Copy" has the meaning specified in Section 10.06.

"Electronic Record" has the meaning specified in 15 U.S.C. §7006.

"Electronic Signature" has the meaning specified in 15 U.S.C. §7006.

"Eligible Accounts" means, at any time, with respect to each Loan Party, the Accounts of such Loan Party; provided that Eligible Accounts shall not include any Account:

(a) which is not subject to a first priority perfected security interest in favor of the Administrative Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent, (ii) a Lien expressly permitted under Sections 7.01(b) through (f), (i), (k), (l), (t), (u), (aa) or (bb) or (iii) a Lien expressly permitted under Section 7.01(a), (z), (uu), (vv) or (r) (to the extent relating to a Lien expressly permitted under Section 7.01(a), (z), (uu) or (vv)), in each case of this clause (iii) which does not have priority over (or equal to) the Lien on such Account in favor of the Administrative Agent;

(c) with respect to which (i) the scheduled due date is more than 120 days after the original invoice date, (ii) is unpaid more than 120 days after the date of the original invoice therefor, (iii) is more than 60 days past due or (iv) which has been written off the books of the Lead Borrower or applicable Loan Party or otherwise designated as uncollectible;

(d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates, other than Accounts arising from customer chargebacks, are ineligible pursuant to clause (c) above;

(e) which is owing by:

(i) an Account Debtor (other than Walmart, Costco, Target, Amazon and any other Investment Grade Account Debtor) to the extent that the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to Loan Parties exceeds 15% of the aggregate amount of Eligible Accounts of all Loan Parties or

(ii) (w) Costco or Target, to the extent that the aggregate amount of Accounts owing from each such Account Debtor and their respective Affiliates to Loan Parties exceeds 30% (or, if any class of non-credit enhanced long term senior unsecured debt is rated lower than B by S&P or B2 by Moody's, 20%) of the net amount of all Eligible Accounts,

(x) solely with respect to Walmart and its Affiliates and Amazon and its Affiliates, to the extent the aggregate amount of Accounts owing from Walmart and its Affiliates or Amazon and its Affiliates to the Loan Parties exceeds 45% (or, if any class of non-credit enhanced long term senior unsecured debt is rated lower than B by S&P or B2 by Moody's, 20%) of the net amount of all Eligible Accounts,

(y) any other Investment Grade Account Debtors which (A) maintains its chief executive office in the U.S. or Canada or (B) is organized under applicable laws of the U.S. or any state of the U.S. or under the applicable laws of Canada or any province or territory of Canada to the extent the aggregate amount of Accounts owing from each such Investment Grade Account Debtor to the Loan Parties exceeds 25% of the net amount of all Eligible Accounts; and

(z) any other Investment Grade Account Debtors which (A) does not maintain its chief executive office in the U.S. or Canada or (B) is not organized under

applicable laws of the U.S. or any state of the U.S. or under the applicable laws of Canada or any province or territory of Canada and that are acceptable to the Administrative Agent in its Permitted Discretion, to the extent the aggregate amount of Accounts owing from each such Investment Grade Account Debtor to the Loan Parties exceeds 10% of the net amount of all Eligible Accounts;

provided, in each case, that any such Account shall be ineligible only to the extent of such excess and the amount of Eligible Accounts that are excluded because they exceed the foregoing percentages shall be determined by the Administrative Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit;

(f) with respect to which any covenant, representation, or warranty contained in this Agreement or in any Security Agreement has been materially breached or is not true in any material respect (or, if qualified by materiality, in all respects);

(g) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation reasonably satisfactory to the Administrative Agent which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon such Loan Party's completion of any further performance, (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis or (vi) relates to payments of interest;

(h) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by such Loan Party;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has currently:

(i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator of its assets,

(ii) has had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator,

(iii) filed, or had filed against it, any request, application or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any Debtor Relief Laws (other than post-petition accounts payable of an Account Debtor that is a debtor-in-possession under the Bankruptcy Code and reasonably acceptable to the Administrative Agent),

(iv) has admitted in writing its inability, or is generally unable to, pay its debts as they become due,

(v) become insolvent, or

(vi) ceased operation of its business,

in each case only to the extent such condition is continuing; provided that

(z) the Administrative Agent may, in its Permitted Discretion, include Accounts from Account Debtors subject to such proceedings if and to the extent that such Accounts are fully covered by credit insurance, letters of credit or other sufficient third-party credit support, or are otherwise deemed by the Administrative Agent not to pose an unreasonable risk of non-collectability, and

(II) Accounts of an Account Debtor subject to such proceedings will be Eligible Accounts so long as (1) such Account Debtor has received "debtor-in-possession" financing reasonably satisfactory in the Permitted Discretion of the Administrative Agent, (2) Accounts of such Account Debtor that are Eligible Accounts may not exceed $5,000,000 in the aggregate (and all such Accounts that are Eligible Accounts in accordance with clause (II) of this proviso may not exceed $15,000,000 in the aggregate), and (3) such Accounts do not remain unpaid more than forty-five (45) days after the original due date shown on the invoice or more than seventy-five (75) days after the original invoice date;

(k) which is owed by any Account Debtor which has sold all or a substantially all of its assets;

(l) which is owed by an Account Debtor which (A) does not maintain its chief executive office in the U.S. or Canada or (B) is not organized under applicable laws of the U.S. or any state of the U.S. under the applicable laws of Canada or any province or territory of Canada unless, in each case, such Account is backed by (1) a Letter of Credit reasonably acceptable to the Administrative Agent which is in the possession of, has been assigned to and is directly drawable by the Administrative Agent or (2) credit insurance or similar credit support reasonably acceptable to the Administrative Agent (in each case, other than, Investment Grade Account Debtors agreed to by the Administrative Agent in its Permitted Discretion pursuant to clause (e)(ii)(z) above; provided, that up to an aggregate amount of $10,000,000 for all such Investment Grade Account Debtors is permitted to be included at any one time);

(m) which is owed in any currency other than Dollars, Canadian Dollars, Australian Dollars, British Pounds Sterling, Euros, any other Alternative Currency or any other foreign currency approved by the Administrative Agent in its Permitted Discretion;

(n) which is owed by (i) a Governmental Authority (or any department, agency, public corporation, or instrumentality thereof) of any country other than the U.S. or Canada unless such Account is backed by a Letter of Credit acceptable to the Administrative Agent which is in the possession of the Administrative Agent, (ii) a Governmental Authority of the U.S., or any department, agency, public corporation, or instrumentality thereof, unless such Account has been assigned to the Administrative Agent in compliance with the Federal Assignment of Claims Act of 1940 (31 U.S.C. § 3727 et seq. and 41 U.S.C. § 15 et seq.) or (iii) a Governmental Authority of Canada, or any department, agency, public corporation, or instrumentality thereof, unless such Account has been assigned to the Administrative Agent in compliance with the Financial Administration Act (Canada) or other applicable law, and in the cases of clauses (ii) and (iii), any other steps necessary or appropriate to perfect the Lien of the Administrative Agent in such Account or permit the Administrative Agent to collect such Account, in each case, have been complied with to the Administrative Agent's reasonable satisfaction;

(o) which is owed by any Affiliate, employee, officer or director of any Loan Party;

(p) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which such Loan Party is indebted, but only to the extent of such indebtedness or is subject to any security, deposit, progress payment, retainage or other similar advance made by or for the benefit of an Account Debtor, in each case to the extent thereof; provided, that no Account that otherwise constitutes an Eligible Account shall be rendered ineligible by virtue of this clause (p) to the extent, but only to the extent, that the Account Debtor's right of setoff is limited by an agreement that is reasonably satisfactory to the Administrative Agent in its Permitted Discretion;

(q) which is subject to any counterclaim, deduction, defense, setoff or dispute but only to the extent of any such counterclaim, deduction, defense, setoff or dispute; provided, that no Account that otherwise constitutes an Eligible Account shall be rendered ineligible by virtue of this clause (q) to the extent that the Account Debtor's right of setoff is limited by an agreement that is reasonably satisfactory to the Administrative Agent in its Permitted Discretion;

(r) which is evidenced by any promissory note, chattel paper, or instrument (unless delivered to the Administrative Agent);

(s) which is owed by an Account Debtor located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit such Loan Party to seek judicial enforcement in such jurisdiction of payment of such Account, unless such Loan Party has filed such report or qualified to do business in such jurisdiction;

(t) with respect to which such Loan Party has made any agreement with the Account Debtor for any reduction thereof, other than discounts and adjustments given in the ordinary course of business, or any Account which was partially paid and such Loan Party created a new receivable for the unpaid portion of such Account; provided, that only the amount of the reduction of any such Account shall be deemed ineligible by virtue of this clause (t);

(u) which does not comply in all material respects with the requirements of all applicable laws and regulations, whether Federal, state, provincial, territorial or local, including without limitation the Federal Consumer Credit Protection Act, the Federal Truth in Lending Act and Regulation Z of the Board;

(v) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates any party other than such Loan Party as payee or remittance party;

(w) which was created on cash on delivery terms;

(x) with respect to which the Account Debtor is a Sanctioned Person;

(y) which the Administrative Agent determines, in its Permitted Discretion, may not be paid by reason of the Account Debtor's inability to pay; or

(z) which comprises an Eligible Credit Card Receivable.

In determining the amount of an Eligible Account, the face amount of an Account may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount or as otherwise taken into account in clause (q) above or in any Reserves then maintained, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that such Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by such Loan Party to reduce the amount of such Account.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 10.04(b)(ii) (subject to such consents, if any, as may be required under subclauses (A), (B) and (C) of Section 10.04(b)(i)).

"Eligible Credit Card Receivable" means all of the Credit Card Receivables of each Loan Party that arise in the ordinary course of their business, that have been earned by performance, that comply in all material respects with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluded criteria set forth below. In determining the amount to be included, Eligible Credit Card Receivables shall be calculated net of customer deposits, unapplied cash, bonding subrogation rights to the extent not cash collateralized, any and all returns, accrued rebates, discounts (which may, in the Administrative Agent's Permitted Discretion, be calculated on shortest terms), credits, allowances or sales or excise taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Eligible Credit Card Receivables shall not include the following:

(a) Credit Card Receivables due from Credit Card Processors or Credit Card Issuers that have been outstanding for more than five (5) Business Days from the date of sale or for such longer period as may be approved by the Administrative Agent in its Permitted Discretion;

(b) Credit Card Receivables due from Credit Card Processors or Credit Card Issuers with respect to which the Loan Parties do not have good, valid and marketable title thereto, free and clear of any Lien, other than (i) a Lien in favor of the Administrative Agent, (ii) a Lien expressly permitted under

Sections 7.01(b) through (f), (i), (k), (l), (t), (u), (aa) or (bb) or (iii) a Lien expressly permitted under Section 7.01(a), (z), (uu), (vv) or (r) (to the extent relating to a Lien expressly permitted under Section 7.01(a), (z), (uu) or (vv)), in each case of this clause (iii) which does not have priority over (or equal to) the Lien on such Credit Card Receivables in favor of the Administrative Agent;

(c) Credit Card Receivables due from Credit Card Processors or Credit Card Issuers that are not subject to a valid and perfected first priority Lien (other than as permitted in clause (b) above) in favor of the Administrative Agent on behalf of the Secured Parties pursuant to the relevant Collateral Documents as provided in the ABL Intercreditor Agreement and the Orders (it being the intent that chargebacks in the ordinary course by such processors shall not be deemed violative of this clause);

(d) Credit Card Receivables due from Credit Card Processors or Credit Card Issuers which are disputed, or with respect to which a claim, counterclaim, offset or chargeback (other than chargebacks in the ordinary course by credit card processors) has been asserted, by the related credit card processor (but only to the extent of such dispute, counterclaim, offset or chargeback);

(e) Credit Card Receivables due from Credit Card Processors or Credit Card Issuers as to which the credit card processor has the right under certain circumstances to require the Loan Parties to repurchase such Credit Card Receivables from such credit card processor;

(f) except as otherwise approved by the Administrative Agent or as otherwise provided in Section 6.19, Credit Card Receivables due from Credit Card Processors or Credit Card Issuers as to which the Administrative Agent has not received a Credit Card Agreement; or

(g) Accounts due from Credit Card Processors or Credit Card Issuers (other than Visa, MasterCard, American Express, Carte Blanche, Diners Club and Discover) which the Administrative Agent determines, in its Permitted Discretion, to be unlikely to be collected.

"Eligible Currency" means any lawful currency other than Dollars that is readily available, freely transferable and convertible into Dollars in the international interbank market available to the Lenders in such market and as to which a USD Equivalent may be readily calculated. If, after the designation by the Lenders of any currency as an Additional Alternative Currency pursuant to Section 1.12, any change in currency controls or exchange regulations or any change in the national or international financial, political or economic conditions are imposed in the country in which such currency is issued, result in, in the reasonable opinion of the Administrative Agent (in the case of any Alternative Currency Loans) or the applicable Issuing Bank (in the case of any Letter of Credit to be denominated in an Alternative Currency), (a) such currency no longer being readily available, freely transferable and convertible into Dollars, (b) a USD Equivalent no longer being readily calculable with respect to such currency, (c) such currency being impracticable for the Lenders to provide or (d) such currency no longer being a currency in which the Required Revolving Lenders are willing to make such Credit Extensions (each of clauses (a), (b), (c) and (d) a "Disqualifying Event"), then the Administrative Agent shall promptly notify the Lenders and the Lead Borrower, and such country's currency shall no longer be an Additional Alternative Currency until such time as the Disqualifying Event(s) no longer exist(s). Within ten (10) Business Days after receipt of such notice from the Administrative Agent, the Borrowers shall repay all Loans in such currency to which the Disqualifying Event applies or convert such Loans into the USD Equivalent of Loans in Dollars, subject to the other terms contained herein.

"Eligible In-Transit Inventory" means at any time, with respect to each Loan Party, Inventory of such Loan Party that (a) is insured, (b) would otherwise constitute Eligible Inventory except that such Inventory has been shipped by a vendor or supplier for receipt by a Loan Party but has not yet been received by such Loan Party and (c) is evidenced by a negotiable bill of lading that designates the Administrative Agent as consignee; provided that up to $10,000,000 of Eligible In-Transit Inventory may be on non-negotiable bills of lading.

"Eligible Inventory" means, at any time, with respect to each Loan Party, the Inventory of such Loan Party; provided that Eligible Inventory shall not include any Inventory:

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent, (ii) a Lien expressly permitted under Sections 7.01(b) through (f), (i), (k), (l), (t), (u), (aa) or (bb) or (iii) a Lien expressly permitted under Section 7.01(a), (z), (uu), (vv) or (r) (to the extent relating to a Lien expressly permitted under Section 7.01(a), (z), (uu) or (vv)), in each case of this clause (iii) which does not have priority over (or equal to) the Lien on such Inventory in favor of the Administrative Agent;

(c) which is, in the Administrative Agent's Permitted Discretion, slow moving, restrictive, custom, obsolete, unmerchantable, defective, unusable, used, unfit for sale, acquired on consignment, or not salable at prices approximating at least the cost of such Inventory in the ordinary course of business;

(d) with respect to which any covenant, representation, or warranty contained in this Agreement or any Security Agreement has been materially breached or is not true in any material respect and which does not conform in all material respects to all standards imposed by any Governmental Authority having regulatory authority over such Inventory;

(e) in which any Person other than a Loan Party shall (i) have any direct or indirect ownership, interest or title to such Inventory or (ii) be indicated on any purchase order or invoice with respect to such Inventory as having or purporting to have an interest therein;

(f) which constitutes raw materials, packaging materials, spare or replacement parts, subassemblies, manufacturing supplies, samples, prototypes, displays or display items, bill-and-hold goods, goods that are returned or marked for return, repossessed goods, defective or damaged goods, goods held on consignment, or goods which are not of a type held for sale in the ordinary course of business (it being understood and agreed that work-in-process Inventory shall not be included in the foregoing and shall not be excluded as Eligible Inventory because of this clause (f); provided that, to the extent work-in-process Inventory constitutes Eligible Inventory, such eligible work-in-process Inventory shall be limited to the lesser of $7,000,000 and total production work-in-process;

(g) which is not located in the U.S. or Canada or is in transit with a common carrier from vendors and suppliers;

(h) which is located in any location leased by the Lead Borrower or such Loan Party in a jurisdiction the laws of which provide that Liens on such Inventory in respect of unpaid rent would be prior to the Liens of the Administrative Agent on such Inventory unless (i) the lessor has delivered to the Administrative Agent a Collateral Access Agreement or (ii) a Reserve for two months of rent, charges and other amounts due or to become due with respect to such facility has been established by the Administrative Agent in its Permitted Discretion;

(i) which is located in any third party warehouse or is in the possession of a bailee or third party processor in a jurisdiction the laws of which provide that Liens on such Inventory in respect of unpaid storage fees or amounts owed to such bailee or third party processor would be prior to the Liens of the Administrative Agent on such Inventory, and is not evidenced by a Document (other than bills of lading to the extent permitted pursuant to clause (g) above), unless (i) such warehouseman, bailee or processor has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may reasonably require or (ii) a Reserve for two months of charges and other amounts due or to become due with respect to such facility has been established by the Administrative Agent in its Permitted Discretion;

(j) which is being processed offsite at a third party location or outside processor, or is in-transit to or from said third party location or outside processor (other than to the extent permitted pursuant to clause (h) or (i) above);

(k) [reserved];

(l) which is the subject of a consignment by any Loan Party as consignor;

(m) which is perishable;

(n) which contains or bears any Intellectual Property rights licensed to any Loan Party (other than by another Loan Party), or owned or otherwise used by a Loan Party, unless the Administrative Agent, in its Permitted Discretion, is reasonably satisfied that (A) it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor or owner of such Intellectual Property, (ii) violating any contract with such licensor or owner or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement (in which, case a Reserve may be established for such payments) or (B) it would have rights under such license reasonably satisfactory to the Administrative Agent, to sell such Inventory in connection with a liquidation thereof;

(o) which is not reflected in a current perpetual inventory report of such Loan Party;

(p) for which reclamation rights have been asserted by the seller until such Inventory is in the seller's possession;

(q) which is subject to any retention of title claim;

(r) which is the portion of Eligible Inventory that represents intercompany profit; or

(s) to the extent that the value of such Eligible Inventory is increased due to favorable capitalized variance adjustments or standard costs revaluations (but only to the extent of such increase).

"Eligible Raw Material Inventory" means, at any time, Inventory consisting of raw materials which the Administrative Agent determines in its Permitted Discretion, following consultation with the Lead Borrower (but without any requirement for the Lead Borrower's consent), is eligible for inclusion in the applicable Borrowing Base.

"Eligible Retail Finished Goods Inventory" means Inventory of any Loan Party consisting solely of finished goods held for retail sale in the ordinary course of business, which satisfies all of the criteria for Eligible Inventory but for the fact that it is retail finished goods.

"Environment" means ambient air, indoor air, surface water, groundwater, drinking water, land surface, sediments, and subsurface strata & natural resources such as wetlands, flora and fauna.

"Environmental Law" means any applicable federal, state, local or foreign Laws relating to pollution or the protection of the Environment or human health or safety in relation to exposure to Hazardous Materials, as well as laws or regulations relating to Hazardous Materials.

"Environmental Liability" means any liability, obligation, loss, claim, action, suit, order or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Loan Party or any of their respective Subsidiaries directly or indirectly arising from, resulting from or based upon (i) actual or alleged violation of any Environmental Law, (ii) the generation, use, handling, transportation, storage or treatment of any Hazardous Materials, (iii) exposure to any Hazardous Materials, (iv) the Release or threatened Release of any Hazardous Materials or (v) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is under common control with any Loan Party and is treated as a single employer within the meaning of Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(m) or (o) of the Code.

"ERISA Event" means (i) a Reportable Event with respect to a Pension Plan; (ii) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as

such a withdrawal under Section 4062(e) of ERISA; (iii) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan, notification of any Loan Party or ERISA Affiliate concerning the imposition of Withdrawal Liability or notification that a Multiemployer Plan is insolvent within the meaning of Title IV of ERISA or, is in endangered or critical status, within the meaning of Section 305 of ERISA; (iv) the receipt by any Loan Party or ERISA Affiliate from the PBGC or plan administrator of a notice of intent to terminate, the treatment of a plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (v) an event or condition which would reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (vi) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate; (vii) a determination that any Pension Plan is in "at-risk" status (within the meaning of Section 303(i)(4)(A) of ERISA or Section 430(i)(4)(A) of the Code); (viii) with respect to a Pension Plan, the failure to satisfy the minimum funding standard of Section 412 of the Code and Section 302 of ERISA, whether or not waived; or (ix) the failure to make by its due date a required contribution to a Pension Plan under Section 430(j) of the Code or the failure to make a required contribution to a Multiemployer Plan.

"Escrow Debt" means Indebtedness incurred in connection with any transaction permitted hereunder for so long as proceeds thereof have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of such proceeds to finance such transaction.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"EURIBOR" has the meaning assigned to such term in in clause (a) of the definition of Alternative Currency Term Rate.

"Euro" or "€" means the single currency of participating member states of the economic and monetary union in accordance with the Treaty of Rome 1957, as amended by the Single European Act 1986, the Maastricht Treaty of 1992 and the Amsterdam Treaty of 1998.

"Event of Default" has the meaning specified in Section 8.01.

"Exchange Act" means the Securities Exchange Act of 1934, and the rules and regulations of the SEC promulgated thereby.

"Exchange Rate" means, for any currency on any Revaluation Date or any other relevant date of determination, (a) the rate of exchange for the purchase of Dollars with the Alternative Currency last provided (either by publication or otherwise provided to the Administrative Agent or the Issuing Bank, as applicable) by the applicable Bloomberg source (or such other publicly available source for displaying exchange rates) on date that is two (2) Business Days immediately preceding the Revaluation Date or other date of determination (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent or the Issuing Bank, as applicable using any method of determination it deems appropriate in its sole discretion) and (b) if such amount is denominated in any other currency, the rate of exchange for the purchase of such amount in Dollars as determined by the Administrative Agent or the Issuing Bank, as applicable, using any method of determination it deems appropriate in its sole discretion. Any determination by the Administrative Agent or the Issuing Bank pursuant to clauses (a) or (b) above shall be conclusive absent manifest error.

"Excluded Accounts" means:

(i) any deposit account, securities account, commodities account or other account of any Loan Party (and all cash, Cash Equivalents and other securities or investments held therein) exclusively used to hold funds in trust for the benefit of third parties for all or any of the following purposes: (A) payroll, healthcare and other employee wage and benefits, (B) taxes, including any tax account or sales tax account, (C) any escrow, defeasance or redemption account or (D) any fiduciary or trust account,

(ii) zero balance disbursements accounts,

(iii) [reserved], and

(iv) the DIP Proceeds Account (as defined in the DIP Term Loan Agreement) solely to the extent maintained by the Lead Borrower to solely contain identifiable proceeds of the Final Loan Amount (as defined in the DIP Term Loan Agreement).

"Excluded Hedging Obligation" means, with respect to any Guarantor, any Hedging Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Hedging Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Hedging Obligation. If a Hedging Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Hedging Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"Excluded Property" means the following:

(a) [reserved];

(b) (x) any Equity Interests of a Person that is not a Borrower or a Wholly-Owned Subsidiary of the Lead Borrower to the extent that a pledge of such Equity Interests is prohibited by such Person's Organization Documents or would trigger termination pursuant to any "change of control" or similar provision pursuant to the terms of such Person's Organization Documents (it being understood that no Loan Party shall be required to seek the consent of third parties thereunder) and (y) any Equity Interests constituting "margin stock" (as defined in Regulation U);

(c) [reserved];

(d) unless otherwise permitted pursuant to the Bankruptcy Code, any property to the extent and for so long as the grant of a security interest therein would violate applicable Law or which would require governmental (including regulatory) consent, approval, license or authorization to provide such security interest (to the extent such consent, approval, license or authorization has not been obtained (it being understood that no Loan Party shall be required to obtain any such consent, approval, license or authorization));

(e) any right, title or interest in any general intangible, permit, license, lease, contract or other agreement or any property or right subject thereto (including pursuant to a purchase money security interest, Capitalized Lease Obligation or similar arrangement permitted pursuant to this Agreement), in each case to the extent and for so long as the grant of security interest therein constitutes a breach of or default that would be enforceable after giving effect to the automatic stay under Section 362 of the Bankruptcy Code and is under, or results in the termination of or requires a consent not obtained under, any such permit, contract, lease, license or other agreement, or results in the invalidation of such property or provides any party to such contract, lease, license or agreement with a right of termination (in each case, after giving effect to the Orders and Sections 9-406, 9-407, 9-408 and 9-409 of the UCC (or equivalent under the PPSA); provided that, this exclusion shall in no way be construed to limit, impair or otherwise affect Collateral Agent's unconditional continuing security interests in and Liens upon any rights or interests of any Loan Party in or to monies due or to become due to any Loan Party under any such lease, contract, license or license agreement;

(f) any "intent-to-use" applications for trademarks or service marks filed in the United States Patent and Trademark Office ("USPTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any such application or registration issuing from such application under applicable federal laws;

(g) any Excluded Account described in clause (i) or (ii) of the definition thereof;

(h) any owned or leased Real Property;

(i) any governmental or regulatory license or state or local franchise, charter, consent, permit or authorization to the extent the granting of a security interest therein is prohibited or restricted thereby or by applicable Law to the extent such prohibition is enforceable on and after the Petition Date;

(j) [reserved];

(k) [reserved];

(l) [reserved];

(m) [reserved];

(n) any asset if either (A) granting a security interest in such asset would reasonably be expected to result in material adverse tax consequences (after taking into account NOLs) or adverse regulatory consequences to the Lead Borrower or any of its Restricted Subsidiaries or Parent Entities to the extent such consequences would be enforceable on and after the Petition Date (provided that, this clause (n) shall not apply to any adverse tax consequences, burden, or cost under Section 956 of the Code with respect to any pledge of the stock of any Canadian Subsidiary or (without prejudice to the limitation under clause (b)) any assets directly owned by any Canadian Subsidiary);

(o) assets excluded based on the Collateral and Guarantee Requirement;

(p) [reserved];

(q) proceeds and products of any and all of the foregoing Excluded Property described in clauses (a) through (p) above only to the extent such proceeds and products would constitute property or assets of the type described in clauses (a) through (p) above; and

(r) any Consigned Precious Metals to the extent not purchased and paid for by the applicable Loan Party pursuant to the terms of the applicable Precious Metals Lease (or related agreement) and, in each case, to the extent (i) subject to a Permitted Lien in favor of the consignor of such Consigned Precious Metals to secure the applicable Loan Party's obligations under a Precious Metals Lease and (ii) subject to a Precious Metals Acknowledgment Letter ("Consigned Precious Metals Collateral") and the proceeds thereof; provided, however, that any proceeds of Consigned Precious Metals (including insurance proceeds) constituting Consigned Precious Metals Collateral shall only constitute Excluded Property to the extent of the value of the Consigned Precious Metal attributable to such proceeds (with the value of the Consigned Precious Metal to be determined in accordance with the terms of the applicable Precious Metals Lease);

provided, however, that in each case described in clauses (a), (d), (e) and (i) of this definition, such property shall constitute "Excluded Property" only to the extent and for so long as such permit, contract, lease, license, franchise, charter, consent, permit, authorization or other agreement or applicable Law validly prohibits the creation of a Lien on such property in favor of the Collateral Agent (in each case, after giving effect to the Orders, Sections 9-406, 9-407, 9-408 and 9-409 of the UCC (or similar provisions of the PPSA, if applicable) or any other applicable Law) and, upon the termination of such prohibition (howsoever occurring), such property shall cease to constitute "Excluded Property" (with no requirement to obtain the consent of any Governmental Authority or third party, including, without limitation, no requirement to comply with the Federal Assignment of Claims Act or any similar statute in the United States or Canada).

"Excluded Subsidiary" means, except as contemplated by Section 6.16, (a) any Foreign Subsidiary, (b) [reserved], (c) any Foreign Subsidiary Holding Company, and (d) each Domestic Subsidiary that is a direct or indirect Subsidiary of a Foreign Subsidiary that is a CFC. Notwithstanding the foregoing or any other provision of the Loan Documents, (x) a non-U.S. intermediate holding subsidiary (if any) of the Lead Borrower through which the Lead Borrower owns its primary subsidiaries in Canada (a "Primary Canadian Subsidiary Holdco") shall also provide

a guarantee subject to the terms that apply to a Canadian Loan Party and (y) no Domestic Subsidiary that guarantees, or is a borrower under, the DIP Term Loan Agreement shall constitute an Excluded Subsidiary.

"Excluded Taxes" means, with respect to any Recipient, (i) Taxes imposed on or measured by such Recipient's net income or branch profits (however denominated, and including (for the avoidance of doubt) any backup withholding in respect thereof under Section 3406 of the Code or any similar provision of state, local or foreign Law), and franchise (and similar) Taxes imposed on it (in lieu of net income Taxes), in each case by a jurisdiction (including any political subdivision thereof) as a result of such Recipient being organized in, having its principal office in, or in the case of any Lender, having its applicable Lending Office in, such jurisdiction, or as a result of any other present or former connection of such Recipient with the jurisdiction imposing such Taxes (other than any such connection arising solely from this Agreement or any other Loan Documents or any transactions contemplated thereunder), (ii) in the case of a Lender, except in the case of a Lender that is an assignee pursuant to a request by the Lead Borrower under Section 2.19, any U.S. federal withholding Tax imposed on any payment by or on account of any obligation of any Loan Party hereunder or under any other Loan Document that is required to be imposed on amounts payable to such Recipient pursuant to Laws in force at the time such Lender becomes a party hereto (or designates a new Lending Office), except to the extent that (A) such Lender is an assignee of any other Lender that was entitled, immediately prior to such assignment or acquisition, to receive additional amounts from any Loan Party with respect to such withholding Tax pursuant to Section 2.17(a), or (B) such Lender was entitled, immediately prior to the designation of a new Lending Office, to receive additional amounts from any Loan Party with respect to such withholding Tax pursuant to Section 2.17(a), (iii) any Canadian federal withholding tax imposed under Part XIII of the *Income Tax Act* (Canada) as a result of the Recipient not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with any Canadian Loan Party, except where the non-arm's length relationship arises as a result of such Recipient having executed, delivered, become party to, performed obligations or received payments under, received or perfected a Lien or engaged in any other transaction pursuant to, enforced, or sold or assigned an interest in, any Loan or Loan Document, (iv) any withholding Tax that is attributable to such Recipient's failure to comply with Section 2.17(e) or (v) any withholding Tax imposed pursuant to FATCA.

"Existing Letters of Credit" means the letters of credit identified on Schedule 1.01(d).

"Facility" means the Tranche A Revolving Commitments, the Tranche B-1 Revolving Commitments and Tranche B-2 Revolving Commitments, or a given Class of Incremental Commitments, as the context may require, and in each case, the Loans made from time to time on account of such Class of Commitments, and "Facilities" means, any two or more of them, collectively.

"fair market value" means, with respect to any asset or liability, the fair market value of such asset or liability as determined by the Lead Borrower in good faith.

"FATCA" means Sections 1471 through 1474 of the Code as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Rate" means, for any day, the rate *per annum* calculated by FRBNY based on such day's federal funds transactions by depository institutions (as determined in such manner as FRBNY shall set forth on its public website from time to time) and published on the next succeeding Business Day by FRBNY as the federal funds effective rate; provided that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Letters" means (a) the Fee Letter, dated as of the date hereof, by and between the Lead Borrower and Bank of America, as amended, amended and restated, supplemented or other-wise modified from time to time, and (b) that certain letter agreement, dated as of June [8][3], 2023, by and between the Lead Borrower and FTI Consulting, Inc., as financial advisor to the Administrative Agent.

[3] FTI/Skadden to confirm and update.

"Final Order" means an order of the Bankruptcy Court in substantially the form of the Interim Order granting the relief provided in the Interim Order on a final basis, with any changes thereto that are satisfactory to the Administrative Agent (with the consent of the Required Revolving Lenders) in its sole and absolute discretion.

"Final Order Entry Date" means the date on which the Final Order is entered by the Bankruptcy Court.

"Financial Officer" of any person means the Chief Financial Officer or an equivalent financial officer, principal accounting officer, Treasurer, Assistant Treasurer or Controller of such person.

"Floor" means, (i) with respect to BBSY, the Canadian Prime Rate, the CDOR Rate, EURIBOR and Term SOFR, 0.0% per annum and (ii) for any other benchmark rate, the floor, if any, provided in this Agreement (as of the execution of a modification, amendment or renewal of this Agreement or otherwise) in respect thereof.

"Foreign Availability Assets" has the meaning specified in Section 6.16.

"Foreign Benefit Event" means, with respect to any Foreign Pension Plan, (i) the existence of unfunded liabilities in excess of the amount permitted under any applicable Requirements of Law or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (ii) the failure to make the required contributions or payments under any applicable Requirements of Law on or before the due date for such contributions or payments, (iii) the receipt of a notice from a Governmental Authority relating to its intention to terminate in whole or in part any such Foreign Pension Plan or to appoint a trustee or similar official to administer any such Foreign Pension Plan, or alleging the insolvency of any such Foreign Pension Plan, (iv) the incurrence of any liability by any Loan Party or any Subsidiary under any applicable Requirements of Law on account of the complete or partial termination of such Foreign Pension Plan or the complete or partial withdrawal of any participating employer therein, (v) the occurrence of any transaction that is prohibited under any applicable Requirements of Law and that would reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary or (vi) the imposition on any Loan Party or any Subsidiary of, any fine, excise tax or penalty resulting from any noncompliance with any applicable Requirements of Law.

"Foreign Lender" means any Lender that is not a United States person within the meaning of Section 7701(a)(30) of the Code.

"Foreign Pension Plan" means any pension plan, fund (including, without limitation, any superannuation fund) or other similar program established, maintained or contributed to outside the United States or Canada by any Loan Party or any Subsidiary for their respective employees residing outside the United States or Canada (other than any plans, funds, or other similar programs that are maintained exclusively by a Governmental Authority), which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA.

"Foreign Subsidiary" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means any Domestic Subsidiary that has no material assets other than Capital Stock of one or more Foreign Subsidiaries that are CFCs.

"FRBNY" means the Federal Reserve Bank of New York.

"Fronting Exposure" means a Defaulting Lender's LC Exposure, Swingline Exposure and Protective Advance Participation, except to the extent (x) cash collateralized by the Defaulting Lender by the delivery of cash to the Administrative Agent, as security for the payment of such Lender's LC Exposure, in an amount equal to 103% of such LC Exposure or (y) allocated to other Lenders hereunder.

"Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"Funding Account" means the deposit account(s) of any Borrower to which the Administrative Agent and the Lenders are authorized by such Borrower, by advance written notice provided to the Administrative Agent by such Borrower, to transfer the proceeds of any Borrowings by such Borrower requested or authorized pursuant to this Agreement.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession. All computations based on GAAP contained in this Agreement will be computed in conformity with GAAP, except that in the event the Lead Borrower is acquired in a transaction in which purchase accounting is applied to the financial statements of the Lead Borrower, the effects of the application of purchase accounting in such instance shall be disregarded in the calculation of such computations.

"GAAP Reserves" means an amount determined by the Administrative Agent, in its Permitted Discretion, as being appropriate to reflect any GAAP balance sheet reserves in excess of the aggregate amount of the Reserves hereunder (other than GAAP Reserves).

"General Partner" has the meaning specified in the definition of "Indebtedness."

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

"guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term "guarantee" will not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning.

"Guarantor" means Holdings, each Borrower (other than as to its own obligations), each Subsidiary Guarantor and any other Person that becomes a Guarantor in accordance with the terms of this Agreement.

"Guaranty" means (i) the guaranty made by Holdings, each Borrower (other than as to its own obligations) and Subsidiary Guarantors that are Loan Parties in favor of the Administrative Agent on behalf of the Secured Parties, substantially in the form of Exhibit E and (ii) each other guaranty and guaranty supplement delivered by a Loan Party pursuant to Section 6.11 and "Guaranties" means any two or more of them, collectively.

"Hazardous Materials" means any pollutant, contaminant, waste, substance, constituent or material regulated or which can give rise to liability pursuant to any Environmental Law, including, without limitation, any asbestos, any petroleum or petroleum products, any radioactive substance or any polychlorinated biphenyls.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement.

"Holdings" has the meaning specified in the preamble hereto.

"In-Transit Inventory" means Inventory of such Loan Party that would otherwise constitute Eligible Inventory except that such Inventory has been shipped by a vendor or supplier for receipt by a Loan Party but has not yet been received by such Loan Party.

"Incremental Amendment" has the meaning specified in Section 2.09(e).

"Incremental Amount" means $0.

"Incremental Commitments" has the meaning specified in Section 2.09(e).

"Incremental Lender" has the meaning specified in Section 2.09(e).

"Incremental Loans" means any Loans made pursuant to a Commitment Increase.

"Incur" means issue, create, assume, guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at the time such person becomes a Restricted Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Person at the time it becomes a Restricted Subsidiary; and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing.

"Indebtedness" means, with respect to any Person on any date of determination (without duplication):

(1) the principal of and premium (if any) in respect of indebtedness of such Person for borrowed money;

(2) the principal of and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) the principal component of all obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (including reimbursement obligations with respect thereto except to the extent such reimbursement obligation relates to a trade payable or similar obligation to a trade creditor in each case incurred in the ordinary course of business);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except (i) trade payables and liabilities accrued in the ordinary course of business and (ii) any earn out obligation or purchase price adjustment until such obligation (x) becomes a liability on the statement of financial position or balance sheet (excluding the footnotes thereto) in accordance with GAAP and (y) has not been paid within sixty (60) days after becoming due and payable), which purchase price is due more than six (6) months after the date of placing such property in service or taking delivery and title thereto;

(5) Capitalized Lease Obligations of such Person;

(6) the principal component or liquidation preference of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock of the Lead Borrower or a Restricted Subsidiary or Preferred Stock of a Subsidiary that is not a Subsidiary Guarantor (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided, however, that the amount of such Indebtedness will be the lesser of (a) the fair market value of such asset at such date of determination and (b) the amount of such Indebtedness of such other Persons;

(8) the principal component of Indebtedness of other Persons to the extent guaranteed by such Person;

(9) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such Person at such time); and

(10) to the extent not otherwise included in this definition, the principal amount of any Indebtedness outstanding in connection with a securitization transaction in the amount of obligations outstanding under the legal documents entered into as part of such securitization that would be characterized as principal on any date of determination if such securitization transaction were structured as a secured lending transaction.

The amount of Indebtedness of any Person at any date will be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at such date; provided that contingent obligations arising in the ordinary course of business and not in respect of borrowed money shall be deemed not to constitute Indebtedness. Notwithstanding the foregoing, (a) money borrowed and set aside at the time of the Incurrence of any Indebtedness in order to pre-fund the payment of interest on such Indebtedness shall not be deemed to be "Indebtedness"; provided that such money is held to secure the payment of such interest, (b) any obligations or indebtedness arising out of, or in connection with, any Permitted Precious Metals Lease shall not be deemed to be Indebtedness and (c) any obligations or indebtedness arising out of, or in connection with, any "lease liabilities" as set forth on the Lead Borrower's consolidated balance sheet shall not be deemed to be Indebtedness (unless constituting Capitalized Lease Obligations). For purposes of clarity and avoidance of doubt, any joint and several Tax liabilities arising by operation of consolidated return, fiscal unity or similar provisions of applicable law shall not constitute Indebtedness for purposes hereof.

In addition, "Indebtedness" of any Person shall include Indebtedness described in the preceding paragraphs that would not appear as a liability on the balance sheet of such Person if:

(1) such Indebtedness is the obligation of a partnership or Joint Venture that is not a Restricted Subsidiary;

(2) such Person or a Restricted Subsidiary of such Person is a general partner of the Joint Venture (a "General Partner"); and

(3) there is recourse, by contract or operation of law, with respect to the payment of such Indebtedness to property or assets of such Person or a Restricted Subsidiary of such Person; and then such Indebtedness shall be included in an amount not to exceed:

(a) the lesser of (i) the net assets of the General Partner and (ii) the amount of such obligations to the extent that there is recourse, by contract or operation of law, to the property or assets of such Person or a Restricted Subsidiary of such Person; or

(b) if less than the amount determined pursuant to clause (a) immediately above, the actual amount of such Indebtedness that is recourse to such Person or a Restricted Subsidiary of such Person, if the Indebtedness is evidenced by a writing and is for a determinable amount.

"Indemnified Taxes" means all Taxes imposed on or with respect to, or measured by, any payment by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, other than Excluded Taxes or Other Taxes.

"Indemnitee" has the meaning specified in Section 10.03(b).

"Intellectual Property" has the meaning assigned to such term in the Security Agreements.

"Intellectual Property Security Agreements" means, collectively, all Copyright Security Agreements, Patent Security Agreements and Trademark Security Agreements substantially in the form of Exhibits 3A, 3B, 3C or 3D attached to the US Security Agreement or the Canadian Security Agreement, as applicable, between the Collateral Agent and the Loan Parties party thereto, in each case as amended, supplemented or otherwise modified.

"Interest Election Request" means a request by any Borrower to convert or continue a Revolving Borrowing in accordance with Section 2.08, which shall be substantially in the form of Exhibit A or such other form as approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the applicable Borrower.

"Interest Payment Date" means, (a) as to any Term Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided, however, that if any Interest Period for a Term Rate Loan exceeds three (3) months, the respective dates that fall every three (3) months after the beginning of such Interest Period shall also

be Interest Payment Dates and (b) as to any Base Rate Loan (including any Swingline Loan), Canadian Prime Rate Loan, and any Alternative Currency Daily Rate Loan, the first calendar day of January, April, July and October (but if such calendar day is not a Business Day, the next succeeding Business Day) and the Maturity Date of the Facility under which such Loan was made.

"Interest Period" means as to each Term Rate Loan, the period commencing on the date such Term Rate Loan is disbursed or converted to or continued as a Term Rate Loan and ending on the date that is one (1), two (2) (for a Term Rate Loan based on the CDOR Rate), three (3) or (other than a Term Rate Loan based on the CDOR Rate) six (6) months thereafter (in each case, subject to availability for the interest rate applicable to the relevant currency), as selected by the applicable Borrower in its loan notice; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made.

For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interest Rate Agreement" means with respect to any Person any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement as to which such Person is party or a beneficiary.

"Interim Order" means an order of the Bankruptcy Court approving the Loan Documents on an interim basis and in the form attached hereto as Exhibit I, with any changes to such form or amendments, supplements or other modifications as are satisfactory to the Required Revolving Lenders in their sole and absolute discretion. For the avoidance of doubt, on the Closing Date, all references to the Interim Order shall be to that certain [Interim Order (I) Authorizing the Debtors (A) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, 364, 503, 506(c) and 507(b), (III) Scheduling Final Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) and (IV) Granting Related Relief entered in the Cases at Docket No. [●].

"Interim Order Entry Date" means the date on which the Interim Order is entered by the Bankruptcy Court.

"Intermediate Parent" means any Subsidiary of Holdings of which the Lead Borrower is a Subsidiary.

"Inventory" has the meaning assigned to such term in the UCC or PPSA, as applicable.

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan (other than advances or extensions of credit to customers in the ordinary course of business) or other extensions of credit (including by way of guarantee or similar arrangement, but excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person and all other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment, plus the cost of any addition thereto that otherwise constitutes an Investment, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto, but giving effect to any repayments

of principal in the case of any Investment in the form of a loan and any return of capital or return on Investment in the case of any equity Investment (whether as a distribution, dividend, redemption or sale). Notwithstanding the foregoing, none of the following will be deemed to be an Investment:

(1) Hedging Obligations entered into in the ordinary course of business and in compliance with this Agreement;

(2) endorsements of negotiable instruments and documents in the ordinary course of business;

(3) an acquisition of assets, Capital Stock or other securities by the Lead Borrower or a Subsidiary for consideration to the extent such consideration consists of Common Stock of Holdings; and

(4) the entry into, and any obligations arising out of or in connection with, any Permitted Precious Metals Lease.

For purposes of Section 7.06,

(1) [reserved];

(2) any property transferred to or from an Unrestricted Subsidiary will be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Lead Borrower; and

(3) if the Lead Borrower or any Restricted Subsidiary sells or otherwise disposes of any Voting Stock of any Restricted Subsidiary such that, after giving effect to any such sale or disposition, such entity is no longer a Subsidiary of the Lead Borrower, the Lead Borrower shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Capital Stock of such Subsidiary not sold or disposed of.

"Investment Grade Account Debtors" means all Account Debtors which have a credit rating of "BBB-" or better by S&P or "Baa3" or better by Moody's.

"Investment Grade Eligible Accounts" means Eligible Accounts where the Account Debtor is an Investment Grade Account Debtor.

"IRS" means the United States Internal Revenue Service.

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

"ISP" means the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time).

"Issuing Bank" means, as the context may require, (a)[(i) Bank of America, N.A., (ii) PNC Bank, National Association, (iii) Bank of Montreal, (iv) Royal Bank of Canada and (v) Citibank, N.A., each in its capacity as the issuer of Letters of Credit hereunder, and in each case its successors in such capacity as provided in Section 2.06(i) or, subject to the Administrative Agent's consent (not to be unreasonably withheld or delayed), any other Lender that upon request by the Lead Borrower consents to be an Issuing Bank hereunder [and (b) with respect to the Existing Letters of Credit, [●] and [●]]. Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Joint Venture" means any Person, other than an individual or a Subsidiary of the Lead Borrower, (i) in which the Lead Borrower or a Restricted Subsidiary holds or acquires an interest (whether by way of Capital Stock or otherwise) and (ii) which is engaged in a Related Business.

"Judgment Currency" has the meaning specified in Section 10.18(b).

"Junior Financing" has the meaning specified in Section 7.15.

"Last-Out Tranche" means the Tranche B-1 Revolving Commitments and the Tranche B-2 Revolving Commitments and any other tranche of Incremental Commitments that is established pursuant to Section 2.09(e), with respect to which Loans incurred thereunder shall rank junior in right of payment to the Tranche A Revolving Loans and will be subject to the same Borrowing Base and other terms applicable to the Tranche A Revolving Loans, except as otherwise permitted under Section 2.09(e).

"Latest Maturity Date" means, at any date of determination, the latest Maturity Date applicable to any Loan or Commitment hereunder at such time, including the latest maturity date of any Tranche A Revolving Commitments, Tranche B Revolving Commitments, or any Incremental Loans, in each case as extended in accordance with this Agreement from time to time.

"Laws" means, collectively, all international, foreign, federal, state, provincial, territorial, municipal and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directives, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"LC Collateral Account" has the meaning specified in Section 2.06(k).

"LC Commitment" means the commitment of the Issuing Banks to issue Letters of Credit, which on the Closing Date shall be equal to (a) with respect to Bank of America, N.A., $9,000,000, (b) with respect to PNC Bank, National Association, $6,600,000, (c) with respect to Bank of Montreal, $6,600,000, (d) with respect to Royal Bank of Canada, $6,600,000 and (e) with respect to Citibank, N.A., $1,200,000. Any Issuing Bank may agree to increase its LC Commitment at the request of the Lead Borrower without the consent of any other party hereto.

"LC Disbursement" means a payment made by the applicable Issuing Bank pursuant to a Letter of Credit.

"LC Documents" means all documents, instruments and agreements (including requests and applications) delivered by any Borrower or other Person to any Issuing Bank or the Administrative Agent in connection with a Letter of Credit.

"LC Exposure" means, at any time, the sum of the USD Equivalent of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the applicable Borrower at such time. The LC Exposure of any Revolving Lender at any time shall be its Tranche A Applicable Percentage of the total LC Exposure at such time. The LC Exposure of any Issuing Bank at any time shall be the LC Exposure with respect to Letters of Credit issued by such Issuing Bank.

"Lead Borrower" has the meaning specified in the preamble hereto.

"Lease" means any agreement pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

"Lenders" means each Revolving Lender listed on the Commitment Schedule from time to time, each Eligible Assignee that becomes a Lender pursuant to Section 10.04(b), each Incremental Lender, each Additional Lender and their respective permitted successors, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Lending Office" means with respect to any Lender, the "Lending Office" of such Lender (or of an Affiliate of such Lender) designated in such Lender's Administrative Questionnaire or in any applicable Assignment and Assumption pursuant to which such Lender became a Lender hereunder or such other office of such Lender (or of an Affiliate of such Lender) as such Lender may from time to time specify to the Administrative Agent and the Lead Borrower as the office by which its Loans are to be made and maintained.

"Letter of Credit" means, collectively (a) each Existing Letter of Credit, (b) each letter of credit issued pursuant to this Agreement and (c) bank guarantees, bankers' acceptances and similar documents and instruments; provided that no Issuing Bank shall have any obligation to issue any commercial Letter of Credit or any document or instrument described under hereunder in excess of its LC Commitment without its consent; provided, further, that no Issuing Bank shall have any obligation to issue any Letter of Credit described under clause (c) of this definition without its consent.

"Lien" means, with respect to any asset, (a) any mortgage, pledge, hypothecation, deed of trust, security interest, lien, charge or similar monetary encumbrance in or on such asset and (b) the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement relating to such asset; provided that in no event shall an operating lease or an agreement to sell be deemed to be a Lien.

"Line Cap" means, as of any date of determination, an amount equal to the lesser of (i) the Aggregate Commitments then in effect and (ii) the Aggregate Borrowing Base at such time, as determined from the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 6.01(e).

"Loan Documents" means, collectively, (i) this Agreement and any promissory notes issued pursuant to this Agreement, (ii) the Guaranties, (iii) the ABL Intercreditor Agreement and any other intercreditor agreement entered into in accordance with the terms of this Agreement, (iv) the Fee Letters, (v) the Collateral Documents (including the Orders), (vi) any Incremental Amendment and (vii) any other document or instrument designated in writing by the Lead Borrower and the Administrative Agent as a "Loan Document".

"Loan Obligations" means all unpaid principal, interest (including any interest and fees accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), premium, penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities of the Loan Parties to the Lenders or the Agents, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities of the Loan Parties payable in respect of the Loans and Letters of Credit or otherwise arising under the Loan Documents.

"Loan Parties" means, collectively, (i) the Borrowers, (ii) Holdings and (iii) each other Guarantor.

"Loans" means the loans and advances made by the Lenders pursuant to this Agreement, including Tranche A Revolving Loans, Swingline Loans, Protective Advances and Tranche B Revolving Loans.

"Material Adverse Effect" means (i) a material adverse effect on the business, results of operations or financial condition of the Lead Borrower and its Subsidiaries, taken as a whole (other than as customarily occurs as a result of the events leading up to and following the commencement of the Cases), (ii) a material adverse effect on the ability of the Loan Parties (taken as a whole) to perform their respective obligations under the Loan Documents or (iii) a material adverse effect on the rights and remedies (taken as a whole) of the Lenders and the Agents under the Loan Documents.

"Maturity Date" means the earliest to occur of: (a) the Scheduled Termination Date with respect to the applicable Facility, (b) the Consummation Date, (c) the consummation of a sale of all or substantially all of the assets of the Borrower and the Guarantors under section 363 of the Bankruptcy Code, (d) the date the Bankruptcy Court orders the conversion of the Cases to a Chapter 7 liquidation or the dismissal of the Cases or the appointment of a trustee or examiner with expanded power in the Cases, (e) the acceleration of the Loans and the termination of the Commitments with respect to the applicable Facility in accordance with this Agreement, (f) the date on which either the Final Order, the Interim Order or any other material Loan Document is revoked, vacated, suspended, or challenged by any Debtor and (g) the Maturity Date under and as defined in the DIP Term Loan Agreement, and in each case if such day is not a Business Day, the next succeeding Business Day.

"Maximum Rate" has the meaning specified in Section 10.09.

"Milestones" shall have the meaning set forth in Section 6.22.

"Modification" means any amendment, supplement, extension, approval, consent, waiver, change or other modification of or under a Loan Document, including any waiver of a Default or Event of Default.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001 (a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, or in the past six (6) years has made or been obligated to make contributions.

"NOLV Percentage" means the net orderly liquidation value of Inventory, expressed as a percentage of the value of such Inventory (carried at the lower of cost or market value), expected to be realized at an orderly, negotiated sale held within a reasonable period of time, net of all liquidation expenses, as determined from the most recent appraisal of the Loan Parties' Inventory performed by an appraiser and on terms satisfactory to the Administrative Agent in its Permitted Discretion; provided that the liquidation percentages in the high season for purposes of determining the NOLV Percentage shall not be effective until the Administrative Agent receives an inventory appraisal in form and substance satisfactory to the Administrative Agent after the Closing Date.

"Non-Bank Certificate" has the meaning specified in Section 2.17(e)(ii)(B)(3).

"Non-Consenting Lender" has the meaning specified in Section 2.19(b).

"Non-Guarantor Restricted Subsidiary" means any Restricted Subsidiary that is not a Subsidiary Guarantor.

"Note" means a promissory note of any Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit B, evidencing the aggregate Indebtedness of such Borrower to such Lender resulting from the Loans made by such Lender.

"Officer's Certificate" means a certificate signed by a Responsible Officer of the Lead Borrower.

"Orders" means collectively, the Interim Order and the Final Order.

"Organization Documents" means: (i) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (ii) with respect to any limited liability company, the certificate or articles of formation or organization and operating or limited liability company agreement; and (iii) with respect to any partnership, Joint Venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, in each case of (i) through (iii) if applicable, (x) any certificate or articles of formation or organization of such entity or (y) any relevant shareholders' or similar agreement.

"Other Taxes" means all present or future stamp or documentary Taxes or any other excise, property, intangible, mortgage recording or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document; provided that such term shall not include any of the foregoing Taxes that result from an Assignment and Assumption, grant of a participation pursuant to Section 10.04(c) or transfer or assignment to or designation of a new Lending Office or other office for receiving payments under any Loan Document ("Assignment Taxes") to the extent such Assignment Taxes are imposed as a result of a present or former connection between the assignor/participating Lender and/or the assignee/Participant and the taxing jurisdiction (other than a connection arising solely from any Loan Documents or any transactions contemplated thereunder), except, in each case, to the extent that the assignment or other event giving rise to such Assignment Taxes is requested or required by the Lead Borrower.

"Overadvance" means a Tranche A Overadvance, a Tranche B-1 Overadvance or a Tranche B-2 Overadvance, as applicable.

"Parent" means Instant Brands Acquisition Holdings Inc., a Delaware corporation and a Parent Entity of the Lead Borrower.

"Parent Entity" means Parent and any other direct or indirect parent of Holdings or the Lead Borrower (including the Parent) that owns, directly or indirectly, a majority of the Voting Stock of the Lead Borrower.

"Participant" has the meaning specified in Section 10.04.

"Participant Register" has the meaning specified in Section 10.04.

"Payment in Full" or "Paid in Full" means the occurrence of all of the following: (a) all Commitments shall have been terminated or expired, (b) the principal of and interest on each Loan, all fees and other Secured Obligations (other than contingent indemnity obligations with respect to then unasserted claims not then due and payable and obligations in respect of Secured Hedging Agreements or Secured Banking Services Agreements, which for the avoidance of doubt shall survive such Payment in Full) shall have been paid in full in cash and (b) all Letters of Credit shall have expired, terminated, cash collateralized or backstopped and all LC Disbursements shall have been reimbursed in full.

"Payment Recipient" has the meaning specified in Section 2.21(c).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA or Section 412 of the Code and is sponsored or maintained by any Loan Party or any ERISA Affiliate or to which any Loan Party or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time in the past six (6) years.

"Permitted Discretion" means a determination made in good faith and in the exercise of commercially reasonable (from the perspective of a secured asset-based lender) business judgment.

"Permitted Holders" means Cornell Capital LLC, Cornell Capital Partners III LP and any of their respective controlled Affiliates, and funds or partnerships managed or advised by any of them or any of their respective Affiliates, but not including, however, any portfolio company of any of the foregoing.

"Permitted Investments" has the meaning specified in Section 7.13.

"Permitted Liens" has the meaning specified in Section 7.01.

"Permitted Precious Metals Lease" means any Precious Metals Lease to which any Loan Party is a party on the date of this Agreement, and any other Precious Metal Lease entered into in the ordinary course of business of the Lead Borrower and its Restricted Subsidiaries or that is otherwise on terms satisfactory to the Administrative Agent.

"Permitted Variance" means, for purposes of testing whether a Budget Event has occurred, (a) with respect to any Budgeted Disbursements Test (i) conducted on the first Budget Testing Date occurring after the Petition Date, a variance of 120% of the estimated aggregate disbursements in the then-in-effect Approved Budget, (ii) conducted on the second Budget Testing Date occurring after the Petition Date, a variance of 120% of the estimated aggregate disbursements in the then-in-effect Approved Budget, (iii) conducted on the third Budget Testing Date occurring after the Petition Date, a variance of 115% of the estimated aggregate disbursements in the then-in-effect Approved Budget and (iv) conducted on any Budget Testing Date thereafter, a variance of 110% of the estimated aggregate disbursements in the then-in-effect Approved Budget and (b) with respect to the Budgeted Receipts Test, 85% of the estimated aggregate receipts in the then-in-effect Approved Budget. For the avoidance of doubt, the fees and expenses of financial and legal advisors to the parties hereto shall not be taken into account in determining the aggregate disbursements and cumulative variance hereunder.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, unlimited liability company, government or any agency or political subdivision hereof or any other entity.

"Petition Date" has the meaning specified in the recitals hereto.

"Platform" has the meaning specified in Section 6.02.

"Pledged Debt" has the meaning specified in the Security Agreements.

"Pledged Equity" has the meaning specified in the Security Agreements.

"PPSA" means the Personal Property Security Act (Ontario) (and other equivalent personal property security legislation in any other applicable Canadian province or territory) and the regulations thereunder, as from time to time in effect; provided that, if attachment, perfection or priority of the security interest in any Collateral is governed by the personal property security laws of any jurisdiction in Canada other than Ontario, with respect to such Collateral, PPSA means those personal property security laws in such other jurisdiction of Canada (including the Civil Code of Quebec in the case of Quebec) for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Pre-Petition ABL Agent" means Bank of America, N.A., in its capacities as administrative agent and collateral agent for the lenders under the Pre-Petition ABL Facilities and any successor thereto in such capacities.

"Pre-Petition ABL Credit Agreement" has the meaning specified in the recitals hereto.

"Pre-Petition ABL Facilities" means the credit facilities made available to the Borrowers pursuant to the Pre-Petition ABL Credit Agreement.

"Pre-Petition ABL Lenders" means the "Lenders" under and as defined in the Pre-Petition ABL Credit Agreement.

"Pre-Petition Debt" means, collectively, the Indebtedness of each Debtor outstanding and unpaid on the date on which such Person becomes a Debtor.

"Pre-Petition Outstanding Tranche A Revolving Loans" has the meaning specified in the recitals hereto.

"Pre-Petition Outstanding Tranche B-1 Revolving Loans" has the meaning specified in the recitals hereto.

"Pre-Petition Outstanding Tranche B-2 Revolving Loans" has the meaning specified in the recitals hereto.

"Pre-Petition Term Loan Agent" means Wilmington Trust, National Association, in its capacities as administrative agent and collateral agent for the lenders under the Pre-Petition Term Loan Facility (as successor to Jefferies Finance LLC in such capacities) and any successor thereto in such capacities.

"Pre-Petition Term Loan Agreement" means that certain Credit Agreement, dated as of April 12, 2021 (as amended, restated, supplemented or otherwise modified prior to the Petition Date), among the Lead Borrower, Holdings, the Pre-Petition Term Loan Agent, the other titled agents party thereto and the lenders parties thereto from time to time.

"Pre-Petition Term Loan Facility" means Indebtedness under the Pre-Petition Term Loan Agreement.

"Pre-Petition Tranche A Revolving Commitments" means the "Tranche A Revolving Commitments" under and as defined in the Pre-Petition ABL Credit Agreement.

"Pre-Petition Tranche A Revolving Loans" means the "Tranche A Revolving Loans" under and as defined in the Pre-Petition ABL Credit Agreement.

"Pre-Petition Tranche B-1 Revolving Commitments" means the "Tranche B-1 Revolving Commitments" under and as defined in the Pre-Petition ABL Credit Agreement.

"Pre-Petition Tranche B-1 Revolving Loans" means the "Tranche B-1 Revolving Loans" under and as defined in the Pre-Petition ABL Credit Agreement.

"Pre-Petition Tranche B-2 Revolving Commitments" means the "Tranche B-2 Revolving Commitments" under and as defined in the Pre-Petition ABL Credit Agreement.

"Pre-Petition Tranche B-2 Revolving Loans" means the "Tranche B-2 Revolving Loans" under and as defined in the Pre-Petition ABL Credit Agreement.

"Precious Metals Acknowledgment Letters" means, collectively (i) that certain letter, dated as of June 30, 2021, from Bank of Montreal to the Pre-Petition Term Loan Agent, the Pre-Petition ABL Agent, Instant Brands LLC (the "Lessee") and the Lead Borrower relating to that certain Lease Agreement, dated as of February 12, 2019, between the Lessee and Bank of Montreal, (ii) that certain letter, dated as of June 30, 2021, from SCMI US INC. to the Pre-Petition Term Loan Agent, the Pre-Petition ABL Agent, the Lessee and the Lead Borrower relating to that certain Lease Agreement, dated as of May 21, 2019, between the Lessee and SCMI US INC. and (iii) any similar letter in form and substance reasonably satisfactory to the Administrative Agent that is entered into between the Administrative Agent, the DIP Term Loan Agent (if applicable) and a consignor of Consigned Precious Metals.

"Precious Metals Lease" means any lease, consignment or similar agreement for ore or precious metals entered into by a Person.

"Preferred Stock" as applied to the Capital Stock of any corporation, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Prime Rate" means (a) as regards Base Rate Loans made in the United States, the rate of interest announced by Bank of America from time to time as its prime rate, and (b) as regards Base Rate Loans made in Canada, the rate of interest designated by Bank of America (acting through its Canada branch) from time to time as its base rate for commercial loans made by it in Canada in Dollars. Such rate is set by Bank of America on the basis of various factors, including its costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such rate. Any change in such rate publicly announced by Bank of America shall take effect at the opening of business on the day specified in the announcement.

"Primed Liens" has the meaning specified in Section 2.23.

"Priming Liens" has the meaning specified in Section 2.23.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"Protective Advance" has the meaning specified in Section 2.04(a).

"Protective Advance Participation" has the meaning specified in Section 2.04(b).

"QFC" has the meaning specified in Section 10.23.

"QFC Credit Support" has the meaning specified in Section 10.23.

"Qualified Stock" means, with respect to any Person, any Capital Stock of such Person other than Disqualified Stock.

"Rate Determination Date" means, with respect to the relevant Interest Period, two (2) Business Days prior to the commencement of such Interest Period (or such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by the Administrative Agent; provided that, to the extent such market practice is not administratively feasible for the Administrative Agent, then "Rate Determination Date" means such other day as otherwise reasonably determined by the Administrative Agent).

"Raw Material Inventory" means Inventory consisting of raw materials.

"Real Property" means all land, tenements, hereditaments and any estate or interest therein, together with the buildings, structures, parking areas and other improvements thereon (including all fixtures) now or hereafter owned or leased by any Loan Party, together with all easements, rights of way, and similar rights relating thereto and all leases, licenses, tenancies and occupancies thereof.

"Recipient" means the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document.

"Refinancing" means (a)(i) the repayment in full of all indebtedness outstanding under the Pre-Petition ABL Credit Agreement, (ii) the termination and release of all commitments thereunder (or other arrangements reasonably satisfactory to the Administrative Agent), (iii) except as otherwise agreed by the Administrative Agent, delivery to Administrative Agent of all documents or instruments necessary to release all Liens securing Indebtedness under the Pre-Petition ABL Credit Agreement and (iv) the cash collateralization or backstop of any letters of credit outstanding thereunder (other than the Existing Letters of Credit) and (b)(i) the repayment in full of the principal of the Sponsor LC Reimbursement Note and all other amounts contemplated by the Sponsor Payoff Letter and (ii) the termination and/or release, together with evidence in form and substance satisfactory to the Required Revolving Lenders of such termination and release, of any security interests (including, for the avoidance of doubt, the URS) and guarantees in connection therewith (or arrangements for such termination and release shall have been made as of the Closing Date as set forth in the Sponsor Payoff Letter).

"Refinancing Indebtedness" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) (collectively, "refinance", "refinances" and "refinanced" shall have a correlative meaning) any Indebtedness existing on the Closing Date or Incurred in compliance with this Agreement (including Indebtedness of any Borrower that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Restricted Subsidiary that refinances Indebtedness of another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness; provided, however, that:

(1) (a) if the Stated Maturity of the Indebtedness being refinanced is earlier than the Stated Maturity of the Loans, the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced or (b) if the Stated Maturity of the Indebtedness being refinanced is later than the Stated Maturity of the Loans, the Refinancing Indebtedness has a Stated Maturity at least 91 days later than the Stated Maturity of the Loans;

(2) (a) in the case of Indebtedness consisting of term loans, the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being refinanced or (b) in the case of Indebtedness consisting of revolving loans, the Refinancing Indebtedness shall not have any scheduled mandatory commitment reduction prior to the Stated Maturity of the Indebtedness being refinanced;

(3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being refinanced (plus, without duplication, any additional Indebtedness Incurred to pay interest or premiums required by the instruments governing such existing Indebtedness and fees and expenses Incurred in connection therewith);

(4) if the Indebtedness being refinanced is subordinated in right of payment to the Loans or the Guaranty, such Refinancing Indebtedness is subordinated in right of payment to the Loans or the Guaranty on terms at least as favorable to the Lenders with such Loans as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(5) to the extent such Refinancing Indebtedness extends, replaces, refunds, refinances, renews or defeases secured Indebtedness, the Liens securing such Refinancing Indebtedness shall be of no higher priority, and attach to no additional assets, than the Liens securing the Indebtedness being refinanced.

"Register" has the meaning specified in Section 10.04.

"Related Business" means any business that is consistent with Section 6.05.

"Related Business Assets" means any property, plant, equipment or other assets (excluding assets that are qualified as current assets under GAAP) to be used or useful by the Lead Borrower or a Restricted Subsidiary in a Related Business or capital expenditures relating thereto.

"Related Part(y)(ies)" means, with respect to any specified Person, such Person's Affiliates and the respective officers, directors, employees, agents, advisors and attorneys-in-fact of such Person and its Affiliates, including, in the case of each Agent, their respective Agent Professionals.

"Release" means any release, spill, emission, discharge, dispersal, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection, migration or leaching into or through the Environment, or within, from or into any building, structure, facility or fixture.

"Relevant Rate" means with respect to any Credit Extension denominated in (a) British Pounds Sterling, SONIA, (b) Euros, EURIBOR, (c) Canadian Dollars, the CDOR Rate and (d) Australian Dollars, BBSY, as applicable.

"Relevant Rate Loans" means, a Loan denominated in an Alternative Currency bearing interest at the Relevant Rate.

"Reorganization Plan" means a chapter 11 plan of reorganization in the Cases.

"Report" means reports prepared by the Administrative Agent or another Person showing the results of inventory appraisals, field examinations or audits pertaining to the Loan Parties' assets from information furnished by or on behalf of the Loan Parties, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

"Reportable Event" means, with respect to any Pension Plan, any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the 30-day notice period has been waived.

"Required Revolving Lenders" means at least two unaffiliated Revolving Lenders (so long as there are two or more Revolving Lenders) having Credit Exposure (USD Equivalent) and unused Revolving Commitments representing more than 50% of the sum of the total Credit Exposure (USD Equivalent) and unused Revolving Commitments at such time.

"Required Tranche A Revolving Lenders" means at least two unaffiliated Tranche A Revolving Lenders (so long as there are two or more Tranche A Revolving Lenders) having Tranche A Revolving Exposure and unused Tranche A Revolving Commitments representing more than 50% of the sum of the total Tranche A Revolving Exposure and unused Tranche A Revolving Commitments at such time.

"Requirements of Law" means, as to any Person, the Organization Documents of such Person, and any law, treaty, rule or regulation or final, non-appealable determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or to which any of its material property is subject.

"Rescindable Amount" has the meaning specified in Section 2.21(b).

"Rescindable Amount Deficiency Assignment" has the meaning specified in Section 2.21(g).

"Rescindable Amount Impacted Class" has the meaning specified in Section 2.21(g).

"Rescindable Amount Return Deficiency" has the meaning specified in Section 2.21(g).

"Rescindable Amount Subrogation Rights" has the meaning specified in Section 2.21(g).

"Reserves" means (a) any and all reserves (other than the Carve-Out Reserve and the Tranche B-2 Reserve) which the Administrative Agent deems necessary or appropriate, in its Permitted Discretion, to maintain (including, without limitation, an availability reserve, reserves for accrued and unpaid interest on the Secured Obligations, Secured Hedging Reserves, Secured Banking Services Reserves, GAAP Reserves, Tranche B Reserves, Canadian

Reserves, Customer Credit Liabilities Reserves, Dilution Reserves, reserves for rent at locations leased by any Loan Party whose assets contribute to any Borrowing Base and for consignee's, warehousemen's and bailee's charges, reserves for Inventory shrinkage, reserves for customs charges and shipping charges related to any Inventory in transit, reserves for contingent liabilities of any Loan Party whose assets contribute to any Borrowing Base, reserves for uninsured losses of any Loan Party whose assets contribute to any Borrowing Base, reserves for uninsured, underinsured, un-indemnified or under-indemnified liabilities or potential liabilities with respect to any litigation and reserves for Taxes, fees, assessments, and other governmental charges) with respect to the ABL Priority Collateral included in any Borrowing Base or any Loan Party whose assets contribute to any Borrowing Base, (b) the Carve-Out Reserve and (c) the Tranche B-2 Reserve. Notwithstanding the foregoing, reserves for rents shall be limited to 60 days' rent and shall only apply with respect to jurisdictions in which rent or storage fees take priority over the Loan Obligations as a matter of law (and in no event shall the Reserves taken with respect to any particular location exceed the aggregate amount of the Inventory at such location that contributes to any Borrowing Base).

The establishment or change of any Reserve (other than the Carve-Out Reserve, the amount of which shall be determined in accordance with the Orders, and the Tranche B-2 Reserve, the amount of which shall be determined in accordance with the definition thereof) shall, in each case, be limited to such reserves or changes as the Administrative Agent determines in its Permitted Discretion to be necessary or appropriate:

(i) to reflect items that would reasonably be expected to adversely affect the value or collectability of the assets included in any Borrowing Base, or

(ii) to reflect items that would reasonably be expected to adversely affect the enforceability or priority of the Administrative Agent's Liens on the applicable ABL Priority Collateral included in any Borrowing Base; provided that no Reserves may be taken or increased after the Closing Date based on circumstances, conditions or events known to the Administrative Agent as of the Closing Date and for which no Reserves were imposed on the Closing Date, unless such circumstances, conditions or events shall have changed in any material adverse respect since the Closing Date.

Notwithstanding any other provision of this Agreement to the contrary, (a) in no event shall Reserves (or changes in Reserves) with respect to any component of any Borrowing Base duplicate Reserves or adjustments already accounted for in determining eligibility criteria (including collection and/or advance rates) and (b) the amount of any such Reserve (or change in Reserve) shall be a reasonable quantification of the incremental dilution of each Borrowing Base attributable to the relevant contributing factors or shall have a reasonable relationship to the event, condition or other matter that is the basis for such Reserve or change. The Administrative Agent's right to impose or modify Reserves shall only be exercised upon at least five Business Days' prior written notice to the Lead Borrower (which notice shall include a reasonably detailed description of such Reserve being established or modified and the basis for such Reserve or modification); provided that such notice shall not be required for purely mathematical changes such as rent increases or changes to the Carve-Out Reserve or Tranche B-2 Reserve. During such five Business Day period, the Administrative Agent shall, if requested, discuss any such Reserve or change with the Lead Borrower and the Lead Borrower may take such action as may be required so that the event, condition or matter that is the basis for such Reserve or modification no longer exists or exists in a manner that would result in the establishment of a lower Reserve or result in a lesser modification, in each case, in a manner and to the extent reasonably satisfactory to the Administrative Agent; provided that during such five Business Day period, Borrowings or the issuance, amendment, renewal or extension of a Letter of Credit that would cause the Tranche A Availability Conditions to not be satisfied upon imposition or modification of such Reserve shall not be permitted.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, as to any Loan Party, the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, the Chief Restructuring Officer, any Vice President, the Treasurer or the Secretary of such Loan Party or any other officer or similar official thereof responsible for the administration of the obligations of such Loan Party in respect of this Agreement, if such Loan Party is a partnership or a limited liability company that has no such officers, a person duly authorized under applicable law by the general partner, managers, members or a similar body to act on behalf of such Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all

necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Debt" means Indebtedness for borrowed money that (a) constitutes Subordinated Obligations, (b) is secured by a Lien on the Collateral that is junior to the Lien on the Collateral securing the Secured Obligations or (c) is unsecured; provided that, for the avoidance of doubt, none of the DIP Term Loans or any Refinancing Indebtedness secured on a *pari passu* basis with the DIP Term Loan Facility nor the Indebtedness under the Sponsor LC Reimbursement Note shall constitute Restricted Debt.

"Restricted Debt Payment" has the meaning specified in Section 7.15.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Capital Stock of any Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent Persons thereof).

"Restricted Subsidiary" means any Subsidiary of the Lead Borrower other than an Unrestricted Subsidiary.

"Retail Finished Goods Inventory" means Inventory of the Loan Parties consisting solely of finished goods held for retail sale in the ordinary course of business.

"Revaluation Date" means (a) with respect to any Revolving Loan denominated in any Alternative Currency, each of the following: (i) each date of any Borrowing of such Revolving Loans, (ii) each date of any conversion or continuation of such Revolving Loans pursuant to the terms of this Agreement, (iii) the last day of each fiscal quarter of the Lead Borrower and (iv) the date of any voluntary reduction of a Revolving Commitment pursuant to Section 2.09(b); (b) with respect to any Letter of Credit denominated in an Alternative Currency, each of the following: (i) each date of issuance of such Letter of Credit, (ii) each date of an amendment of any such Letter of Credit that would have the effect of increasing the stated amount thereof and (iii) the last day of each fiscal quarter of the Lead Borrower; (c) with respect to the commitment fee for unused Revolving Commitments of the Revolving Lenders pursuant to Section 2.12(a), such additional dates as the Administrative Agent or the Required Revolving Lenders shall reasonably require; and (d) any additional date as the Administrative Agent shall determine or the Required Revolving Lenders shall require.

"Revolving Borrowing" means a borrowing consisting of Revolving Loans of the same Type and, in the case of Term SOFR Loans, having the same Interest Period made by each of the Revolving Lenders pursuant to Section 2.01(a)(i) and shall be deemed to include any Protective Advance made hereunder.

"Revolving Commitment" means, with respect to each Revolving Lender, its Tranche A Revolving Commitment, its Tranche B Revolving Commitments and its Incremental Commitments with respect to any revolving facility.

"Revolving Exposure" means, with respect to any Revolving Lender at any time, the sum of the USD Equivalent of (a) the outstanding principal amount of such Revolving Lender's Revolving Loans at such time, plus (b) other than for purposes of calculating the Average Utilization at any time, its Applicable Percentage of the aggregate principal amount of Swingline Loans to the Borrowers plus (c) its LC Exposure, in each case, at such time.

"Revolving Facility" means, at any time, the aggregate amount of the Revolving Commitments at such time.

"Revolving Lender" means, at any time, any Lender that has a Revolving Commitment or holds Revolving Loans at such time.

"Revolving Loans" means the loans and advances made by the Lenders to the Borrowers pursuant to this Agreement, including Tranche A Revolving Loans, Swingline Loans, Protective Advances and Tranche B Revolving Loans.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc., and any successor thereto.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of comprehensive Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Syria, the Crimea region, the non-government controlled Zaporizhzia and Kherson regions of Ukraine, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of sanctioned Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce, or by the United Nations Security Council, any Governmental Authority of Canada or the European Union or His Majesty's Treasury of the United Kingdom, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person directly or indirectly owned 50% or more or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom or any Governmental Authority of Canada.

"Scheduled Termination Date" means with respect to (i) the Tranche A Revolving Commitments and the Tranche A Revolving Loans, (ii) the Tranche B-1 Revolving Commitments and the Tranche B-1 Revolving Loans and (iii) the Tranche B-2 Revolving Commitments and the Tranche B-2 Revolving Loans, the date that is 180 days after the Closing Date, and in each case if such day is not a Business Day, the next succeeding Business Day.

"Scheduled Unavailability Date" has the meaning specified in Section 2.14(b)(ii).

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Secured Banking Services Agreement" means any agreement relating to (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards), (b) stored value cards and (c) treasury management services, including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts, interstate depository network services and international treasury management services that is entered into by and between Holdings, the Lead Borrower or a Restricted Subsidiary and a Person that is a Lender, the Administrative Agent, the Collateral Agent or an Affiliate of a Lender, the Administrative Agent or the Collateral Agent at the time such agreement is entered into (or if entered into prior to the Closing Date, any Person who was a Lender, the Administrative Agent, the Collateral Agent or an Affiliate or branch of a Lender, the Administrative Agent or the Collateral Agent as of the Closing Date); provided that any such Agreement shall have been designated as a "Secured Banking Services Agreement" pursuant to a written notice (a "Secured Banking Services Designation Notice") to the Administrative Agent executed by the Lead Borrower and such counterparty, in form reasonably acceptable to the Administrative Agent, which written notice shall include (i) whether such Secured Banking Services Agreement shall be secured on a *pari passu* with the Loan Obligations or on a "last-out" basis (it being acknowledged and agreed that if a Revolving Lender holds no Tranche A Revolving Loans or Tranche A Revolving Commitments, any Secured Banking Services Agreement to which it or its Affiliate is party shall have a payment priority that is on a "last-out" basis pursuant to Section 8.04) and (ii) if secured on a *pari passu* basis with the Loan Obligations, the amount of the requested Secured Banking Services Reserve. For the avoidance of doubt, any "Secured Banking Services Agreement" designated as such pursuant to the DIP Term Loan Agreement shall not constitute a Secured Banking Services Agreement under this Agreement.

"Secured Banking Services Reserves" means Reserves against the Tranche A Borrowing Base established in the Permitted Discretion of the Administrative Agent solely with respect to any Secured Banking Services Agreement in the amount requested in the applicable Secured Banking Services Designation Notice; provided that the amount of any Secured Banking Services Reserve may be updated pursuant to any subsequent Secured Banking Services Designation Notice delivered to the Administrative Agent and executed by the Lead Borrower and such counterparty.

"Secured Hedging Agreement" means any Interest Rate Agreement, Currency Agreement or Commodity Agreement permitted hereunder that is entered into by and between Holdings, the Lead Borrower or a Restricted Subsidiary and a Lender, the Administrative Agent, the Collateral Agent or an Affiliate or branch of a Person that is a Lender, the Administrative Agent or the Collateral Agent at the time such agreement is entered into (or if entered

into prior to the Closing Date, any Person who was a Lender, the Administrative Agent, the Collateral Agent or an Affiliate or branch of a Lender, the Administrative Agent or the Collateral as of the Closing Date) (such Person, a "Secured Hedging Counterparty"), to the extent designated by the Lead Borrower and such counterparty as a "Secured Hedging Agreement" in writing to the Administrative Agent; provided that any such Interest Rate Agreement, Currency Agreement or Commodity Agreement shall have been designated as a "Secured Hedging Agreement" pursuant to a written notice (a "Secured Hedging Designation Notice") to the Administrative Agent executed by the Lead Borrower and such counterparty, in form reasonably acceptable to the Administrative Agent, which written notice shall include (i) whether such Secured Hedging Agreement shall be secured on a *pari passu* with the Loan Obligations or on a "last-out" basis (it being acknowledged and agreed that if a Lender holds no Tranche A Revolving Loans or Tranche A Revolving Commitments, any Secured Hedging Agreement to which it or its Affiliate is party shall have a payment priority that is on a "last-out" basis pursuant to Section 8.04) and (ii) if secured on a *pari passu* basis with the Loan Obligations, the amount of the requested Secured Hedging Reserve; provided, further, that in no event shall Secured Hedging Agreement include any Permitted Precious Metals Leases. For the avoidance of doubt, any "Secured Hedging Agreement" designated as such pursuant to the DIP Term Loan Agreement shall not constitute a Secured Hedging Agreement under this Agreement.

"Secured Hedging Counterparty" has the meaning specified in the definition of "Secured Hedging Agreement".

"Secured Hedging Designation Notice" has the meaning specified in the definition of "Secured Hedging Agreement".

"Secured Hedging Reserves" means Reserves against the Tranche A Borrowing Base established in the Permitted Discretion of the Administrative Agent solely with respect to any Secured Hedging Agreement in the amount requested in the applicable Secured Hedging Designation Notice; provided that the amount of any Secured Hedging Reserve may be updated pursuant to any subsequent Secured Hedging Designation Notice delivered to the Administrative Agent and executed by the Lead Borrower and such counterparty.

"Secured Obligations" means, collectively (a) the Loan Obligations, (b) obligations in respect of any Secured Banking Services Agreement, (c) obligations in respect of any Secured Hedging Agreement and (d) Rescindable Amount Subrogation Rights; provided that in no event shall the Secured Obligations include any Excluded Hedging Obligations.

"Secured Party" means each Lender, the Administrative Agent, the Collateral Agent, each co-agent or sub-agent appointed by the Administrative Agent from time to time and designated by the Administrative Agent as a "Secured Party," each Person (other than the Lead Borrower or a Restricted Subsidiary) to whom any Secured Obligations are owed pursuant to any Secured Banking Services Agreement or Secured Hedging Agreement and each Indemnitee and the respective successors and assigns of any of the foregoing, and "Secured Parties" means any two or more of them, collectively.

"Securities Act" means the Securities Act of 1933, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement" means the Canadian Security Agreement or the US Security Agreement, as applicable, and "Security Agreements" means any two or more of them, collectively.

"Settlement" has the meaning specified in Section 2.05(d).

"Settlement Date" has the meaning specified in Section 2.05(d).

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day.

"SOFR Adjustment" means (a) with respect to Daily Simple SOFR, 0.10% *per annum*; and (b) with respect to Term SOFR, 0.10% *per annum* for a one-month Interest Period, 0.15% *per annum* for a three-month Interest Period and 0.25% *per annum* for a six-month Interest Period.

"SOFR Administrator" means FRBNY (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of FRBNY, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SONIA" means, with respect to any applicable determination date, the Sterling Overnight Index Average Reference Rate published on such date on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time); provided, however, that if such determination date is not a Business Day, SONIA means such rate that applied on the first Business Day immediately prior thereto. Any change in SONIA shall be effective from and including the date of such change, without further notice.

"SONIA Adjustment" means, with respect to SONIA, 0.05% per annum.

"Special Notice Currency" means at any time an Alternative Currency, other than the currency of a country that is a member of the Organization for Economic Cooperation and Development at such time located in North America or Europe.

"Sponsor" means Cornell Capital LLC, Cornell Capital Partners III LP and any of their respective controlled Affiliates, and funds or partnerships managed or advised by any of them or any of their respective Affiliates, but not including, however, any portfolio company of any of the foregoing.

"Sponsor LC" means that certain irrevocable standby letter of credit No. 40001240 denominated in Dollars issued by the Sponsor LC Issuing Bank to the Administrative Agent, for the benefit of the Lenders, as credit support for the Borrowers and other Loan Parties under the Pre-Petition ABL Credit Agreement.

"Sponsor LC Issuing Bank" means Goldman Sachs Bank USA (or one of its designated Affiliates).

"Sponsor Payoff Letter" means that certain Payoff Letter, dated as of June [14], 2023, by and among the Borrower and Cornell Capital Partners LP, which Payoff Letter shall be in form and substance satisfactory to the Required Revolving Lenders.

"Sponsor LC Reimbursement Note" means that certain promissory note, dated as of the January 18, 2023, executed by the Lead Borrower in favor of the Sponsor (specifically, Cornell Capital Partners LP, as the initial holder), pursuant to which the Lead Borrower shall be obligated to reimburse the Sponsor for amounts drawn under the Sponsor LC as a deemed loan under such promissory note, with interest and fees payable in respect of such obligations on the terms set forth therein, and which (i) shall be secured only by the assets of URS-1 (Charleroi) LLC and URS-2 (Corning) LLC; and (ii) shall provide that the Administrative Agent shall be an express third-party beneficiary in connection with provisions limiting payments thereof by Loan Parties and Restricted Subsidiaries unless the Payment Conditions are Satisfied.

"Sponsor LC Reimbursement Note Documents" means the Sponsor LC Reimbursement Note and the other "Note Documents" (as defined in the Sponsor LC Reimbursement Note).

"Stated Maturity" means, with respect to any Indebtedness, the date specified in the agreement governing or certificate relating to such Indebtedness as the fixed date on which the final payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"Subordinated Indebtedness" of a Person means any Indebtedness of such Person the payment of which is contractually subordinated to payment of the Secured Obligations to the reasonable written satisfaction of the Administrative Agent; provided, that neither the DIP Term Loan Obligations nor the obligations in respect of the Sponsor LC Reimbursement Note shall be deemed to be Subordinated Indebtedness for purposes hereof.

"Subordinated Obligation" means any Indebtedness of any Borrower (whether outstanding on the Closing Date or thereafter Incurred) that is subordinated or junior in right of payment to the Loans pursuant to a written agreement, without giving effect to collateral arrangements.

"Subsidiary" of any Person means (a) any corporation, association or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total ordinary voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or persons performing similar functions) or (b) any partnership, joint venture limited liability company or similar entity of which more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, is, in the case of clauses (a) and (b), at the time owned or controlled, directly or indirectly, by (1) such Person, (2) such Person and one or more Subsidiaries of such Person or (3) one or more Subsidiaries of such Person. Unless otherwise specified herein, each reference to a Subsidiary will refer to a Subsidiary of the Lead Borrower.

"Subsidiary Guarantor" means each Restricted Subsidiary of the Lead Borrower (other than any Excluded Subsidiary) that is listed on Schedule 1.01(a) that, as of the Closing Date, Guaranties the Loans in accordance with the terms of this Agreement and each other Restricted Subsidiary of the Lead Borrower that becomes a Subsidiary Guarantor in accordance with Section 6.11. For the avoidance of doubt, on and as of the Closing Date, the URS are Subsidiary Guarantors. Notwithstanding the foregoing, the Lead Borrower may from time to time, with the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed), elect to cause any Restricted Subsidiary that would otherwise be an Excluded Subsidiary to become a Subsidiary Guarantor hereunder (but shall have no obligation to do so), subject to the satisfaction of the guarantee and collateral requirements consistent with the Collateral and Guarantee Requirement or otherwise reasonably acceptable to the Lead Borrower and the Administrative Agent (which shall include, in the case of a Foreign Subsidiary, guarantee and collateral requirements customary under local law, including customary local limitations to the extent reasonably satisfactory to the Administrative Agent).

"Supermajority Lenders" means, at any time, at least two unaffiliated Revolving Lenders (so long as there are two or more Revolving Lenders) having Revolving Exposure and unused Commitments representing 66 2/3% or more of the sum of the total Revolving Exposure and unused Commitment.

"Superpriority Claim" means a claim against any Debtor in any of the Cases which is an administrative expense claim pursuant to Sections 364(c)(1), 503(b), and 507(a)(2) of the Bankruptcy Code, with priority over all other allowed chapter 11 and chapter 7 administrative expense claims now existing or hereinafter arising, of any kind whatsoever, including expenses of a chapter 11 and chapter 7 trustee.

"Supported QFC" has the meaning specified in Section 10.23.

"Swingline Exposure" means at any time the aggregate principal amount of all outstanding Swingline Loans at such time. The Swingline Exposure of any Revolving Lender at any time shall mean its Tranche A Applicable Percentage of the aggregate Swingline Exposure at such time.

"Swingline Lender" means Bank of America, N.A. in its capacity as lender of Swingline Loans hereunder.

"Swingline Loan" means a Revolving Loan made pursuant to Section 2.05.

"Swingline Loan Notice" means a notice of a Borrowing of Swingline Loans pursuant to Section 2.05(a), which shall be substantially in the form of Exhibit A or such other form as approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the applicable Borrower.

"T2" means the real time gross settlement system operated by the Eurosystem, or any successor system.

"TARGET Day" means any day on which T2 is open for the settlement of payments in Euro.

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

"Term Priority Collateral" has the meaning assigned to the term "Term DIP Priority Collateral" in the Orders.

"Term Rate Loan" or "Term Rate Borrowing" means a Term SOFR Loan or an Alternative Currency Term Rate Loan.

"Term SOFR" means (a) for any Interest Period for a Term SOFR Loan, a per annum rate equal to the Term SOFR Screen Rate two (2) U.S. Government Securities Business Days prior to the commencement of such Interest Period, with a term equivalent to such Interest Period (or if such rate is not published prior to 11:00 a.m. on the determination date, the applicable Term SOFR Screen Rate on the U.S. Government Securities Business Day immediately prior thereto), plus the SOFR Adjustment for such Interest Period; and (b) for any interest calculation relating to a Base Rate Loan on any day, a per annum fluctuating rate of interest equal to the Term SOFR Screen Rate with a term of one month commencing that day; provided, that in no event shall Term SOFR determined in accordance with the foregoing be less than the applicable Floor.

"Term SOFR Loan" or "Term SOFR Borrowing" means a Loan or Borrowing that bears interest at a rate based on clause (a) of the definition of Term SOFR. All Term SOFR Loans shall be denominated in Dollars.

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Administrative Agent from time to time).

"Termination Date" means the date on which (a) all Commitments shall have been terminated or expired, (b) the principal of and interest on each Loan, all fees and other Secured Obligations (other than contingent indemnity obligations with respect to then unasserted claims not then due and payable and obligations in respect of Secured Hedging Agreements or Secured Banking Services Agreements, which for the avoidance of doubt shall survive such Termination Date) shall have been paid in full and (c) all Letters of Credit shall have expired, terminated, cash collateralized or backstopped and all LC Disbursements shall have been reimbursed in full.

"Threshold Amount" means $1,000,000.

"Tranche A Aggregate Commitments" means the Tranche A Revolving Commitments of all the Lenders.

"Tranche A Applicable Percentage" means, with respect to any Revolving Lender, (a) a percentage equal to a fraction, (i) the numerator of which is the aggregate Tranche A Revolving Commitment of such Revolving Lender and (ii) the denominator of which is the Tranche A Aggregate Commitment of all the Revolving Lenders (or, if the Tranche A Revolving Commitments have terminated or expired, the Tranche A Applicable Percentage shall be determined based upon such Revolving Lender's share of the aggregate Tranche A Revolving Exposure).

"Tranche A Availability Conditions" shall be deemed to be satisfied only if:

(a) the Tranche A Revolving Exposure of each Revolving Lender does not exceed such Revolving Lender's Tranche A Revolving Commitment;

(b) the aggregate Tranche A Revolving Exposure of all Revolving Lenders does not exceed the Tranche A Line Cap; and

(c) the aggregate Canadian Borrower Outstandings do not exceed the Canadian Borrower Sublimit.

"Tranche A Availability Period" means the period from and including the Closing Date to the earliest of (i) the Maturity Date in respect of the Tranche A Revolving Loans, (ii) the date of termination of the Tranche A Revolving Commitments of each Revolving Lender pursuant to Section 2.09 and (iii) the date of termination of the Commitments of each Revolving Lender to make Tranche A Revolving Loans, the termination of the commitment of

the Swingline Lender to make Swingline Loans and of the obligations of each Issuing Bank to issue Letters of Credit pursuant to Section 2.06.

"Tranche A Borrowing Base" means, at any time (without duplication), the sum of:

(a) 90% of Eligible Credit Card Receivables of the Loan Parties, *plus*

(b) 85% of Eligible Accounts that are not Investment Grade Eligible Accounts of the Loan Parties, *plus*

(c) 90% of Eligible Accounts that are Investment Grade Eligible Accounts of the Loan Parties, *plus*

(d) the lesser of (i) 75% of the cost (on a first-in, first-out basis) of Eligible Inventory (other than Eligible In-Transit Inventory, Eligible Retail Finished Goods Inventory and Eligible Raw Materials Inventory) of the Loan Parties and (ii) 85% of the NOLV Percentage of the Eligible Inventory (other than Eligible In-Transit Inventory, Eligible Retail Finished Goods Inventory and Eligible Raw Materials Inventory) of the Loan Parties, *plus*

(e) 90% of the NOLV Percentage of Eligible Retail Finished Goods Inventory of the Loan Parties, *plus*

(f) the lesser of (i) 75% of the lesser of cost (on a first-in, first-out basis) or market value of Eligible Raw Materials Inventory of the Loan Parties and (ii) 85% of the NOLV Percentage of Eligible Raw Materials Inventory of the Loan Parties, *plus*

(g) the lowest of (i) 75% of the cost (on a first-in, first-out basis) of Eligible In-Transit Inventory of the Loan Parties, (ii) 85% of the NOLV Percentage of Eligible In-Transit Inventory of the Loan Parties and (iii) $30,000,000, *minus*

(i) without duplication, (i) the Carve-Out Reserve, (ii) the Tranche B-2 Reserve and (iii) any other Reserves established by the Administrative Agent in its Permitted Discretion.

The Tranche A Borrowing Base shall not include any assets acquired in a permitted Investment after the Closing Date (unless acquired from another Loan Party) until the Administrative Agent shall have received the results of appraisals or field examinations, as applicable (and the Administrative Agent shall conduct any such appraisals or field examinations promptly at the request of the Lead Borrower) from appraisers reasonably satisfactory to the Administrative Agent, of such assets, which appraisals or field examinations are reasonably satisfactory to the Administrative Agent.

The Tranche A Borrowing Base shall not include any assets of any Foreign Subsidiary that becomes a Guarantor as set forth in the definition of "Subsidiary Guarantor" or any Intermediate Parent that is a Foreign Subsidiary.

Notwithstanding anything to the contrary herein, from the Closing Date until the date on which the initial Borrowing Base Certificate is delivered in accordance with Section 6.01(e), the Tranche A Borrowing Base shall be determined in accordance with the Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 4.01(a)(viii).

"Tranche A Borrowing Base Overadvance" has the meaning specified in Section 2.11(b)(ii).

"Tranche A Excess Availability" means, at any time, the amount by which the Tranche A Line Cap at such time exceeds the Tranche A Revolving Exposure at such time.

"Tranche A Line Cap" means, as of any date of determination, an amount equal to the lesser of (i) the Tranche A Aggregate Commitments then in effect and (ii) the Tranche A Borrowing Base at such time, as determined from the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 6.01(e).

"Tranche A Overadvance" has the meaning specified in Section 2.11(b)(ii).

"Tranche A Revolving Commitment" means, with respect to each Revolving Lender, its obligation (i) to make Tranche A Revolving Loans to the Borrowers pursuant to Sections 2.01(a)(i) and 2.04 and (ii) to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such Revolving Lender's Tranche A Revolving Exposure hereunder, as such commitment may be (a) reduced or increased from time to time pursuant to Section 2.09 and (b) reduced or increased from time to time pursuant to assignments by or to such Revolving Lender pursuant to Section 10.04. The amount of the Tranche A Revolving Commitment of each Revolving Lender's Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such Revolving Lender shall have assumed its Tranche A Revolving Commitment. The aggregate Tranche A Revolving Commitment of all Revolving Lenders shall be $105,000,000 on the Closing Date, as such amount may be adjusted from time to time in accordance with this Agreement.

"Tranche A Revolving Commitment Overadvance" has the meaning specified in Section 2.11(b)(i).

"Tranche A Revolving Exposure" means, with respect to any Revolving Lender at any time, the sum of the USD Equivalent of (a) the outstanding principal amount of such Revolving Lender's Tranche A Revolving Loans at such time, plus (b) other than for purposes of calculating the Average Utilization at any time, its Tranche A Applicable Percentage of the aggregate principal amount of Swingline Loans to the Borrowers plus (c) its LC Exposure, in each case, at such time.

"Tranche A Revolving Lender" means, at any time, any Lender that has a Tranche A Revolving Commitment or holds Tranche A Revolving Loans at such time.

"Tranche A Revolving Loans" means a Revolving Loan made pursuant to the Tranche A Revolving Commitments.

"Tranche B Reserves" means, as of any date, the sum of any reserves imposed pursuant to Sections 2.11(b)(iii) and (iv).

"Tranche B Revolving Commitments" means, collectively, the Tranche B-1 Revolving Commitments and the Tranche B-2 Revolving Commitments.

"Tranche B Revolving Loans" means, collectively, the Tranche B-1 Revolving Loans and the Tranche B-2 Revolving Loans.

"Tranche B-1 Applicable Percentage" means, with respect to any Lender, (a) a percentage equal to a fraction, the numerator of which is (i) the aggregate Tranche B-1 Revolving Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate Tranche B-1 Revolving Commitments of all the Revolving Lenders (or, if the Aggregate Tranche B-1 Revolving Commitments have terminated or expired, the Tranche B-1 Applicable Percentage shall be determined based upon such Revolving Lender's share of the aggregate Tranche B-1 Revolving Exposure).

"Tranche B-1 Availability Conditions" shall be deemed to be satisfied only if:

(a) the Tranche B-1 Revolving Exposure of each Revolving Lender does not exceed such Revolving Lender's Tranche B-1 Revolving Commitment;

(b) the aggregate Tranche B-1 Revolving Exposure of all Revolving Lenders does not exceed the Tranche B-1 Line Cap;

(c) [reserved]; and

(d) the aggregate Canadian Borrower Outstandings do not exceed the Canadian Borrower Sublimit.

"Tranche B-1 Availability Period" means the period from and including the Closing Date to the earliest of (i) the Maturity Date applicable to the Tranche B-1 Revolving Commitments and (ii) the date of termination of the Commitments of each Tranche B-1 Revolving Lender pursuant to Section 2.09.

"Tranche B-1 Borrowing Base" means, at any time (without duplication), the sum of:

(a) 5% of Eligible Credit Card Receivables of the Loan Parties, *plus*

(b) 5% of Eligible Accounts that are not Investment Grade Eligible Accounts of the Loan Parties, *plus*

(c) 5% of Eligible Accounts that are Investment Grade Eligible Accounts of the Loan Parties, *plus*

(d) 10% of the NOLV Percentage of the Eligible Inventory (other than Eligible In-Transit Inventory, Eligible Retail Finished Goods Inventory and Eligible Raw Materials Inventory) of the Loan Parties, *plus*

(e) 10% of the NOLV Percentage of Eligible Retail Finished Goods Inventory of the Loan Parties, *plus*

(f) 10% of the NOLV Percentage of Eligible Raw Materials Inventory of the Loan Parties, *plus*

(g) 10% of the NOLV Percentage of Eligible In-Transit Inventory of the Loan Parties, *minus*

(h) $3,000,000 *plus*, without duplication, (i) the Carve-Out Reserve, (ii) the Tranche B-2 Reserve and (iii) any other Reserves established by the Administrative Agent in its Permitted Discretion.

The Tranche B-1 Borrowing Base shall not include any assets acquired in a permitted Investment after the Closing Date unless such assets are included in the Tranche A Borrowing Base (without regard to the effect of any difference in advance rates between such Borrowing Bases). The Tranche B-1 Borrowing Base shall not include any assets of any Foreign Subsidiary that becomes a Guarantor as set forth in the definition of "Subsidiary Guarantor" or any Intermediate Parent that is a Foreign Subsidiary.

"Tranche B-1 Excess Availability" means, at any time, the amount by which the Tranche B-1 Line Cap at such time exceeds the outstanding amount of Tranche B-1 Revolving Loans.

"Tranche B-1 Line Cap" means, as of any date of determination, an amount equal to the lesser of (i) the aggregate Tranche B-1 Revolving Commitments of all the Lenders then in effect and (ii) the Tranche B-1 Borrowing Base at such time, as determined from the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 6.01(e).

"Tranche B-1 Overadvance" means the amount by which the outstanding principal amount of Tranche B-1 Revolving Loans exceeds the Tranche B-1 Line Cap.

"Tranche B-1 Revolving Commitment" means, with respect to each Tranche B-1 Revolving Lender, its obligation to make its portion of the Tranche B-1 Revolving Loans to the Lead Borrower on the Closing Date in the amount set forth opposite such Tranche B-1 Revolving Lender's name on the Commitment Schedule. The aggregate Tranche B-1 Revolving Commitments on the Closing Date equal $12,000,000.

"Tranche B-1 Revolving Exposure" means, with respect to any Revolving Lender at any time, the sum of the USD Equivalent of the outstanding principal amount of such Revolving Lender's Tranche B-1 Revolving Loans at such time.

"Tranche B-1 Revolving Lender" means each Lender with a Tranche B-1 Revolving Commitment or that holds a Tranche B-1 Revolving Loan.

"Tranche B-1 Revolving Loans" means the Last-Out Tranche of term loans funded (or deemed to have been funded) on the Closing Date by the Tranche B-1 Revolving Lenders.

"Tranche B-2 Applicable Percentage" means, with respect to any Lender, (a) a percentage equal to a fraction, the numerator of which is (i) the aggregate Tranche B-2 Revolving Commitment of such Revolving Lender and (ii) the denominator of which is the aggregate Tranche B-2 Revolving Commitments of all the Revolving Lenders (or, if the Aggregate Tranche B-2 Revolving Commitments have terminated or expired, the Tranche B-2 Applicable Percentage shall be determined based upon such Revolving Lender's share of the aggregate Tranche B-2 Revolving Exposure).

"Tranche B-2 Availability Conditions" shall be deemed to be satisfied only if:

(a) the Tranche B-2 Revolving Exposure of each Revolving Lender does not exceed such Revolving Lender's Tranche B-2 Revolving Commitment;

(b) the aggregate Tranche B-2 Revolving Exposure of all Revolving Lenders does not exceed the Tranche B-2 Line Cap;

(c) [reserved]; and

(d) the aggregate Canadian Borrower Outstandings do not exceed the Canadian Borrower Sublimit.

"Tranche B-2 Availability Period" means the period from and including the Closing Date to the earlier of (i) the Maturity Date applicable to the Tranche B-2 Revolving Commitments and (ii) the date of termination of the Commitments of each Tranche B-2 Revolving Lender pursuant to Section 2.09.

"Tranche B-2 Borrowing Base" means, at any time (without duplication), the sum of:

(a) 5% of Eligible Credit Card Receivables of the Loan Parties, *plus*

(b) 5% of Eligible Accounts that are not Investment Grade Eligible Accounts of the Loan Parties, *plus*

(c) 5% of Eligible Accounts that are Investment Grade Eligible Accounts of the Loan Parties, *plus*

(d) 5% of the NOLV Percentage of the Eligible Inventory (other than Eligible In-Transit Inventory, Eligible Retail Finished Goods Inventory and Eligible Raw Materials Inventory) of the Loan Parties, *plus*

(e) 5% of the NOLV Percentage of Eligible Raw Materials Inventory of the Loan Parties, *plus*

(f) 5% of the NOLV Percentage of Eligible In-Transit Inventory of the Loan Parties, *minus*

(g) without duplication, (i) the Carve-Out Reserve, (ii) the Tranche B-2 Reserve and (iii) any other Reserves established by the Administrative Agent in its Permitted Discretion.

The Tranche B-2 Borrowing Base shall not include any assets acquired in a permitted Investment after the Closing Date unless such assets are included in the Tranche A Borrowing Base (without regard to the effect of any difference in advance rates between such Borrowing Bases). The Tranche B-2 Borrowing Base shall not include any assets of any Foreign Subsidiary that becomes a Guarantor as set forth in the definition of "Subsidiary Guarantor" or any Intermediate Parent that is a Foreign Subsidiary.

"Tranche B-2 Excess Availability" means, at any time, the amount by which the Tranche B-2 Line Cap at such time exceeds the outstanding amount of Tranche B-2 Revolving Loans.

"Tranche B-2 Line Cap" means, as of any date of determination, an amount equal to the lesser of (i) the aggregate Tranche B-2 Revolving Commitments of all the Lenders then in effect and (ii) the Tranche B-2 Borrowing Base at such time, as determined from the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 6.01(e).

"Tranche B-2 Overadvance" means the amount by which the outstanding principal amount of Tranche B-2 Revolving Loans exceeds the Tranche B-2 Line Cap.

"Tranche B-2 Reserve" means, as of any date of determination, (a) prior to August 13, 2023, an amount equal to $0, and (b) from and after August 13, 2023, an amount equal to the Tranche B-2 Line Cap as of such date.

"Tranche B-2 Revolving Commitment" means, with respect to each Tranche B-2 Revolving Lender, its obligation to make its portion of the Tranche B-2 Revolving Loans to the Lead Borrower on the Closing Date in the amount set forth opposite such Tranche B-1 Revolving Lender's name on the Commitment Schedule. The aggregate Tranche B-2 Revolving Commitments on the Closing Date equal $8,000,000.

"Tranche B-2 Revolving Exposure" means, with respect to any Revolving Lender at any time, the sum of the USD Equivalent of the outstanding principal amount of such Revolving Lender's Tranche B-2 Revolving Loans at such time.

"Tranche B-2 Revolving Lender" means each Lender with a Tranche B-1 Revolving Commitment or that holds a Tranche B-2 Revolving Loan.

"Tranche B-2 Revolving Loans" means the Last-Out Tranche of term loans funded (or deemed to have been funded) on the Closing Date by the Tranche B-2 Revolving Lenders.

"Transaction Costs" has the meaning specified in the definition of "Transactions".

"Transactions" means the execution and delivery of the Loan Documents and the definitive documentation in respect of the DIP Term Loan Facility to be entered into on the Closing Date and the initial funding (or deemed funding) of the Facilities hereunder and the initial funding of the DIP Term Loan Facility on the Closing Date, together with each of the following transactions to be consummated in connection therewith:

(a) the Refinancing; and

(b) the payment of all fees, costs and expenses incurred in connection with the transactions described in the foregoing provisions of this definition (this clause (b), the "Transaction Costs").

"Type" means, (a) with respect to a Loan, its character as a Base Rate Loan, Term SOFR Loan, Canadian Prime Rate Loan, Alternative Currency Daily Rate Loan or Alternative Currency Term Rate Loan, as applicable or (b) with respect to a Borrowing, its character as a Base Rate Borrowing, Term SOFR Borrowing, Canadian Prime Rate Borrowing, Alternative Currency Daily Rate Borrowing or Alternative Currency Term Rate Borrowing, as applicable.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Secured Parties' security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

"UCP" means the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time).

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom

Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"United States" and "U.S." mean the United States of America.

"Unrestricted Subsidiary" means any Subsidiary of the Lead Borrower listed on Schedule 1.01(e) hereto and any Subsidiary of any entity listed on Schedule 1.01(e) hereto. As of the Closing Date, there are no Unrestricted Subsidiaries, and during the term of the Facilities, there shall be no Unrestricted Subsidiaries.

"URS" means, collectively, URS-1 (Charleroi) LLC, a Delaware limited liability company and URS-2 (Corning) LLC, a Delaware limited liability company.

"U.S. Government Securities Business Day" means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

"US Loan Party" means any Loan Party that is organized under the Laws of the United States, any state thereof or the District of Columbia.

"US Security Agreement" means, collectively, the US Security Agreement, dated as of the Closing Date, among Holdings, the Lead Borrower, each other US Loan Party and the Collateral Agent, as amended, amended and restated, supplemented or otherwise modified from time to time, together with each security agreement supplement executed and delivered by a US Loan Party pursuant to Section 6.11.

"US Subsidiary" means any Subsidiary of Holdings organized under the Laws of the United States, any state thereof or the District of Columbia.

"USA PATRIOT Act" has the meaning specified in Section 10.19.

"USD Equivalent" means (a) with respect to any amount denominated in Dollars, such amount and (b) with respect to any amount of any Alternative Currency, on any date, the amount of Dollars that may be purchased with such amount of Alternative Currency at the Exchange Rate (determined in respect of the most recent Revaluation Date or other relevant date of determination).

"Variance Report" has the meaning specified in Section 6.01(i).

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors, managers or trustees, as applicable, of such Person.

"Wholly-Owned Subsidiary" means a Restricted Subsidiary, all of the Capital Stock of which (other than directors' qualifying shares) is owned, directly or indirectly, by the Lead Borrower or another Wholly-Owned Subsidiary.

"Withdrawal Liability" means the liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means any Loan Party, the Administrative Agent and, in the case of any U.S. federal withholding Tax, any other applicable withholding agent.

"Write-Down and Conversion Powers" means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution

or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified or extended, replaced or refinanced (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" each mean "to but excluding," and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., "Term SOFR Loan") or by Class and Type (e.g., a "Term SOFR Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Term SOFR Borrowing") or by Class and Type (e.g., a "Term SOFR Revolving Borrowing").

(e) For purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (i) "personal property" shall be deemed to include "movable property", (ii) "real property" shall be deemed to include "immovable property", (iii) "tangible property" shall be deemed to include "corporeal property", (iv) "intangible property" shall be deemed to include "incorporeal property", (v) "security interest" and "mortgage" shall be deemed to include a "hypothec", (vi) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code of Quebec, (vii) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to the "opposability" of such Liens to third parties, (viii) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (ix) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (x) an "agent" shall be deemed to include a "mandatary", (xi) "gross negligence or willful misconduct" shall be deemed to include "gross or intentional fault", (xii) all references to "foreclosure" or similar terms shall be deemed to include the "exercise of a hypothecary right" and (xiii) "joint and several" shall be deemed to include "solidary". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette*

convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement.

Section 1.03 Accounting Terms and Determinations.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If the Lead Borrower notifies the Administrative Agent that the Lead Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof to the operation of such provision (or if the Administrative Agent notifies the Lead Borrower that the Required Revolving Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

(c) Notwithstanding anything to the contrary contained in paragraph (a) above or in the definition of "Capitalized Lease Obligations", unless the Lead Borrower elects otherwise, all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "ASU") shall continue to be accounted for as operating leases (and not be treated as financing or capitalized lease obligations or Indebtedness) for purposes of all financial definitions, calculations and deliverables under this Agreement or any other Loan Document (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU or any other change in accounting treatment or otherwise (on a prospective or retroactive basis or otherwise) to be treated as or to be recharacterized as financing or capitalized lease obligations or otherwise accounted for as liabilities in financial statements.

(d) Computation of Certain Financial Covenants. Unless otherwise specified herein, all defined financial terms (and all other definitions used to determine such terms) shall be determined and computed in respect of the Lead Borrower and its Subsidiaries.

Section 1.04 [Reserved].

Section 1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.06 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day.

Section 1.07 [Reserved].

Section 1.08 Cashless Rollovers. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender replaces, renews or refinances, any of its then-existing Loans with additional Loans pursuant, in each case, to Section 2.09 or loans incurred under a new credit facility, in each case, to the extent such replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars", "in Canadian Dollars", "in Euros", "in British Pounds Sterling", "in Australian Dollars", "in immediately available funds", "in cash" or any other similar requirement.

Section 1.09 Divisions. For all purposes under the Loan Documents, any reference herein to a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a Division, or an allocation of assets to a series of a limited liability company (or the unwinding of such a Division or allocation), as if it were a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any Division shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, Joint Venture or any other like term shall also constitute such a Person or entity).

Section 1.10 Guarantees and Collateral. Notwithstanding any provision of any Loan Document to the contrary:

(a) For purposes of any determination relating to the ABL Priority Collateral as to which the Administrative Agent is granted discretion hereunder or under any other Loan Document (including any determination with respect to any waiver or extension or any opportunity to request that is permitted or required under the definition of "Collateral and Guarantee Requirement," under this Agreement or under any other Loan Document), the Administrative Agent shall be deemed to have agreed and accepted any determination in respect thereof by the Applicable Administrative Agent, it being understood and agreed that as of the Closing Date, the Administrative Agent is the Applicable Administrative Agent with respect to the ABL Priority Collateral; and

(b) For purposes of any determination relating to the Term Priority Collateral as to which the Administrative Agent is expressly granted discretion hereunder or under any other Loan Document (including any determination with respect to any waiver or extension or any opportunity to request that is permitted or required under the definition of "Collateral and Guarantee Requirement," under this Agreement or under any other Loan Document), the Administrative Agent shall be deemed to have agreed and accepted any determination in respect thereof by the Applicable Administrative Agent.

Section 1.11 Exchange Rate. The Administrative Agent shall determine the Exchange Rate as of each Revaluation Date to be used for calculating the USD Equivalent amount of any Revolving Loan and/or Letter of Credit that is denominated in Alternative Currency. The Exchange Rate shall become effective as of such Revaluation Date and shall be the Exchange Rate employed in converting any amount between any such other currency and Dollars until the next occurring Revaluation Date.

Section 1.12 Additional Alternative Currencies.

(a) The Lead Borrower may from time to time request that Credit Extensions be made in a currency other than Dollars, Canadian Dollars, British Pounds Sterling, Euros or Australian Dollars; provided that such requested currency is an Eligible Currency. Any such request shall be subject to the approval of the Administrative Agent and, in the case of Loans, all the Lenders, or, in the case of Letters of Credit, each applicable Issuing Bank, in each case such consent not to be unreasonably withheld, conditioned or delayed.

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., fifteen (15) Business Days prior to the date of the desired Credit Extension (or such shorter time or date as may be agreed by the Administrative Agent and, in the case of any such request pertaining to Letters of Credit, the Issuing Bank, in its or their sole discretion). The Administrative Agent shall promptly notify the Lenders and the Issuing Banks, as applicable, of such request. Each Lender and each Issuing Bank requested to make a Credit Extension in such currency shall notify the Administrative Agent, not later than 11:00 a.m., ten (10) Business Days after receipt of such request whether it consents, in its sole discretion, to the making of such Credit Extensions in such requested currency.

(c) Any failure by a Lender, or an Issuing Bank to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such Person to permit such Credit Extension to be made in such requested currency. If the Administrative Agent and the Lenders or the applicable Issuing Banks, as the case may be, consent to the making of Credit Extensions in such requested currency, (i) the Administrative Agent shall so notify the Lead Borrower, (ii) the Administrative Agent and the Lead Borrower may amend the terms of this Agreement, including the definition of Alternative Currency Daily Rate or Alternative Currency Term Rate, as applicable, to the extent necessary to, among other things, add the applicable rate for such currency and any applicable adjustment for such rate and (iii) after giving effect to such amendments, such currency

shall thereupon constitute an Additional Alternative Currency for purposes of all applicable Credit Extensions hereunder. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.12 from the Lenders and/or the applicable Issuing Banks, the Administrative Agent shall promptly so notify the Lead Borrower.

ARTICLE II.

THE COMMITMENTS AND BORROWINGS

Section 2.01 Commitments. Subject to the terms and conditions set forth herein and in the Orders, and subject to the occurrence of the Interim Order Entry Date:

(a) (i)(A) Pre-Petition Tranche A Revolving Commitments in an aggregate amount equal to $105,000,000 held by the Pre-Petition ABL Lenders as of the Petition Date are deemed to have been substituted and exchanged for Tranche A Revolving Commitments in such aggregate amount hereunder on and as of the Closing Date, (B) the Pre-Petition Outstanding Tranche A Revolving Loans in an aggregate amount equal to $[●] are deemed to have been repaid by Tranche A Revolving Loans hereunder on and as of the Closing Date and such Tranche A Revolving Loans are deemed to have been funded on and as of the Closing Date, and constitute and are deemed to be Tranche A Revolving Loans hereunder allocated among the Tranche A Revolving Lenders based on their pro rata share of the Tranche A Revolving Commitments and (C) each Tranche A Revolving Lender agrees to make Tranche A Revolving Loans to the Borrowers from time to time during the Tranche A Availability Period denominated in Dollars, Canadian Dollars, British Pounds Sterling, Euros or Australian Dollars, as requested by the applicable Borrower pursuant to Section 2.02, in an aggregate principal amount not to exceed at any time outstanding the amount of such Lender's Tranche A Revolving Commitments; provided, that, after giving effect to any Revolving Borrowing of Tranche A Revolving Loans under this clause (i)(C), the Tranche A Availability Conditions would be satisfied; (ii)(A) Pre-Petition Tranche B-1 Revolving Commitments in an aggregate amount equal to $12,000,000 held by the Pre-Petition ABL Lenders as of the Petition Date are deemed to have been substituted and exchanged for Tranche B-1 Revolving Commitments in such aggregate amount hereunder on and as of the Closing Date, (B) the Pre-Petition Outstanding Tranche B-1 Revolving Loans in an aggregate amount equal to $[●] are deemed to have been repaid by Tranche B-1 Revolving Loans hereunder on and as of the Closing Date and the sum of such Tranche B-1 Revolving Loans are deemed to have been funded on and as of the Closing Date, and constitute and are deemed to be Tranche B-1 Revolving Loans hereunder allocated among the Tranche B-1 Revolving Lenders based on their pro rata share of the Tranche B-1 Revolving Commitments and (C) each Tranche B-1 Revolving Lender agrees to make Tranche B-1 Revolving Loans to the Borrowers from time to time during the Tranche B-1 Availability Period denominated in Dollars and Canadian Dollars as requested by the Borrowers pursuant to Section 2.02, in an aggregate principal amount not to exceed at any time outstanding the amount of such Tranche B-1 Revolving Lender's Tranche B-1 Revolving Commitments; provided, that, after giving effect to any Revolving Borrowing of Tranche B-1 Revolving Loans, the Tranche B-1 Availability Conditions would be satisfied; and (iii)(A) Pre-Petition Tranche B-2 Revolving Commitments in an aggregate amount equal to $8,000,000 held by the Pre-Petition ABL Lenders as of the Petition Date are deemed to have been substituted and exchanged for Tranche B-2 Revolving Commitments in such aggregate amount hereunder on and as of the Closing Date, (B) the Pre-Petition Outstanding Tranche B-2 Revolving Loans in an aggregate amount equal to $[●] are deemed to have been repaid by Tranche B-2 Revolving Loans hereunder on and as of the Closing Date and the sum of such Tranche B-2 Revolving Loans are deemed to have been funded on and as of the Closing Date, and constitute and are deemed to be Tranche B-2 Revolving Loans hereunder allocated among the Tranche B-2 Revolving Lenders based on their pro rata share of the Tranche B-2 Revolving Commitments and (C) each Tranche B-2 Revolving Lender agrees to make Tranche B-2 Revolving Loans to the Borrowers from time to time during the Tranche B-2 Availability Period denominated in Dollars and Canadian Dollars as requested by the Borrowers pursuant to Section 2.02, in an aggregate principal amount not to exceed at any time outstanding the amount of such Tranche B-2 Revolving Lender's Tranche B-1 Revolving Commitments; provided, that, after giving effect to any Revolving Borrowing of Tranche B-2 Revolving Loans, the Tranche B-2 Availability Conditions would be satisfied; and[4]

(b) within the limits of each Lender's Revolving Commitment, and subject to the other terms and conditions hereof, the Borrowers may borrow under Section 2.01(a), prepay under Section 2.11 and re-borrow

[4] BofA/Skadden to confirm amounts and update.

under Section 2.01(a). Loans denominated in Dollars may be Base Rate Loans or Term SOFR Loans. Loans denominated in British Pounds Sterling shall be Alternative Currency Daily Rate Loans. Loans denominated in Euros, Canadian Dollars and Australian Dollars shall be Alternative Currency Term Rate Loans; provided, that Loans denominated in Canadian Dollars may be Canadian Prime Rate Loans, but such Canadian Prime Rate Loans shall be available solely to the Canadian Borrower and only in the event that the Canadian Borrower is unable to request a Loan bearing interest at the CDOR Rate as a result of any of the circumstances set forth in Section 2.14(a).

Section 2.02 Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Facility and Type made by the Lenders ratably in accordance with their respective Commitments. Any Protective Advance and any Swingline Loan shall be made in accordance with the procedures set forth in Sections 2.04 and 2.05.

(b) All Borrowings may be denominated in Dollars, Canadian Dollars, British Pounds Sterling, Euros or Australian Dollars. Subject to Section 2.14, (i) each Revolving Borrowing that is denominated in Dollars shall be comprised entirely of Base Rate Loans or Term SOFR Loans, as the applicable Borrower may request in accordance herewith, (ii) each Revolving Borrowing that is denominated in British Pounds Sterling shall be comprised entirely of Alternative Currency Daily Rate Loans, as the applicable Borrower may request in accordance herewith, (iii) each Revolving Borrowing that is denominated in Euros or Australian Dollars shall be comprised entirely of Alternative Currency Term Rate Loans, as the applicable Borrower may request in accordance herewith and (iv) each Revolving Borrowing that is denominated in Canadian Dollars shall be comprised entirely of Alternative Currency Term Rate Loans or Canadian Prime Rate Loans, as the applicable Borrower may request in accordance herewith; provided that all Term Rate Borrowings made on the Closing Date must be made in accordance with Section 2.03; provided, further, that Canadian Prime Rate Loans (x) shall not be made to any Borrower other than the Canadian Borrower and (y) shall not be made to the Canadian Borrower unless the Canadian Borrower is unable to request a Loan bearing interest at the CDOR Rate as a result of any of the circumstances set forth in Section 2.14. Each Swingline Loan to any Borrower shall be a Base Rate Loan. Each Lender at its option may make any Term Rate Loan, Canadian Prime Rate Loan or Alternative Currency Daily Rate Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of any applicable Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Rate Borrowing, such Borrowing shall be in an aggregate (USD Equivalent) amount that is an integral whole-multiple of the USD Equivalent of $500,000 and not less than the USD Equivalent of $2,000,000. At the time that each Base Rate Borrowing or Canadian Prime Rate Borrowing is made, such Borrowing shall be in an aggregate (USD Equivalent) amount that is an integral whole-multiple of the USD Equivalent of $500,000 and not less than the USD Equivalent of $1,000,000; provided that a Base Rate Borrowing or Canadian Prime Rate Borrowing may be in an aggregate (USD Equivalent) amount that is equal to the entire unused balance of the total Commitments (less Reserves) or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e). Each Swingline Loan shall be in an amount that is an integral multiple of $100,000 and not less than $500,000. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of twelve (12) Term Rate Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, no Borrower shall be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

Section 2.03 Requests for Borrowings. To request a Borrowing, the applicable Borrower shall notify the Administrative Agent of such request by submitting an irrevocable written Borrowing Notice (delivered by hand, facsimile or an electronic communication system approved by the Administrative Agent) signed by such Borrower (a) with respect to Revolving Loans denominated in Dollars, not later than 2:00 pm, New York time, two (2) Business Days before the date of any proposed Term SOFR Borrowing (b) with respect to Revolving Loans denominated in Dollars, not later than 12:00 noon, New York time, on the date of any proposed Base Rate Borrowing, (c) with respect to Revolving Loans denominated in British Pounds Sterling, Euros or Canadian Dollars, not later than 2:00 pm, New York time, three (3) Business Days before the date of any proposed Alternative Currency Daily Rate Borrowing, Alternative Currency Term Rate Borrowing or Canadian Prime Rate Borrowing, as applicable and (d) with respect to

Revolving Loans denominated in Australian Dollars, not later than 2:00 pm, New York time, four (4) Business Days before the date of any proposed Alternative Currency Term Rate Borrowing; provided that, notwithstanding the foregoing, with respect to any Borrowing proposed to be made on the Closing Date or requested prior to the Closing Date, the Administrative Agent shall not later than 2:00 pm, New York time, two (2) Business Days prior to the Closing Date (or such later time agreed to by the Administrative Agent) have received a Borrowing Notice and a funding indemnity side letter by the Lead Borrower requesting such Borrowing for the benefit of the Administrative Agent and each Lender reasonably satisfactory to the Administrative Agent; provided, further, that any such notice of a Base Rate Borrowing to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e) may be given not later than 12:00 noon, New York time, on the date of the proposed Borrowing; provided, further, that the Lead Borrower may condition the initial Borrowing hereunder on the Closing Date in such notice on the entry of the Interim Order; provided, further, that the Lead Borrower may deliver a new notice if such condition fails to be satisfied on the proposed Borrowing date. Each such written Borrowing Notice shall specify the following information in compliance with Section 2.01:

(i) the name of the applicable Borrower;

(ii) the aggregate amount of the requested Borrowing and a breakdown of the separate wires comprising such Borrowing;

(iii) the date of such Borrowing, which shall be a Business Day;

(iv) whether such Borrowing is to be made in Dollars, Canadian Dollars, British Pounds Sterling, Australian Dollars or Euros;

(v) whether such Borrowing is to be a Base Rate Borrowing, Term SOFR Borrowing, Alternative Currency Daily Rate Borrowing, Alternative Currency Term Rate Borrowing or Canadian Prime Rate Borrowing; provided all Loans denominated in British Pounds Sterling shall be Alternative Currency Daily Rate Loans, whether or not specified;

(vi) whether such Borrowing is to be a Borrowing of Tranche A Revolving Loans, Tranche B-1 Revolving Loans or Tranche B-2 Revolving Loans; provided that, each Borrowing request shall be deemed to be a request for (1) Tranche B-2 Revolving Loans in an aggregate amount of up to the lesser of (x) the amount of such Borrowing request and (y) the amount that would cause the Tranche B-2 Revolving Exposure to equal the Tranche B-2 Line Cap, (2) to the extent the amount of such Borrowing request exceeds the amount of the Revolving Loans extended pursuant to the preceding clause (1), Tranche B-1 Revolving Loans in an aggregate amount of up to the lesser of (x) the remaining amount of such Borrowing request and (y) the amount that would cause the Tranche B-1 Revolving Exposure to equal the Tranche B-1 Line Cap and (3) to the extent the amount of such Borrowing request exceeds the aggregate amount of the Revolving Loans extended pursuant to the preceding clauses (1) and (2), Tranche A Revolving Loans in an aggregate amount of the remaining amount of such Borrowing request; and

(vii) in the case of a Term SOFR Borrowing or Alternative Currency Term Rate Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period."

If no election as to currency is specified in such Borrowing Notice, then the requested Borrowing shall be made in Dollars. In the case of a requested Borrowing to be made in Dollars, if no election as to the Type of Borrowing is specified in such Borrowing Notice, then the requested Borrowing shall be a Base Rate Borrowing. In the case of a requested Borrowing to be made in an Alternative Currency, if no election as to the Type of Borrowing is specified in such Borrowing Notice, then the requested Borrowing shall be Alternative Currency Term Rate loans with an Interest Period of one month's duration. Promptly following receipt of a Borrowing Notice in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 Protective Advances.

(a) Subject to the limitations set forth below and in the Orders, the Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Administrative Agent's sole discretion (but shall have absolutely no obligation to), to make Loans to any Borrower in Dollars on behalf of the Revolving Lenders (each such Loan, a "Protective Advance"), which the Administrative Agent, in its Permitted Discretion, deems necessary or desirable (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Loan Obligations, or (iii) to pay any other amount chargeable to or required to be paid by the Borrowers pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 10.03) and other sums payable under the Loan Documents; provided that, the aggregate USD Equivalent (measured at the time of each Protective Advance) amount of Protective Advances outstanding at any time shall not at any time exceed $30,000,000. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. Protective Advances shall constitute Secured Obligations. All Protective Advances shall be Base Rate Borrowings. Protective Advances shall be payable upon the demand of the Administrative Agent. The Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Revolving Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent's receipt thereof. In no event shall a Protective Advance be made if, after giving effect thereto, the Tranche A Revolving Exposure, Tranche B-1 Revolving Exposure or Tranche B-2 Revolving Exposure would exceed the applicable Revolving Commitments of any Lender for the relevant Class of Revolving Loans. At any time that there is sufficient Aggregate Excess Availability and the conditions precedent set forth in Section 4.02 have been satisfied, the Administrative Agent may request the Revolving Lenders to make a Revolving Loan to any Borrower to repay such Protective Advance; provided, that such request shall be apportioned among and drawn upon the Classes of Revolving Commitments in accordance with the proviso set forth in Section 2.03(vi). At any other time the Administrative Agent may require the Lenders to fund their risk participations described in Section 2.04(b). No funding of a Protective Advance shall constitute a waiver by the Administrative Agent or any Lender of any Default relating thereto; provided that no such Protective Advance shall result in a Default due to any Borrower's failure to comply with Section 2.01(a) for so long as such Protective Advance remains outstanding in accordance with the terms of this Section 2.04(a), but solely with respect to the amount of such Protective Advance. Except as set forth in the immediately preceding sentence, no Loan Party shall be a beneficiary of this Section 2.04 nor authorized to enforce any of its terms.

(b) Upon the making of a Protective Advance by the Administrative Agent (whether before or after the occurrence of a Default), each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Administrative Agent without recourse or warranty, an undivided interest and participation in such Protective Advance (each, a "Protective Advance Participation") in proportion to its Tranche A Applicable Percentage, Tranche B-1 Applicable Percentage and Tranche B-2 Applicable Percentage (if any); provided, that such participations shall be apportioned among the Classes of Revolving Commitments in accordance with the proviso set forth in Section 2.03(vi) to the same extent as if such participations had been requests for Revolving Loans. From and after the date, if any, on which any Lender is required to fund its participation in any Protective Advance purchased hereunder, the Administrative Agent shall promptly distribute to each Lender such Lender's Tranche A Applicable Percentage, Tranche B-1 Applicable Percentage and Tranche B-2 Applicable Percentage (if any) of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Protective Advance.

(c) At any time that any Protective Advance is outstanding, the proceeds of any Revolving Loan or Swingline Loan that is made shall first be applied to the repayment of such Protective Advance upon the making of such Revolving Loan or Swingline Loan (and otherwise, each Revolving Lender shall, upon request from the Administrative Agent, fund its Protective Advance Participation).

Section 2.05 Swingline Loans.

(a) Subject to the terms and conditions set forth herein and in the Orders, the Swingline Lender may in its discretion make Swingline Loans to any Borrower in Dollars in connection with the Revolving Facility, from time to time during the Tranche A Availability Period, in an aggregate principal amount at any time outstanding that will not result in the aggregate principal amount of outstanding Swingline Loans exceeding $30,000,000; provided that, after giving effect to any Borrowing of Swingline Loans, the Tranche A Availability Conditions would be satisfied. Swingline Loans shall constitute Revolving Loans, except that payments thereon shall be made to the Administrative Agent for its own account until the applicable Tranche A Revolving Lenders have funded their

respective participations therein as provided below, and shall reduce Tranche A Excess Availability in the same manner as a Tranche A Revolving Loan. Within the foregoing limits and subject to the terms and conditions set forth herein and in the Orders, the Borrowers may borrow, prepay and re-borrow Swingline Loans. To request a Swingline Loan, the applicable Borrower shall irrevocably notify the Swingline Lender and the Administrative Agent of such request by delivering a Swingline Loan Notice, in each case, not later than noon, New York time, on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan, which, except for requests deemed made pursuant to Section 2.10(g), shall be an aggregate amount that is an integral whole-multiple of $500,000 and not less than $1,000,000. Promptly after receipt by the Swingline Lender of any Swingline Loan Notice (delivered by facsimile or an electronic communication system approved by the Administrative Agent), the Swingline Lender will confirm with the Administrative Agent in writing that the Administrative Agent has also received such Swingline Loan Notice and, if not, the Swingline Lender will notify the Administrative Agent in writing of the contents thereof. If the Swingline Lender elects to make a requested Swingline Loan to a Borrower, then, subject to the terms and conditions hereof and in the Orders, unless the Swingline Lender has received notice in writing from the Administrative Agent (including at the request of any Lender) prior to 2:00 p.m. New York time on the date of the proposed Borrowing of Swingline Loans (A) directing the Swingline Lender not to make such Swingline Loan as a result of the limitations set forth in the first proviso to the first sentence of Section 2.05(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, the Swingline Lender will, not later than 3:00 p.m. New York time on the borrowing date specified in such Swingline Loan Notice, make such Swingline Loan available to such Borrower by means of a credit to the applicable Funding Account(s) (provided, that such credit shall instead be, in the case such Borrowing is made during a Dominion Period, to the applicable Dominion Account).

(b) The Swingline Lender may, upon written notice given to the Administrative Agent not later than 11:00 a.m. on a Business Day, New York time, require the Tranche A Revolving Lenders to acquire participations in all or a portion of the Swingline Loans outstanding on such Business Day. Such notice shall specify the aggregate Dollar amount of Swingline Loans in which Tranche A Revolving Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Tranche A Revolving Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Tranche A Revolving Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Lender's Tranche A Applicable Percentage of such Swingline Loan or Tranche A Revolving Loans. Each Tranche A Revolving Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction, reallocation or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Tranche A Revolving Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Tranche A Revolving Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Tranche A Revolving Lenders. The Administrative Agent shall notify the applicable Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrowers (or other party on behalf of the Borrowers) in respect of a Swingline Loan made in Dollars after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Tranche A Revolving Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to any Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve any Borrower of any default in the payment thereof.

(c) Upon the making of a Swingline Loan (whether before or after the occurrence of a Default and regardless of whether a Settlement has been requested with respect to such Swingline Loan), each Tranche A Revolving Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Swingline Lender without recourse or warranty, an undivided interest and participation in such Swingline Loan in proportion to its Tranche A Applicable Percentage of the Tranche A Revolving Commitment. The

Swingline Lender may, at any time, require the Tranche A Revolving Lenders to fund their participations. From and after the date, if any, on which any Tranche A Revolving Lender is required to fund its participation in any Swingline Loan purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Tranche A Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Loan.

(d) The Administrative Agent, on behalf of the Swingline Lender, shall request settlement (a "Settlement") with the Tranche A Revolving Lenders on at least a weekly basis (unless the settlement amount is *de minimis*) or on any date that the Administrative Agent elects, by notifying the Tranche A Revolving Lenders of such requested Settlement by electronic transmission, telephone, or e-mail no later than 1:00 p.m. New York time on the date of such requested Settlement (the "Settlement Date"). Each Tranche A Revolving Lender (other than the Swingline Lender, in the case of the Swingline Loans) shall transfer the amount of such Tranche A Revolving Lender's Tranche A Applicable Percentage of the outstanding principal amount of the applicable Loan with respect to which Settlement is requested to the Administrative Agent, to such account of the Administrative Agent as the Administrative Agent may designate, not later than 3:00 p.m., New York time on such Settlement Date. Settlements may occur during the existence of a Default and whether or not the applicable conditions precedent set forth in Section 4.02 have then been satisfied. Such amounts transferred to the Administrative Agent shall be applied against the amounts of the Swingline Lender's Swingline Loans with respect to the applicable Borrower and, together with Swingline Lender's Tranche A Applicable Percentage of such Swingline Loan, shall constitute Tranche A Revolving Loans of such Tranche A Revolving Lenders, respectively. If a Swingline Loan cannot be settled among Lenders for any reason, each Tranche A Revolving Lender shall pay the amount of its participation in the Loan to the Administrative Agent, in immediately available funds, within one Business Day after the Administrative Agent's request therefor. If any such amount is not transferred to the Administrative Agent by any Tranche A Revolving Lender on such Settlement Date, the Swingline Lender shall be entitled to recover such amount on demand from such Lender together with interest thereon as specified in Section 2.07.

Section 2.06 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein and in the Orders, the Borrowers may request the issuance of Letters of Credit in Dollars, Canadian Dollars, Australian Dollars, Euros, British Pounds Sterling or any other Alternative Currency for the account such Borrower (for the benefit of such Borrower or any other Loan Party), in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the Tranche A Availability Period. Notwithstanding the foregoing, the Existing Letters of Credit shall be deemed to be "Letters of Credit" issued hereunder on the Closing Date for all purposes of the Loan Documents. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other LC Document submitted by any Borrower to, or entered into by such Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the applicable Borrower shall deliver by hand or facsimile (or transmit by an electronic communication system, if arrangements for doing so have been approved by the relevant Issuing Bank) to the applicable Issuing Bank and the Administrative Agent (prior to 2:00 p.m., New York time, at least three (3) Business Days prior (or, in the case of a Special Notice Currency (other than Australian Dollars), five (5) Business Days prior) to the requested date of issuance, amendment, renewal or extension or such shorter period as such Issuing Bank may agree) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the currency of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by an Issuing Bank, the applicable Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit or any amendment, renewal or extension thereof. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit, Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure of each Issuing Bank shall not exceed the LC Commitment of

such Issuing Bank (provided that each Issuing Bank hereby agrees that any Existing Letters of Credit issued by such Issuing Bank may exceed such Issuing Bank's LC Commitment), (ii) the Tranche A Availability Conditions shall be satisfied and (iii) the other conditions in Section 4.02 shall be satisfied. If, in sufficient time to act, the applicable Issuing Bank receives written notice from the Administrative Agent or Required Revolving Lenders that any of the conditions in in the immediately preceding sentence have not been satisfied, such Issuing Bank shall not issue the requested Letter of Credit. Prior to receipt of any such notice, the applicable Issuing Bank shall not be deemed to have knowledge of any failure of such conditions.

(i) No Issuing Bank shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing the Letter of Credit, or any Law applicable to such Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit, or request that such Issuing Bank refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon such Issuing Bank with respect to the Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which such Issuing Bank in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of such Issuing Bank applicable to letters of credit generally;

(C) [reserved];

(D) any Tranche A Revolving Lender is at that time a Defaulting Lender, unless such Issuing Bank has entered into arrangements, including the delivery of cash collateral, satisfactory to such Issuing Bank (in its sole discretion) with the Borrowers or such Lender to eliminate such Issuing Bank's actual or potential Fronting Exposure (after giving effect to Section 2.20(c)(i)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other Loan Obligations relating to Letters of Credit as to which such Issuing Bank has actual or potential Fronting Exposure, as it may elect in its sole discretion; or

(E) the Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder.

(ii) No Issuing Bank shall be under any obligation to amend any Letter of Credit if (A) such Issuing Bank would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or 180 days in respect of a commercial Letter of Credit) and (ii) the date that is five (5) Business Days prior to the Maturity Date applicable to the Tranche A Revolving Commitments (unless cash collateralized on terms reasonably satisfactory to the Administrative Agent and the applicable Issuing Bank); provided, that any standby Letter of Credit may provide for the renewal thereof for additional periods of up to one year (which shall in no event extend beyond the date referred to in clause (ii) above unless cash collateralized on terms reasonably satisfactory to the Administrative Agent and the applicable Issuing Bank).

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of any Issuing Bank or the Revolving Lenders, each Issuing Bank hereby grants to each Tranche A Revolving Lender, and each Tranche A Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Tranche A Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit (in respect

of any Letter of Credit issued in any currency other than Dollars, expressed in the USD Equivalent thereof). In consideration and in furtherance of the foregoing, each Tranche A Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's Tranche A Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrowers on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrowers for any reason. Each Tranche A Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or increase, reduction, reallocation or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever, including any amendment, extension, reinstatement or renewal of any Letter of Credit or the occurrence and continuance of a Default or reduction, reallocation or termination of the Commitments.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent, at the election of the Lead Borrower, either (x) an amount equal to the amount of such LC Disbursement in the currency of such LC Disbursement or (y) the USD Equivalent of such LC Disbursement, in each case not later than noon, New York time, on the Business Day immediately following the date on which the Borrowers shall have received notice of such LC Disbursement; provided that, the Borrowers may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with a Base Rate Revolving Borrowing or Swingline Loan in an equivalent amount and, to the extent so financed, the Borrowers' obligations to make such payment shall be discharged and replaced by the resulting Base Rate Revolving Borrowing. If any Borrower fails to make such payment when due, the Administrative Agent shall notify each Tranche A Revolving Lender of the applicable LC Disbursement, the payment then due from such Borrower in respect thereof and such Lender's Tranche A Applicable Percentage thereof. Promptly following receipt of such notice, each Tranche A Revolving Lender shall pay to the Administrative Agent its Tranche A Applicable Percentage of the payment then due from such Borrower, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Tranche A Revolving Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Tranche A Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from any Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to such Issuing Bank or, to the extent that Tranche A Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Tranche A Revolving Lender pursuant to this paragraph to reimburse the applicable Issuing Bank for any LC Disbursement (other than the funding of Base Rate Loans or Swingline Loan as contemplated above) shall not constitute a Loan, shall not relieve such Borrower of its obligation to reimburse such LC Disbursement and shall be made in Dollars.

(f) Obligations Absolute. Each Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, this Agreement, any other Loan Document or any term or provision therein, (ii) the existence of any claim, counterclaim, setoff, defense or other right that any Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), any Issuing Bank or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction, (iii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent, noncompliant, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect, (iv) waiver by any Issuing Bank of a requirement that exists for its protection (and not the protection of a Borrower) or that does not materially prejudice a Borrower, (v) payment by the applicable Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit (including the honor of an electronic demand for payment even if a draft is required and payment of an item presented after a Letter of Credit's expiration date if authorized by the UCC of applicable customs or practices), or (vi) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder. Neither the Administrative

Agent, nor the Revolving Lenders nor any Issuing Bank, nor any of their Related Parties (i) makes any express or implied warranty, representation or guaranty to Lenders with respect to any Letter of Credit, the Collateral, or any Loan Party, (ii) shall be responsible to any Lender for any recitals, statements, information, representations or warranties contained in, or for the execution, validity, genuineness, effectiveness or enforceability of, any LC Document; the validity, genuineness, enforceability, collectability, value or sufficiency of any Collateral or perfection of any Lien therein; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Loan Party, (iii) shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the applicable Issuing Bank; provided that the foregoing shall not be construed to excuse the applicable Issuing Bank from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by any Borrower that are caused by the applicable Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence, bad faith or willful misconduct on the part of the applicable Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, such Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures; Assumption of Risk.

(i) The applicable Issuing Bank shall, within the period stipulated by terms and conditions of the applicable Letter of Credit following its receipt thereof, examine all documents purporting to represent a demand for payment under such Letter of Credit. After such examination, such Issuing Bank shall promptly notify the Administrative Agent and the applicable Borrower by telephone (confirmed by electronic transmission) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve any Borrower of its obligation to reimburse such Issuing Bank and the Tranche A Revolving Lenders with respect to any such LC Disbursement.

(ii) None of the Administrative Agent, any Issuing Bank or any Lender shall be responsible for the existence, character, quality, quantity, condition, packing, value or delivery of any goods purported to be represented by any LC Documents; differences or variation in the character, quality, quantity, condition, packing, value or delivery of any goods from that expressed in any LC Documents; the form, validity, sufficiency, accuracy, genuineness or legal effect of any LC Documents or any endorsements thereon; the time, place, manner or order in which shipment of goods is made; partial, incomplete or failed shipment of any goods referred to in a Letter of Credit or LC Documents; deviation from instructions, delay, default or fraud by any shipper or other Person in connection with any goods, shipment or delivery; breach of contract between a shipper or vendor and a Borrower; errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, telecopy, e-mail, telephone or otherwise; errors in translation or interpretation of technical terms; misapplication by a beneficiary of a Letter of Credit or proceeds thereof; or consequences arising from causes beyond the control of any Issuing Bank, the Administrative Agent or any Lender, including any act or omission of a Governmental Authority. Each Issuing Bank shall be fully subrogated to all rights and remedies of a beneficiary whose claims are discharged through a Letter of Credit.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, unless the Borrowers reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburse such LC Disbursement, at the rate *per annum* then applicable to (x) in the case

of any Letter of Credit denominated in Dollars, Base Rate Loans that are Tranche A Revolving Loans, (y) in the case of any Letter of Credit denominated in Euros, Canadian Dollars or Australian Dollars or other Alternative Currencies (other than British Pounds Sterling), Alternative Currency Term Rate Loans that are Tranche A Revolving Loans with an Interest Period of one month's duration (provided, if the CDOR Rate is unavailable, unreimbursed LC Disbursements in respect of Letters of Credit denominated in Canadian Dollars shall bear interest at the Canadian Prime Rate) and (z) in the case of any Letter of Credit denominated in British Pounds Sterling, Alternative Currency Daily Rate Loans that are Tranche A Revolving Loans; provided that, if the Borrowers fail to reimburse such LC Disbursement when due pursuant to Section 2.06(e), then Section 2.13(d) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Tranche A Revolving Lender pursuant to Section 2.06(e) to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of an Issuing Bank. Any Issuing Bank may be replaced at any time by written agreement among the Lead Borrower, the Administrative Agent and the successor Issuing Bank. The Administrative Agent shall notify the Tranche A Revolving Lenders of any such replacement of such Issuing Bank. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to include such successor or to any such previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Resignation of Issuing Bank. Notwithstanding anything to the contrary contained herein, any Issuing Bank may, upon thirty (30) Business Days' notice to the Lead Borrower and the Administrative Agent, resign as an Issuing Bank. If the Lead Borrower has not identified a successor Issuing Bank willing to accept its appointment as successor Issuing Bank prior to the expiration of such 30-Business Day period with respect to such resignation, the resigning Issuing Bank shall identify a successor Issuing Bank reasonably acceptable to the Lead Borrower and willing to accept appointment as successor Issuing Bank; provided that no failure by the Lead Borrower to appoint or approve any such successor shall affect the resignation of the relevant Issuing Bank, except as expressly provided above. From and after the effective date of any such resignation, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the resignation of an Issuing Bank hereunder, the resigned Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such resignation, but shall not be required to issue additional Letters of Credit.

(k) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Lead Borrower receives notice from the Administrative Agent or the Required Tranche A Revolving Lenders (or, if the maturity of the Loans has been accelerated, Tranche A Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, then the Borrowers shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Tranche A Revolving Lenders (the "LC Collateral Account"), an amount in cash equal to 103% of the LC Exposure as of such date, plus accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account, and the Borrowers hereby grant the Administrative Agent a security interest in the LC Collateral Account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the relevant Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement

obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Tranche A Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other Secured Obligations. If the Borrowers are required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Lead Borrower within three (3) Business Days after all such Defaults have been cured or waived.

(l) Applicability of ISP and UCP; Limitation of Liability. Unless otherwise expressly agreed by the applicable Issuing Bank and the applicable Borrower when a Letter of Credit is issued by it, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to each commercial Letter of Credit. Notwithstanding the foregoing, no Issuing Bank shall be responsible to any Borrower for, and no Issuing Bank's rights and remedies against a Borrower shall be impaired by, any action or inaction of any Issuing Bank required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where any Issuing Bank or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

Section 2.07 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., New York time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage; provided that Swingline Loans shall be made as provided in Section 2.05. The Administrative Agent will make such Loans available to the applicable Borrower by promptly crediting the amounts so received, in like funds, to the Funding Account(s); provided that (A) Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank and (ii) a Protective Advance shall be retained by the Administrative Agent, and (B) if such Borrowing is made during a Dominion Period, all Loans to the Borrowers shall be credited to the Dominion Account.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Lead Borrower requesting such Borrowing severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Rate (or, with respect to any amount denominated in any currency other than Dollars, the rate of interest per annum at which overnight deposits in the applicable currency, in an amount that is approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by the Administrative Agent in the applicable offshore interbank market for such currency) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the applicable Borrower, (x) in the case of any Borrowing made in Dollars, the interest rate applicable to Base Rate Loans (as set forth in clause (a) of the definition of Applicable Rate in the case of Tranche A Revolving Loans or as set forth in clauses (b) or (c) of the definition of Applicable Rate in the case of Tranche B Revolving Loans, as applicable), (y) in the case of any Borrowing made in Euros, Canadian Dollars, Australian Dollars or other Alternative Currencies (other than British Pounds Sterling), the interest rate applicable to Alternative Currency Term Rate Loans with an Interest Period of one month's duration (provided, if the CDOR Rate is unavailable, such corresponding amount of any Borrowing denominated in Canadian Dollars shall bear interest at the Canadian Prime Rate) (as set forth in clause (a) of the definition of Applicable Rate in the case of Tranche A Revolving Loans or as set forth in clauses (b) or (c) of the definition of Applicable Rate in the case of Tranche B Revolving Loans, as applicable) and (z) in the case of any Borrowing in British Pounds Sterling, the interest rate applicable to Alternative Currency Daily Rate Loans (as set forth in clause (a) of the definition of Applicable Rate in the case of Tranche A Revolving Loans

or as set forth in clauses (b) or (c) of the definition of Applicable Rate in the case of Tranche B Revolving Loans, as applicable). If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

Section 2.08 Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Notice in accordance with the terms hereof and, in the case of a Term Rate Borrowing, shall have an initial Interest Period as specified in such Borrowing Notice or as otherwise provided in Section 2.03. Thereafter, the applicable Borrower may elect to convert such Borrowing to a different Type available in such currency or to continue such Borrowing and, in the case of a Term Rate Borrowing, may elect Interest Periods therefor, all as provided in this Section. The applicable Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Loans or Protective Advances, which may not be converted or continued. Except as otherwise provided herein, Term Rate Borrowing may be continued or converted only on the last day of an Interest Period for such Term Rate Borrowing.

(b) To make an election pursuant to this Section, the applicable Borrower shall notify the Administrative Agent of such election by delivering (by hand or facsimile or an electronic communication system approved by the Administrative Agent) an Interest Election Request, signed by the applicable Borrower, by the time that a Borrowing Notice would be required under Section 2.03 if such Borrower were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable.

(c) Each written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the applicable Borrower and the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be a Base Rate Borrowing, a Term Rate Borrowing, Alternative Currency Daily Rate Borrowing, or a Canadian Prime Rate Borrowing; and

(iv) if the resulting Borrowing is a Term Rate Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term Rate Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the applicable Borrower fails to deliver a timely Interest Election Request with respect to a Term SOFR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Base Rate Borrowing. If the applicable Borrower fails to deliver a timely Interest Election Request with respect to an Alternative Currency Term Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an Alternative Currency Term Rate Borrowing denominated in the same Alternative Currency with an Interest Period of one (1) month. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the

Administrative Agent, at the request of the Required Revolving Lenders, so notifies the Borrowers, then, so long as an Event of Default is continuing, (i) no outstanding Borrowing made in Dollars may be converted to or continued as a Term SOFR Borrowing without the consent of the Required Revolving Lenders, (ii) unless repaid, each Term SOFR Borrowing shall be converted to a Base Rate Borrowing at the end of the Interest Period applicable thereto and (iii) each outstanding Borrowing made in an Alternative Currency shall be repaid.

Section 2.09 Reduction, Termination or Increase of Commitments.

(a) Unless previously terminated, all Tranche A Revolving Commitments, Tranche B-1 Revolving Commitments and Tranche B-2 Revolving Commitments shall terminate on the Maturity Date specified therefor. Unless previously terminated, the Commitments of any other Class shall automatically terminate on the Maturity Date specified therefor in the applicable Incremental Amendment.

(b) Commitment Reductions. *Voluntary Commitment Reduction*s. The Borrowers shall have the right, upon not less than three (3) Business Days' notice to the Administrative Agent, from time to time, to reduce the amount of the Commitments; provided that no such reduction of the Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans made on the effective date thereof, either (x) Revolving Exposure of all Revolving Lenders would exceed the Aggregate Commitments or (y) Tranche A Revolving Exposure, Tranche B-1 Revolving Exposure or Tranche B-2 Revolving Exposure would exceed the applicable Class of Commitments the Borrower has requested be reduced. Any such reduction shall be in an amount equal to $1,000,000 whole multiple thereof and shall reduce permanently the Commitments then in effect; provided, that no Class of Tranche B Revolving Commitments may be reduced unless the Tranche A Revolving Commitments have been terminated in accordance with Section 2.09(c)(i). Each reduction of the Commitments under any Facility shall be made ratably among the Lenders under such Facility in accordance with their respective Commitments thereunder; provided that, with the prior consent of each of the Administrative Agent and the Required Revolving Lenders, reductions may be made to the Commitments of Defaulting Lenders without having to reduce the Commitments of the other Lenders.

(c) *Termination of Commitments*.

(i) The Lead Borrower may at any time terminate the Tranche A Revolving Commitments with respect to the Revolving Facility upon (i) the payment in full of all outstanding Tranche A Revolving Loans, together with accrued and unpaid interest thereon and on any Letters of Credit, (ii) the cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, the furnishing to the Administrative Agent of a cash deposit (or at the discretion of the Administrative Agent a backup standby letter of credit satisfactory to the Administrative Agent) equal to 103% of the LC Exposure as of such date), (iii) the payment in full of the accrued and unpaid fees owing to the Tranche A Revolving Lenders in respect of their Tranche A Revolving Loans and Tranche A Revolving Commitments and (iv) the payment in full of all outstanding reimbursable expenses and other Loan Obligations together with accrued and unpaid interest thereon other than, in each case, amounts owing to the Tranche A Revolving Lenders in respect of their Tranche A Revolving Loans or Tranche A Revolving Commitments.

(ii) The Lead Borrower may at any time terminate the Tranche B-1 Revolving Commitments with respect to the Revolving Facility upon the satisfaction of (i) clauses (i)–(iv) set forth in Section 2.09(c)(i), (ii) the payment in full of all outstanding Tranche B-1 Revolving Loans, together with accrued and unpaid interest thereon, (iii) the payment in full of the accrued and unpaid fees in respect of the Tranche B-1 Revolving Loans and Tranche B-1 Revolving Commitments and (iv) the payment in full of all outstanding reimbursable expenses and other Loan Obligations together with accrued and unpaid interest thereon, in each case, owing to the Tranche B-1 Revolving Lenders in respect of their Tranche B-1 Revolving Loans or Tranche B-1 Revolving Commitments.

(iii) The Lead Borrower may at any time terminate the Tranche B-2 Revolving Commitments with respect to the Revolving Facility upon the satisfaction of (i) clauses (i)–(iv) set forth Section 2.09(c)(ii), (ii) the payment in full of all outstanding Tranche B-2 Revolving Loans, together with accrued and unpaid interest thereon, (iii) the payment in full of the accrued and unpaid fees in respect of the Tranche B-2 Revolving Loans and Tranche B-2 Revolving Commitments and (iv) the payment in full of all

outstanding reimbursable expenses and other Loan Obligations together with accrued and unpaid interest thereon, in each case, owing to the Tranche B-2 Revolving Lenders in respect of their Tranche B-2 Revolving Loans or Tranche B-2 Revolving Commitments.

(d) The Lead Borrower shall notify the Administrative Agent of any voluntary election to terminate the Commitments under paragraph (c) of this Section at least three (3) Business Days prior to the effective date of such termination or such shorter period as may be agreed by the Administrative Agent, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Lead Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Lead Borrower may state that such notice is conditioned upon the occurrence of any event, in which case such notice may be revoked by the Lead Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such event does not occur. Any termination of the Commitments shall be permanent. Each such reduction of the Commitments under any Facility shall be made ratably among the Lenders under such Facility in accordance with their respective Commitments thereunder.

(e) Incremental Commitments. So long as no Event of Default exists or would exist after giving effect thereto the Borrowers shall have the right to request Commitments (the "Incremental Commitments") from one or more of the Lenders or one or more Additional Lenders (each such Person providing an Incremental Commitment, an "Incremental Lender"), which Incremental Commitments shall be an increase in the Tranche A Revolving Commitments, Tranche B-1 Revolving Commitments or Tranche B-2 Revolving Commitments (a "Commitment Increase") or a new Class of Commitments with respect to a Last-Out Tranche, in each case, in an aggregate amount not to exceed the Incremental Amount available at the time such Incremental Commitments are established; provided that:

(i) the terms, provisions and documentation of any Commitment Increase with respect to the Tranche A Revolving Commitments, shall be identical to the Tranche A Revolving Commitments as existing on the effective date of such Commitment Increase and any such Commitment Increase shall automatically result in a ratable increase in the Canadian Borrower Sublimit;

(ii) the terms, provisions and documentation of any Last-Out Tranche shall be identical to the Tranche B-1 Revolving Commitments or Tranche B-2 Revolving Commitments, as the case may be, as existing on the effective date of such Commitment Increase as agreed between the Borrowers and the applicable Incremental Lenders;

(iii) [reserved];

(iv) the security interests, collateral, borrower and guarantees benefitting such Incremental Commitments and the Loans made pursuant thereto shall be identical to those benefitting the Tranche A Revolving Commitments and Tranche A Revolving Loans;

(v) the Borrowers may make only five (5) such requests for Incremental Commitments, and each such requested increase shall be in an amount of at least $10,000,000 (in each case, unless otherwise agreed by the Administrative Agent in its reasonable discretion);

(vi) such request shall be furnished in writing to the Administrative Agent and be promptly transmitted by the Administrative Agent to each Lender and Additional Lender selected by the Borrowers;

(vii) no Lender shall have any obligation or commitment to participate in such increase;

(viii) each such new Lender assumes all of the rights and obligations of a "Lender" hereunder; and

(ix) with respect to any Loans under a Last-Out Tranche,

(1) such Loans shall be secured by a *pari passu* Lien on the Collateral with the Tranche A Revolving Loans, but shall be junior in right of payment to all Tranche A Revolving Loans,

(2) such Loans will be incurred on a "last out" basis vis-à-vis the Tranche A Revolving Loans, and the borrowing mechanics and voluntary and mandatory prepayment and commitment reduction provisions herein may be modified to reflect such "last out" basis,

(3) such Loans will be incurred on a "first in" basis vis-à-vis the Tranche A Revolving Loans, and the borrowing mechanics and voluntary and mandatory prepayment and commitment reduction provisions herein may be modified to reflect such "first in" basis,

(4) [reserved],

(5) to the extent constituting Revolving Loans:

(x) the borrowing base with respect to such Loans shall be the same Borrowing Base that is applicable to the Tranche A Revolving Loans, except such borrowing base with respect to such Revolving Loans may have a greater advance rate with respect to the components of the borrowing base than the advance rates applicable to the Tranche A Revolving Loans,

(y) shall provide that assignments and participations of such Incremental Commitments and such Loans shall be governed by the same assignment and participation provisions applicable to Tranche A Revolving Commitments and Tranche A Revolving Loans existing on the effective date of such Incremental Commitments and

(z) the aggregate principal amount of all Revolving Loans under any Last-Out Tranche (when added to the aggregate principal amount of all other outstanding Revolving Loans) shall in no event exceed the sum of:

(A) 95% of Eligible Credit Card Receivables of the Loan Parties, plus

(B) 95% of Eligible Accounts of the Loan Parties, plus

(C) the lesser of (X) 95% of cost (on a first-in, first-out basis) of Eligible Inventory (other than Eligible Retail Finished Goods Inventory, Eligible Raw Materials Inventory and Eligible In-Transit Inventory) of the Loan Parties and (Y) 95% of the NOLV Percentage of Eligible Inventory (other than Eligible Retail Finished Goods Inventory, Eligible Raw Materials Inventory and Eligible In-Transit Inventory) of the Loan Parties, plus

(D) 95% of the NOLV Percentage of Eligible Retail Finished Goods Inventory of the Loan Parties, plus

(E) the lesser of (X) 95% of the lesser of cost (on a first-in, first-out basis) or market value of Eligible Raw Materials Inventory of the Loan Parties and (Y) 95% of the NOLV Percentage of Eligible Raw Materials Inventory of the Loan Parties, plus

(F) the lowest of (X) 95% of the NOLV Percentage of Eligible In-Transit Inventory, (Y) 95% of the cost (on a first-in, first-out basis) of Eligible In-Transit Inventory and (Z) $30,000,000; and

(6) no Last-Out Tranche may be requested (it being understood and agreed that this clause (6) shall not impair the ability of the Borrowers to request Tranche B Loans utilizing the Tranche B Commitments);

Incremental Commitments shall become Commitments under this Agreement pursuant to an amendment (an "Incremental Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Administrative Agent, the Swingline Lender, the applicable Issuing Bank(s), the Borrowers and the applicable Incremental Lender(s) being added or increasing their Commitment. The Incremental Amendment may, without the consent of any other Person, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Lead Borrower, to effect the provisions of this Section 2.09(e) and the provisions of this Section 2.09(e) shall supersede any provisions in Section 10.02 to the contrary. As a condition precedent to any Incremental Commitment, the Borrowers shall deliver to the Administrative Agent, in form and substance reasonably acceptable to Administrative Agent, (1) a certificate of each Loan Party signed by an authorized officer of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (ii) in the case of the Borrowers, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article V and the other Loan Documents that are qualified by materiality are true and correct and the representations and warranties that are not qualified by materiality are true and correct in all material respects, in each case on and as of the date of such increase except to the extent that any such representation or warranty expressly relates to an earlier date, in which case it shall be true and correct as of such date and (B) no Event of Default exists or would result from such increase in the Commitments, (2) legal opinions of the Loan Parties' counsel, addressed to the Administrative Agent, the Issuing Banks and the Lenders, in form and substance reasonably satisfactory to the Administrative Agent and (3) such other certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with such increase. Within a reasonable time after the effective date of any Incremental Commitments, the Administrative Agent shall, and is hereby authorized and directed to, revise the Commitment Schedule to reflect such Incremental Commitments and shall distribute such revised Commitment Schedule to each of the Lenders and each of the Borrowers, whereupon such revised Commitment Schedule shall replace the old Commitment Schedule and become part of this Agreement. On the Business Day following any such Incremental Commitments, all outstanding Alternative Currency Daily Rate Borrowings, Base Rate Borrowings or Canadian Prime Rate Borrowings, as applicable, shall either, in the discretion of the Administrative Agent in consultation with the Lead Borrower (x) be reallocated among the Lenders of each applicable Class (including any newly added Lenders in respect of such Class) in accordance with the Lenders' respective revised Applicable Percentages or (y) prepaid to the extent necessary to keep outstanding Loans ratable in accordance with the Lenders' respective revised Applicable Percentages in respect of each applicable Class. Term Rate Borrowings shall also be so prepaid or reallocated, in the discretion of the Administrative Agent in consultation with the Lead Borrower, among the Lenders in accordance with the Lenders' respective revised Applicable Percentages, but not prior to the expiration of the applicable Interest Period in effect at the time of any such increase. For the purposes of any calculation hereunder that includes an increase in the calculation of Commitments and that requires compliance with an Aggregate Excess Availability threshold (to the extent not based upon a percentage of the Line Cap), such Aggregate Excess Availability threshold shall be proportionately adjusted to reflect such increase in the Commitments.

Section 2.10 Repayment of Loans; Evidence of Debt.

(a) The Borrowers hereby unconditionally promise to pay (i) to the Administrative Agent for the account of each Revolving Lender with a Tranche A Revolving Loan, the then unpaid principal amount of each such Tranche A Revolving Loan on the Maturity Date for Tranche A Revolving Loans, (ii) to the Administrative Agent the then unpaid amount of each Protective Advance on the earlier of the Maturity Date applicable to the Tranche A Revolving Commitments and demand by the Administrative Agent and (iii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan in the applicable currency on the earlier of the Maturity Date applicable to the Tranche A Revolving Commitments and the first date after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least four Business Days after such Swingline Loan is made. In the event any Incremental Loans pursuant to a Last-Out Tranche (other than the Tranche B-1 Revolving Loans, Tranche B-1 Revolving Commitments, Tranche B-2 Revolving Loans or Tranche B-2 Revolving Commitments) are made, such Incremental Loans shall be repaid by the Borrowers in the amounts and on the dates set forth in the applicable Incremental Amendment with respect thereto and on the applicable Maturity Date thereof. The Lead Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Revolving Lender with a Tranche

B-1 Revolving Loan, the then unpaid principal amount of each such Tranche B-1 Revolving Loan on the Maturity Date for Tranche B-1 Revolving Loans. The Lead Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Revolving Tranche B-2 Revolving Loan, the then unpaid principal amount of each such Tranche B-2 Revolving Loan on the Maturity Date for Tranche B-2 Revolving Loans.

(b) At all times during a Dominion Period, on each Business Day, the Administrative Agent shall apply all immediately available funds credited to the Dominion Account on the previous Business Day, *first*, to prepay any Protective Advances that may be outstanding, *second*, to prepay the Tranche A Revolving Loans (including Swingline Loans) *third*, to cash collateralize outstanding LC Exposure, *fourth*, to prepay the Tranche B-1 Revolving Loans and *fifth*, to prepay the Tranche B-2 Revolving Loans.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the applicable Borrower to which such Loan is made shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns except to the extent that such Lender returns such promissory note or notes for cancellation and requests that such Loans be evidenced as set forth in Sections 2.10(c) and (d).

(g) Unless payment is otherwise made by the Borrowers, the becoming due of any Loan Obligation (including, without limitation: principal, interest, fees, and other charges; costs and expenses relating to an insolvency, bankruptcy or workout; and letter of credit obligations), may be deemed to be a request for a Base Rate Loan (of the Class or Classes that the Lead Borrower would be permitted to request pursuant to Section 2.03(vi)) on the due date in the amount due and the proceeds of such Loan shall be disbursed as a direct payment of such obligation. In addition, the Administrative Agent may, at its option, charge any such overdue amount against any operating, investment or other account of any Loan Party maintained with the Administrative Agent or any of its Affiliates.

Section 2.11 Prepayment of Loans.

(a) The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (d) of this Section; provided, that the Borrowers may not prepay the Tranche B Revolving Loans until the outstanding principal and accrued unpaid interest in respect of the Tranche A Revolving Loans has been paid in full; provided, further that the Borrowers may not prepay the Tranche B-2 Revolving Loans until the outstanding principal and accrued unpaid interest in respect of the Tranche B-1 Revolving Loans has been paid in full.

(b) Excess Outstandings.

(i) If at any time the Tranche A Availability Conditions fail to be satisfied for any reason other than the aggregate Tranche A Revolving Exposure of all Tranche A Revolving Lenders exceeding the Tranche A Borrowing Base (a "Tranche A Revolving Commitment Overadvance"), then the Borrower(s) shall promptly prepay Tranche A Revolving Loans (including Loans made in respect of LC

Disbursements), along with all accrued interest thereon, and cash collateralize the LC Exposure (other than Loans made in respect of LC Disbursements) in the order of priority set forth below in Section 2.11(c) (it being understood that the LC Exposure (other than Loans made in respect of LC Disbursements) will not be deemed to be outstanding for the purposes of this Section 2.11(b) to the extent they are cash collateralized to the extent necessary so that the Tranche A Availability Conditions are satisfied); provided that if such Tranche A Revolving Commitment Overadvance is caused solely by changes in the exchange rates of non-Dollar denominated amounts, the Borrowers shall prepay the Tranche A Revolving Loans within two (2) Business Days of written notice from the Administrative Agent.

(ii) If at any time the Tranche A Availability Conditions fail to be satisfied because the aggregate Tranche A Revolving Exposure of all Tranche A Revolving Lenders exceeds the Tranche A Borrowing Base (a "Tranche A Borrowing Base Overadvance," and any Tranche A Borrowing Base Overadvance or any Tranche A Revolving Commitment Overadvance, a "Tranche A Overadvance"), then such Tranche A Borrowing Base Overadvance shall be repaid by the Borrowers upon demand by the Administrative Agent, and shall constitute a Secured Obligation, entitled to all benefits of Loan Obligations under the Loan Documents. The Administrative Agent may require the Tranche A Revolving Lenders to fund Base Rate Loans that cause or constitute a Tranche A Borrowing Base Overadvance and to forbear from requiring the Borrowers to cure an Overadvance, as long as the total Tranche A Borrowing Base Overadvance does not exceed 10% of the Tranche A Borrowing Base and does not continue for more than 30 consecutive days without the consent of the Required Revolving Lenders. In no event shall Loans be required to be extended that would cause a Tranche A Revolving Commitment Overadvance. No such Tranche A Borrowing Base Overadvance resulting from the Administrative Agent requiring the Tranche A Revolving Lenders to fund Base Rate Loans that cause or constitute a Tranche A Borrowing Base Overadvance shall result in a Default due to any Borrower's failure to comply with Section 2.01(a) for so long as such Tranche A Borrowing Base Overadvance remains outstanding in accordance with the terms of this Section 2.11(b)(ii), but solely with respect to the amount of such Tranche A Borrowing Base Overadvance.

(iii) If, at any time there is a Tranche B-2 Overadvance, such excess Tranche B-2 Revolving Loans shall (A) *first*, be deemed drawn as a Tranche B-1 Revolving Loan to the extent that it would not create a Tranche B-1 Overadvance and the conditions to a Tranche B-1 Revolving Loan under Section 4.3 are satisfied at such time, (B) *second*, be deemed drawn as a Tranche A Revolving Loan to the extent that it would not create a Tranche A Overadvance and the conditions to a Tranche A Revolving Loan under Section 4.3 are satisfied at such time and (C) *third*, if any excess Tranche B-2 Revolving Loans remain, automatically give rise to a Reserve against the Tranche A Borrowing Base in an amount equal to the remaining Tranche B-2 Overadvance. If a Tranche A Borrowing Base Overadvance or a Tranche A Revolving Commitment Overadvance should occur as a result of the application of the preceding clause (C), then the Lead Borrower shall promptly prepay Tranche A Revolving Loans and cash collateralize the LC Exposure to the same extent as would be required for a Tranche A Revolving Commitment Overadvance pursuant to Section 2.11(b)(i).

(iv) If, at any time there is a Tranche B-1 Overadvance, such excess Tranche B-1 Revolving Loans shall (A) *first*, be deemed drawn as a Tranche A Revolving Loan to the extent that it would not create a Tranche A Overadvance and the conditions to a Tranche A Revolving Loan under Section 4.3 are satisfied at such time and (B) *second*, if any excess Tranche B-1 Revolving Loans remain, automatically give rise to a Reserve against the Tranche A Borrowing Base in an amount equal to the remaining Tranche B-1 Overadvance. If a Tranche A Borrowing Base Overadvance or a Tranche A Revolving Commitment Overadvance should occur as a result of the application of the preceding clause (B), then the Lead Borrower shall promptly prepay Tranche A Revolving Loans and cash collateralize the LC Exposure to the same extent as would be required for a Tranche A Revolving Commitment Overadvance pursuant to Section 2.11(b)(i).

(c) Application to Revolving Credit Facility. Subject to Section 2.07, prepayments made pursuant to Section 2.11(b) shall be applied, first, ratably to pay accrued and unpaid interest in respect of the outstanding (A) Loans made in respect of LC Disbursements, (B) Swingline Loans and (C) Protective Advances, in each case to the extent such Loans made in respect of LC Disbursements, Swingline Loans and Protective Advances are required to be prepaid in order to ensure any excesses referred to in Section 2.11(b) are cured, second, ratably to

prepay the principal of any outstanding (A) Loans made in respect of LC Disbursements, (B) Swingline Loans and (C) Protective Advances, in each case to the extent such Loans made in respect of LC Disbursements, Swingline Loans and Protective Advances are required to be prepaid in order to ensure any excesses referred to in of Section 2.11(b) are cured (and any unpaid reimbursement obligations pursuant to Sections 2.05 and 2.06 shall be paid ratably with the foregoing amounts referred to in this clause second), third, ratably to the outstanding principal of Tranche A Revolving Loans and any accrued and unpaid interest on the foregoing, to the extent such Tranche A Revolving Loans are required to be prepaid in order to ensure any excesses referred to in Section 2.11(b) are cured, fourth, to cash collateralize any LC Exposure not covered by clause first, second or third of this Section 2.11(c), to the extent such LC Exposure is required to be cash collateralized in order to ensure any excesses referred to in Section 2.11(b) are cured, fifth ratably to any remaining outstanding Tranche B-1 Revolving Loans, sixth ratably to any remaining outstanding Tranche B-2 Revolving Loans, and seventh, ratably to any remaining outstanding Loans, to the extent such Loans are required to be prepaid in order to ensure any excesses referred to in Section 2.11(b) are cured, and the amount remaining after clauses first through seventh, if any, may be retained by the Borrowers for use in the ordinary course of their business; provided that, upon the drawing of any Letter of Credit that has been cash collateralized, the funds held as cash collateral shall be applied (without any further action by or notice to or from the Borrowers or any other Loan Party) to reimburse the applicable Issuing Bank or Revolving Lenders, as applicable.

(d) The Lead Borrower shall notify the Administrative Agent in writing of any prepayment hereunder other than any prepayment pursuant to Section 2.10(b) (i) in the case of prepayment of an Alternative Currency Borrowing, not later than 12:00 noon, New York time, three (3) Business Days before the date of prepayment and (ii) in the case of prepayment of a Base Rate Borrowing or Swingline Loan not later than 12:00 noon, New York time, on the date of the prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13.

Section 2.12 Fees.

(a) The Borrowers agree to pay to the Administrative Agent, for the account of each Lender, a commitment fee on the average daily unused portion of such Lender's Commitments, computed on a quarterly basis, based on the Average Utilization for such quarter as calculated by the Administrative Agent, equal to the Applicable Fee Rate. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed. Commitment fees accrued through and including the last day of each calendar quarter shall be payable for the quarter most recently ended on the first calendar day of January, April, July and October (but if such calendar day is not a Business Day, the next succeeding Business Day), commencing on the first such date to occur after the Closing Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand.

(b) The Borrowers agree to pay (i) to the Administrative Agent for the account of each Tranche A Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Rate for Tranche A Revolving Loans used to determine the interest rate applicable to Term Rate Loans in the same currency as such Letter of Credit and Alternative Currency Daily Rate Loans for Letters of Credit denominated in British Pounds Sterling, as applicable, in the same currency as such Letter of Credit, on the average daily amount of such Tranche A Revolving Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date on which such Tranche A Revolving Lender's Tranche A Revolving Commitment terminates and the date on which such Tranche A Revolving Lender ceases to have any LC Exposure, and (ii) to the applicable Issuing Bank a fronting fee, which shall accrue at the rate of 0.125% *per annum* on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date of termination of the Tranche A Revolving Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Bank's standard fees with respect to

the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar quarter shall be payable for the quarter most recently ended on the first calendar day of January, April, July and October (but if such calendar day is not a Business Day, the next succeeding Business Day), commencing on the first such date to occur after the Closing Date; provided that all such fees shall be payable on the date on which the Tranche A Revolving Commitments terminate and any such fees accruing after the date on which the Tranche A Revolving Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within ten (10) Business Days after written demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(c) The Borrowers agree to pay to the Administrative Agent (i) for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent pursuant to the applicable Fee Letter, (ii) for the account of each Revolving Lender party to this Agreement on the Closing Date, the fees payable thereto in the amounts and at the times set forth in the applicable Fee Letter and (iii) for the account of FTI Consulting, Inc., the fees payable thereto in the amounts and at the times set forth in the applicable Fee Letter.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to an Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

(e) Without limiting the generality of the foregoing, if any provision of this Agreement would oblige any Loan Party that is organized under the laws of Canada or any province or territory thereof to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by that Lender of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by that Lender of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

(i) first, by reducing the amount or rate of interest; and

(ii) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the affected Lender which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada).

Section 2.13 Interest.

(a) (i) The Loans of any Class comprising each Base Rate Borrowing (including each Swingline Loan) shall bear interest at the Base Rate plus the Applicable Rate for such Class and (ii) the Loans comprising each Canadian Prime Rate Borrowing shall bear interest at the Canadian Prime Rate plus the Applicable Rate for such Class.

(b) (i) The Loans of any Class comprising each Alternative Currency Daily Rate Borrowing shall bear interest at the applicable Alternative Currency Daily Rate plus the Applicable Rate for such Class and (ii) the Loans of any Class comprising each Term Rate Borrowing shall bear interest at either Term SOFR or an Alternative Currency Term Rate, as applicable, for the Interest Period in effect for such Borrowing plus the Applicable Rate for such Class.

(c) Each Protective Advance of any Class shall bear interest at the Base Rate plus (x) the Applicable Rate for Tranche B-2 Revolving Loans if Tranche B-1 Revolving Exposure is greater than zero, (y) the Applicable Rate for Tranche B-1 Revolving Loans if Tranche B-2 Revolving Exposure is greater than zero or (z) the Applicable Rate for Tranche A Revolving Loans if Tranche B-1 Revolving Exposure and Tranche B-2 Revolving Exposure are equal to zero plus in each case, 2.00% *per annum*.

(d) During the continuance of an Event of Default under Section 8.01(a), the Borrowers shall pay interest on past due amounts owing by them hereunder at a fluctuating interest rate *per annum* at all times equal

to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on such amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Accrued interest on each Loan (for Base Rate Loans and Canadian Prime Rate Loans, accrued through the last day of the then-current calendar month) shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the applicable Commitments; provided that (i) interest accrued pursuant to the proviso to paragraph (c) or (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(f) All interest hereunder computed by reference to the Base Rate at times when the Base Rate is based on the Prime Rate or by reference to an interest rate reasonably determined by the Administrative Agent shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed. All interest hereunder computed by reference to Term SOFR, the Alternative Currency Daily Rate, the Alternative Currency Term Rate (other than EURIBOR) or the Canadian Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed, or, in the case of Loans denominated in Alternative Currencies as to which market practice differs from the foregoing, in accordance with such market practice. All other computations of interest hereunder, including EURIBOR, shall be made on the basis of a year of 360 days, and in each case shall be payable for the actual number of days elapsed. The applicable Base Rate, Term SOFR, Alternative Currency Daily Rate, an Alternative Currency Term Rate or the Canadian Prime Rate or any other interest rate applicable in accordance with the terms hereof shall be determined by the Administrative Agent in accordance with the terms hereof, and such determination shall be conclusive absent manifest error.

(g) For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of a 360-day or any other period of time that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or such other period of time, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

Section 2.14 Alternate Rate of Interest; Benchmark Replacement; Illegality.

(a) Inability to Determine SOFR. If in connection with any request for a Term SOFR Loan or a conversion to or continuation thereof, as applicable, (a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) no Successor Rate has been determined in accordance with Section 2.14(b), and the circumstances under Section 2.14(b) or the Scheduled Unavailability Date has occurred (as applicable), or (ii) adequate and reasonable means do not otherwise exist for determining Term SOFR for any requested Interest Period (b) the Administrative Agent or Required Revolving Lenders determine that for any reason Term SOFR for any requested Interest Period with respect to a proposed Term SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrowers and the Lenders. Thereafter, (x) the obligation of the Lenders to make, maintain, or convert Base Rate Loans to, Term SOFR Loans shall be suspended (to the extent of the affected Term SOFR Loans or Interest Periods), and (y) in the event of a determination described in the preceding sentence with respect to the Term SOFR component of Base Rate, the utilization of such component in determining Base Rate shall be suspended, in each case until the Administrative Agent (or, in the case of a determination by the Required Revolving Lenders described above, until the Administrative Agent upon instruction of Required Revolving Lenders) revokes such notice. Upon receipt of such notice, the Lead Borrower (on behalf of the Borrowers) may revoke any pending request for a Borrowing of, conversion to or continuation of Term SOFR Loans (to the extent of the affected Term SOFR Loans or Interest Periods) or, failing that, at the election of the Lead Borrower (I) the Lead Borrower will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans (subject to the foregoing clause (y)) in the amount specified therein (and, in the case of any outstanding Term SOFR Loans, regardless of whether such request is made, such Loans will automatically be deemed to be converted to Base Rate Loans denominated in Dollars in the USD Equivalent of such Loans at the end of their respective Interest Periods) or (II) the applicable Borrower shall repay such Term SOFR Loans (to the extent outstanding) in full at the end of the applicable Interest Period; provided,

however that if no such election is made by the Lead Borrower within three days after receipt of such notice, the Lead Borrower shall be deemed to have elected clause (I) above.

(b) Successor Rates. Notwithstanding anything to the contrary in any Loan Document, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Lead Borrower or the Required Revolving Lenders notify the Administrative Agent (with, in the case of the Required Revolving Lenders, a copy to the Lead Borrower) that the Borrowers or Required Revolving Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining one, three and six month interest periods of Term SOFR, including because the Term SOFR Screen Rate is not available or published on a current basis, and such circumstances are unlikely to be temporary; or

(ii) CME or any successor administrator of the Term SOFR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent, CME or such administrator with respect to its publication of Term SOFR, in each case acting in such capacity, has made a public statement identifying a specific date after which one, three and six month interest periods of Term SOFR or the Term SOFR Screen Rate shall or will no longer be made available or permitted to be used for determining the interest rate of U.S. dollar denominated syndicated loans, or shall or will otherwise cease, provided, that at the time of such statement, there is no successor administrator satisfactory to the Administrative Agent that will continue to provide such interest periods of Term SOFR after such specific date (the latest date on which one, three and six month interest periods of Term SOFR or the Term SOFR Screen Rate are no longer available permanently or indefinitely, "Scheduled Unavailability Date");

then, on a date and time determined by the Administrative Agent in consultation with the Lead Borrower (any such date, "Term SOFR Replacement Date"), which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, Term SOFR will be replaced hereunder and under any other applicable Loan Document with Daily Simple SOFR plus the SOFR Adjustment, for any payment period for interest calculated that can be determined by the Administrative Agent, in each case, without any amendment to, or further action or consent of any other party to, any Loan Document ("Successor Rate"). If the Successor Rate is Daily Simple SOFR plus the SOFR Adjustment, all interest will be payable on a monthly basis.

Notwithstanding anything to the contrary herein, (x) if the Administrative Agent determines that Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date or (y) if the events or circumstances of the type described in clauses (i) or (ii) above have occurred with respect to the Successor Rate then in effect, then in each case, the Administrative Agent and the Lead Borrower may amend this Agreement solely for the purpose of replacing Term SOFR or any then current Successor Rate in accordance with this Section 2.14 at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, with an alternative benchmark rate giving due consideration to any evolving or then existing convention for such alternative benchmarks in similar U.S. dollar denominated syndicated credit facilities syndicated and agented in the United States and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for such benchmarks in similar U.S. dollar denominated syndicated credit facilities syndicated and agented in the United States, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated. For the avoidance of doubt, any such proposed rate and adjustments shall constitute a Successor Rate. Any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent posts such proposed amendment to all the Lenders and the Borrowers unless, prior to such time, the Required Revolving Lenders deliver to the Administrative Agent written notice that such Required Revolving Lenders object to the amendment.

The Administrative Agent will promptly (in one or more notices) notify the Borrowers and the Lenders of implementation of any Successor Rate. A Successor Rate shall be applied in a manner consistent with market practice; provided, that to the extent such market practice is not administratively feasible for the

Administrative Agent, the Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent in consultation with the Lead Borrower.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero, the Successor Rate will be deemed to be zero for all purposes of the Loan Documents.

(iii) *Conforming Changes.* The Administrative Agent and the Lead Borrower may make Conforming Changes from time to time with respect to SOFR, Term SOFR or any Successor Rate. Notwithstanding anything to the contrary in any Loan Document, any amendment implementing such changes shall be effective without further action or consent of any other party to any Loan Document. The Administrative Agent shall post or provide each such amendment to the Lenders and Lead Borrower reasonably promptly after it becomes effective.

(c) Inability to Determine Other Relevant Rate; Replacement of Other Relevant Rate.

(i) If in connection with any request for a Relevant Rate Loan or a conversion of Canadian Prime Rate Loans to Relevant Rate Loans or a continuation of any of such Loans, as applicable, (x) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (A) no Alternative Currency Successor Rate for the Relevant Rate for the applicable Alternative Currency has been determined in accordance with Section 2.14(c)(ii) and the circumstances under clause (A) of Section 2.14(c)(ii) or the Alternative Currency Scheduled Unavailability Date has occurred with respect to such Relevant Rate (as applicable), or (B) adequate and reasonable means do not otherwise exist for determining the Relevant Rate for the applicable Alternative Currency for any determination date(s) or requested Interest Period, as applicable, with respect to a proposed Relevant Rate Loan or in connection with an existing or proposed Canadian Prime Rate Loan, or (y) the Administrative Agent or the Required Revolving Lenders determine that for any reason that the Relevant Rate with respect to a proposed Loan denominated in an Alternative Currency for any requested Interest Period or determination date(s) does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Lead Borrower and each Lender.

Thereafter, (1) the obligation of the Lenders to make or maintain such Relevant Rate Loans in the affected currencies, as applicable, or to convert Canadian Prime Rate Loans to Relevant Rate Loans, shall be suspended in each case to the extent of the affected Relevant Rate Loans or Interest Period or determination date(s), as applicable and (2) in the event of a determination described in the preceding sentence with respect to any component of the Canadian Prime Rate, the utilization of such component in determining the Canadian Prime Rate shall be suspended, in each case until the Administrative Agent (or, in the case of a determination by the Required Revolving Lenders described in clause (y) of this Section 2.14(c)(i), until the Administrative Agent upon instruction of the Required Revolving Lenders) revokes such notice.

Upon receipt of such notice, (x) the Borrowers may revoke any pending request for a Borrowing of, or conversion to Relevant Rate Loans, or Borrowing of, or continuation of Relevant Rate Loans to the extent of the affected Alternative Currency or Interest Period or determination date(s), as applicable or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans denominated in Dollars in the USD Equivalent of the amount specified therein and (y) any outstanding affected Relevant Rate Loans shall either (A) be converted into a Borrowing of Base Rate Loans denominated in Dollars in the USD Equivalent of the amount of such outstanding Relevant Rate Loan immediately at the end of the applicable Interest Period or (B) be prepaid in full immediately at the end of the applicable Interest Period; provided that if no election is made by the applicable Borrower by the last day of the current Interest Period, the applicable Borrower shall be deemed to have elected clause (A) above.

(ii) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Lead Borrower or Required Revolving Lenders notify the Administrative Agent (with, in the case of the Required Revolving Lenders, a copy to the Lead Borrower) that the Lead Borrower or Required Revolving Lenders (as applicable) have determined, that:

(A) adequate and reasonable means do not exist for ascertaining the Relevant Rate for an Alternative Currency because none of the tenors of such Relevant Rate (including any forward-looking term rate thereof) is available or published on a current basis and such circumstances are unlikely to be temporary;

(B) the applicable administrator for the Relevant Rate for such Alternative Currency has made a public statement identifying a specific date after which all tenors of the Relevant Rate for an Alternative Currency (including any forward-looking term rate thereof) shall or will no longer be representative or made available, or used for determining the interest rate of loans denominated in such Alternative Currency, or shall or will otherwise cease, provided that, in each case, at the time of such statement, there is no successor administrator that is satisfactory to Agent that will continue to provide such representative tenor(s) of the Relevant Rate for such Alternative Currency (the latest date on which all tenors of the Relevant Rate for such Alternative Currency (including any forward-looking term rate thereof) are no longer representative or available permanently or indefinitely, the "Alternative Currency Scheduled Unavailability Date"); or

(C) syndicated loans currently being executed and agented in the U.S., are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace the Relevant Rate for an Alternative Currency;

or if the events or circumstances of the type described in Section 2.14(c)(ii)(A), (B) or (C) have occurred with respect to the Alternative Currency Successor Rate then in effect, then, the Administrative Agent and the applicable Lead Borrower may amend this Agreement solely for the purpose of replacing the Relevant Rate for an Alternative Currency or any then current Alternative Currency Successor Rate for an Alternative Currency in accordance with this Section 2.14 with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Alternative Currency for such alternative benchmarks, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Alternative Currency for such benchmarks, which adjustment or method for calculating such adjustment shall be published on an information service as selected by Agent from time to time in its reasonable discretion and may be periodically updated (and any such proposed rate, including for the avoidance of doubt, any adjustment thereto, an "Alternative Currency Successor Rate"), and any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Lead Borrower unless, prior to such time, Lenders comprising the Required Revolving Lenders have delivered to the Administrative Agent written notice that such Required Revolving Lenders object to such amendment.

The Administrative Agent will promptly (in one or more notices) notify the Lead Borrower and each Lender of the implementation of any Alternative Currency Successor Rate.

Any Alternative Currency Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Alternative Currency Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

Notwithstanding anything else herein, if at any time any Alternative Currency Successor Rate as so determined would otherwise be less than the applicable Floor, the Alternative Currency Successor Rate will be deemed to be such Floor for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of an Alternative Currency Successor Rate, the Administrative Agent, in consultation with the Lead Borrower will have the right to make Alternative Currency Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Alternative Currency Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment

implementing such Alternative Currency Conforming Changes to the Lead Borrower and the Lenders reasonably promptly after such amendment becomes effective.

(d) Disclaimer. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (i) the administration, submission or any other matter related to Term SOFR or with respect to any alternative or successor rate thereto, or replacement rate thereof or of any Successor Rate or Alternative Currency Successor Rate (including, without limitation, the selection of such rate and any related spread or other adjustment), (ii) the composition or characteristics of any such Successor Rate or Alternative Currency Successor Rate, including whether it is similar to, or produces the same value or economic equivalence to Term SOFR, any Relevant Rate or has the same volume or liquidity as did Term SOFR or such Relevant Rate, (iii) any actions or use of its discretion or other decisions or determinations made with respect to any matters covered by this Section 2.14 including, without limitation, whether or not any of the events listed in Section 2.14(b) have occurred, the removal or lack thereof of unavailable or non-representative tenors, the implementation or lack thereof of any Conforming Changes or Alternative Currency Conforming Changes, the delivery or non-delivery of any notices required by Sections 2.14(b) or (c) above or otherwise in accordance herewith and (iv) the effect of any of the foregoing provisions of this Section 2.14.

(e) Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to a Relevant Rate, SOFR or Term SOFR or any Governmental Authority has imposed material restrictions on the authority of such Lender to determine or charge interest rates based upon a Relevant Rate, SOFR or Term SOFR or to purchase or sell, or to take deposits of, any Alternative Currency in the applicable interbank market, then, upon notice thereof by such Lender to the Lead Borrower (through the Administrative Agent), (a) any obligation of such Lender to make or maintain Alternative Currency Loans in the affected currency or currencies or, in the case of Loans denominated in Dollars, to make or maintain Term SOFR Loans or to convert Base Rate Loans to Term SOFR Loans or, in the case of Loans to the Canadian Borrower denominated in Canadian Dollars, to make or maintain Alternative Currency Term Rate Loans based on the CDOR Rate or to convert Canadian Prime Rate Loans to Alternative Currency Term Rate Loans based on the CDOR Rate, shall be, in each case, suspended in each case to the extent of the affected Loans or Interest Periods or determination dates, as applicable, (b) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans or Canadian Prime Rate Loans the interest rate on which is determined by reference to Term SOFR component of the Base Rate or the CDOR Rate component of the Canadian Prime Rate, the interest rate on which Base Rate Loans or Canadian Prime Rate Loans, as applicable, of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate or the CDOR Rate component of the Canadian Prime Rate, as applicable, in each case until such Lender notifies the Administrative Agent and the Lead Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), (x) prepay all Alternative Currency Loans, as applicable, of such Lender (other than Loans to the Canadian Borrower bearing interest at the CDOR Rate that are subject to clause (z), below), (y) convert all Term SOFR Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate) and (z) convert all Alternative Currency Term Rate Loans to the Canadian Borrower of such Lender bearing interest based on the CDOR Rate to Canadian Prime Rate Loans (the interest rate on which Canadian Prime Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the CDOR Rate component of the Canadian Prime Rate), in each case, immediately, or, in the case of Alternative Currency Term Rate Loans, on the last day of the Interest Period therefor if such Lender may lawfully continue to maintain such Alternative Currency Term Rate Loans to such day and (ii) if such notice asserts the illegality of such Lender determining or charging interest rates based upon SOFR, Term SOFR or the CDOR Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate or the Canadian Prime Rate, as applicable, applicable to such Lender without reference to SOFR, Term SOFR or the CDOR Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR, Term SOFR or the CDOR Rate. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.16.

Section 2.15 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity, special deposit, compulsory loan or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any Issuing Bank;

(ii) subject any Lender or any Issuing Bank to any Tax of any kind whatsoever with respect to this Agreement or any Loan or Letter of Credit made by it, or change the basis of taxation of payments to such Lender or Issuing Bank in respect thereof (except for, in each case, Indemnified Taxes, Other Taxes indemnifiable under Section 2.17, and any Excluded Taxes); or

(iii) impose on any Lender or any Issuing Bank or the London or other applicable offshore interbank market any other condition affecting this Agreement or Term SOFR Loans, Alternative Currency Daily Rate Loans or Alternative Currency Term Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term SOFR Loan, Alternative Currency Daily Rate Loan or Alternative Currency Term Rate Loan, as applicable (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder (whether of principal, interest or otherwise), then the Borrowers will pay to such Lender or such Issuing Bank, as the case may be, the minimum additional amount or amounts as will compensate such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on a Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to such Lender or such Issuing Bank, as the case may be, the minimum additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank prepared in good faith setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Lead Borrower and shall be conclusive absent manifest error. The Borrowers shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within fifteen (15) Business Days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or such Issuing Bank pursuant to this Section for any increased costs incurred or reductions suffered incurred more than six (6) months prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Lead Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor, except that in the case of any such change having retroactive effect, the six (6) month period referred to above shall be extended to include such period of retroactive effect.

(e) Notwithstanding anything to the contrary, no Lender shall demand payment of any additional amounts or other compensation pursuant to this Section 2.15 unless such Lender is generally making corresponding demands on similar types of borrowers for similar amounts pursuant to similar provisions in other loan documents to which such Lender is a party.

Section 2.16 Break Funding Payments. In the event of (a) the payment of any principal of any Term Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Term Rate Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Term Rate Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.09(c) and is revoked in accordance therewith) or (d) the assignment of any Term Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by any Borrower pursuant to Section 2.19, then, in any such event, the Borrowers shall compensate each affected Lender for the loss, cost and expense actually incurred (but, in each case, excluding lost profits) by such Lender and attributable to such event. In the case of a Term Rate Loan, such loss, cost or expense to any Lender shall not exceed an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at Term SOFR or Alternative Currency Term Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits of a comparable amount and period from other banks in the market for the applicable currency. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Lead Borrower within five (5) Business Days of the occurrence of any event described in clauses (a) through (d) of this Section and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) Business Days after receipt thereof.

Section 2.17 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall to the extent permitted by applicable Law be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Law requires any Withholding Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as reasonably determined by such Withholding Agent.

(ii) If the applicable Withholding Agent shall be required by applicable Law to withhold or deduct any Taxes, including both U.S. federal backup withholding and non-resident withholding Taxes, from any payment, then (A) such Withholding Agent shall withhold or make such deductions as are reasonably determined by such Withholding Agent to be required by applicable Law, (B) such Withholding Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with applicable Law and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the applicable Loan Party shall be increased by such Loan Party as necessary so that after any required withholding or deductions for such Indemnified Taxes or Other Taxes have been made (including withholding or deductions for Indemnified Taxes or Other Taxes applicable to additional sums payable under this Section 2.17) the applicable Lender (or, in the case of payments made to the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no such withholding or deductions for Indemnified Taxes or Other Taxes been made.

(b) Payment of Other Taxes by the Borrowers. Without limiting the provisions of subsection (a) above, the Borrowers shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Indemnification by the Borrowers. Without limiting the provisions of subsection (a) or (b) above, the Borrowers shall, and do hereby, indemnify each Recipient, and shall make payment in respect thereof within fifteen (15) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) payable by such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of any such payment or liability (along with a written statement setting forth

in reasonable detail the basis and calculation of such amounts) delivered to the Lead Borrower (with a copy to the Administrative Agent) by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. If any Borrower reasonably believes that any such Indemnified Taxes or Other Taxes were not correctly or legally asserted, the Administrative Agent and/or each affected Lender shall use reasonable efforts to cooperate with the Borrowers in pursuing a refund of such Indemnified Taxes or Other Taxes so long as such efforts would not, in the good faith determination of the Administrative Agent or affected Lender, result in any unreimbursed costs, expenses or risks or be otherwise disadvantageous to it.

(d) Evidence of Payments. After any payment of Taxes by any Loan Party or the Administrative Agent to a Governmental Authority as provided in this Section 2.17, the Borrowers or the Administrative Agent, as applicable, shall deliver to the Administrative Agent or the relevant Lender, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by applicable Law to report such payment or other evidence of such payment reasonably satisfactory to the Lender or the Administrative Agent, as the case may be.

(e) Status of Lenders; Tax Documentation.

(i) Each Lender shall deliver to the Lead Borrower and to the Administrative Agent, at such time or times reasonably requested by the Lead Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law or by the Governmental Authorities of any jurisdiction and such other reasonably requested information as will permit the Borrowers or the Administrative Agent, as the case may be, to determine (A) whether or not any payments made hereunder or under any other Loan Document are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of any payments to be made to such Lender by any Loan Party pursuant to any Loan Document or otherwise to establish such Lender's status for withholding Tax purposes in the applicable jurisdiction. Any documentation and information required to be delivered by a Lender pursuant to this Section 2.17(e) (including any specific documentation set forth in subsection (ii) below) shall be delivered by such Lender (i) on or prior to the Closing Date (or on or prior to the date it becomes a party to this Agreement), (ii) on or before any date on which such documentation expires or becomes invalid or obsolete, (iii) after the occurrence of any change in the Lender's circumstances requiring a change in the most recent documentation previously delivered by it to the Lead Borrower and the Administrative Agent and (iv) from time to time thereafter if reasonably requested by any Borrower or the Administrative Agent, and each such Lender shall promptly notify in writing the Lead Borrower and the Administrative Agent if such Lender is no longer legally eligible to provide any documentation previously provided. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs (e)(ii)(A), (e)(ii)(B)(1) through (4) of this Section) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) any Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrowers and the Administrative Agent two duly executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding or information reporting requirements; and

(B) each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of withholding Tax with respect to any payments hereunder or under any other Loan Document shall deliver to the Lead Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) whichever of the following is applicable:

(1) two duly executed copies of IRS Form W-8BEN or W-8BEN-E (or any successor form thereto) claiming eligibility for benefits of an income tax treaty to which the United States is a party;

(2) two duly executed copies of IRS Form W-8ECI (or any successor form thereto);

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate, substantially in the form of Exhibit G-1, to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" related to the Lead Borrower as described in Section 881(c)(3)(C) of the Code, and that no interest payments are effectively connected income (a "Non-Bank Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E (or any successor form thereto);

(4) where such Lender is a partnership (for U.S. federal income tax purposes) or otherwise not a beneficial owner (e.g., where such Lender has sold a participation), IRS Form W-8IMY (or any successor thereto) and all required supporting documentation (including, where one or more of the underlying beneficial owner(s) is claiming the benefits of the portfolio interest exemption), a Non-Bank Certificate substantially in the form of Exhibit G-2, Exhibit G-3 or Exhibit G-4 of such beneficial owner(s) (provided that, if the Foreign Lender is a partnership and not a participating Lender, the applicable Non-Bank Certificate(s) may be provided by the Foreign Lender on behalf of the beneficial owner(s))); or

(5) executed copies of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made.

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

(iv) If the Administrative Agent is a "United States person" (as defined in Section 7701(a)(30) of the Code), it shall provide the Borrowers with two duly completed copies of IRS Form W-9 certifying that such Administrative Agent is exempt from U.S. federal backup withholding. If the Administrative Agent is not a "United States person" (as defined in Section 7701(a)(30) of the Code), (A) with respect to payments received on behalf of the Lenders, it shall provide the Borrowers with two duly completed copies of IRS Form W-8IMY (together with any required accompanying documentation) certifying on Part I and Part IV of such Form W-8IMY that it is a U.S. branch that has agreed to be treated as a U.S. person for U.S. federal withholding Tax purposes with respect to payments to be received by it on behalf of the Lenders and (B) with respect to payments received for its own account, it shall provide the Borrowers with two duly completed copies of IRS Form W-8ECI.

(v) Notwithstanding anything to the contrary in this Section 2.17, neither the Administrative Agent nor any Lender shall be required to deliver any documentation that it is not legally eligible to deliver.

(vi) Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 2.17.

(f) Treatment of Certain Refunds. Subject to the last sentence in Section 2.17(c), at no time shall the Administrative Agent or any Lender have any obligation to file for or otherwise pursue any refund of Taxes withheld or deducted from funds paid for the account of the Administrative Agent or such Lender. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 2.17, such Recipient shall pay to the Lead Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) incurred by such Recipient, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Lead Borrower, upon the request of such Recipient, agrees to repay the amount paid over to such Lead Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Recipient in the event such Recipient is required to repay such refund to such Governmental Authority. In such event, such Recipient shall, at the Lead Borrower's request, provide the Lead Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority (provided that such Recipient may delete any information therein that it deems confidential). Notwithstanding anything to the contrary in this paragraph (f), in no event will the Recipient be required to pay any amount to the Lead Borrower pursuant to this paragraph (f) the payment of which would place the Recipient in a less favorable net after-Tax position than it would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.17(f) shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(g) Delays in Requests. Failure or delay on the part of any Recipient to demand compensation pursuant to the foregoing provisions of this Section 2.17 shall not constitute a waiver of such Recipient's right to demand such compensation.

(h) Limitation. Notwithstanding anything to the contrary, no Lender shall demand payment of any additional amounts or other compensation pursuant to this Section 2.17 unless such Lender is generally making corresponding demands on similar types of borrowers for similar amounts pursuant to similar provisions in other loan documents to which such Lender is a party.

(i) FATCA. For the avoidance of doubt, for purposes of this Section 2.17, (i) the term "Lender" shall include each Issuing Bank and the Swingline Lender and (ii) the term "applicable law" includes FATCA.

(j) The Loan Parties' obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 2.18 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) The Borrowers shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to 2:00 p.m., New York time, in the case of Loans denominated in Dollars, prior to 2:00 p.m., New York time, in the case of Loans denominated in any other currency, on the date when due at the Applicable Time, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 110 North Wacker Drive, Mail Code IL4-110-08-03, Chicago, IL 60606-1511, except payments to be made directly to the applicable Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 10.03 shall be made directly to the Persons entitled thereto. The

Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof; provided that, if the Administrative Agent receives a payment after the time that such payment is due, the Administrative Agent, in its sole discretion, may distribute such payment to Person of record as of the date such payment is received. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Except as otherwise specified herein, all payments hereunder on Loans or other obligations denominated in Dollars shall be made in Dollars, and all payments on Loans or other obligations denominated in an Alternative Currency shall be made in such the Alternative Currency. If, for any reason, any Borrower is prohibited by any Requirements of Law from making any required payment hereunder in an Alternative Currency such Borrower shall make such payment in Dollars in an amount equal to the USD Equivalent of such other currency payment amount, plus any increased costs, expenses and/or losses (other than loss profits) as a result of accepting such payment in Dollars. At all times during a Dominion Period, solely for purposes of determining the amount of Loans available for borrowing purposes, checks (in addition to immediately available funds applied pursuant to Section 2.10(b)) from collections of items of payment and proceeds of any Collateral pledged to secure the Secured Obligations shall be applied in whole or in part against the Secured Obligations, on the Business Day after receipt, subject to actual collection.

(b) Any amounts received by the Administrative Agent on behalf of any Borrower or any Loan Party (other than if received by the Administrative Agent in its capacity as a depositing bank, in which case such amounts shall be applied as set forth in the applicable Deposit Account Control Agreement) (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Lead Borrower making such payment), (B) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (C) amounts to be applied from the Dominion Account during a Dominion Period (which shall be applied in accordance with Section 2.10(b)), or (ii) received while an Event of Default has occurred and is continuing and either (A) the Administrative Agent so elects or the Required Revolving Lenders so direct, or (B) constituting proceeds of Collateral (which shall be applied in accordance with Section 8.04(b)), shall be applied in accordance with the provisions of Section 8.04(a). Notwithstanding anything to the contrary contained in this Agreement, unless so directed by any Borrower and except as set forth in Section 2.10 and Section 2.11, or unless an Event of Default is in existence, neither the Administrative Agent nor any Lender shall apply any payment which it receives to any Term Rate Loan of a Class made to any Borrower, except (a) on the expiration date of the Interest Period applicable to any such Term Rate Loan, as applicable, or (b) in the event, and only to the extent, that there are no outstanding Base Rate Loans of the same Class and, in any such event, the Borrowers shall pay the break funding payment required in accordance with Section 2.16. The Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations of the Borrowers. Notwithstanding anything in this clause (b) to the contrary, amounts received from any Loan Party shall not be applied to any Excluded Hedging Obligation of such Loan Party.

(c) [Reserved].

(d) If any Lender shall, by exercising any right of set off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Lead Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrowers consent to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of

set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrowers in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from any Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Banks hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Banks, as the case may be, the amount due. In such event, if no Borrower has in fact made such payment, then each of the Lenders or the Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate (or, with respect to any such amounts denominated in a currency other than Dollars, the Administrative Agent's customary rate for interbank advances in such currency) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and apply any such amounts to, any future funding obligations of such Lender; provided that as between the Loan Parties, the Administrative Agent and such Lender, such amounts received by the Administrative Agent and paid by the Loan Parties for the account of such Lender shall be considered applied to the Loan Obligations intended to be paid by the Loan Parties.

Section 2.19 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then:

(i) such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (x) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (y) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender (and the Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment);

(ii) the Borrowers may, at their sole expense and effort, require such Lender or any Defaulting Lender (herein, a "Departing Lender"), upon notice to the Departing Lender and the Administrative Agent, to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (x) the Borrowers shall have received the prior written consent of the Administrative Agent (and if a Commitment is being assigned, each Issuing Bank), which consent shall not unreasonably be withheld, (y) the Departing Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts) and (z) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Departing Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

(b) If any Lender (such Lender, a "Non-Consenting Lender") has failed to consent to a proposed amendment or waiver which pursuant to the terms of Section 10.02 requires the consent of all Lenders, Supermajority Lenders or of all Lenders directly affected thereby and with respect to which the Required Revolving Lenders shall have granted their consent, then the Borrowers shall be permitted to replace such Non-Consenting Lender (unless such Non-Consenting Lender grants such consent); provided that (i) such replacement does not conflict with any applicable Law, (ii) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (iii) the Borrowers shall be liable to such replaced Lender under Section 2.16 if any Term Rate Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (iv) the replacement financial institution shall be reasonably satisfactory to the Administrative Agent, (v) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.04 (provided that the Borrowers shall be obligated to pay the registration and processing fee referred to therein), and (vi) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the replaced Lender.

Section 2.20 Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender.

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b) the Commitment and Revolving Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Revolving Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 10.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender;

(c) if any Swingline Exposure or LC Exposure exists at the time a Tranche A Revolving Lender becomes a Defaulting Lender then:

(i) all or any part of such Swingline Exposure and LC Exposure shall be reallocated among the Tranche A Revolving Lenders that are non-Defaulting Lenders in accordance with their respective Tranche A Applicable Percentages but only to the extent (x) the sum of all such non-Defaulting Lenders' Tranche A Revolving Exposures plus such Defaulting Lender's Swingline Exposure and LC Exposure does not exceed the total of all such non-Defaulting Lenders' Tranche A Revolving Commitments, (y) the conditions set forth in Section 4.02 are satisfied at such time and (z) the other loan limits set forth in this Agreement are satisfied; and

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within one Business Day following notice by the Administrative Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(k) for so long as such LC Exposure is outstanding;

(iii) if any Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to Section 2.20(c), the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the Tranche A Revolving Lenders that are non-Defaulting Lenders is reallocated pursuant to Section 2.20(c), then the fees payable to the Lenders pursuant to Section 2.12(a) and Section 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; or

(v) if any Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to Section 2.20(c), then, without prejudice to any rights or remedies of any Issuing Bank

or any Lender hereunder, all facility fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to such Issuing Bank until such LC Exposure is cash collateralized and/or reallocated;

(d) the Swingline Lender shall not be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless the Swingline Lender or such Issuing Bank, as applicable, is satisfied that the related exposure will be 100% covered by the Tranche A Revolving Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrowers in accordance with Section 2.20(c), and participating interests in any such newly issued or increased Letter of Credit or newly made Swingline Loan shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and Defaulting Lenders shall not participate therein);

(e) in the event and on the date that each of the Administrative Agent, the Lead Borrower, the Issuing Banks and the Swingline Lender agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then, (i) to the extent the Defaulting Lender was a Tranche A Revolving Lender, the Swingline Exposure and LC Exposure of the other Tranche A Revolving Lenders shall be readjusted to reflect the inclusion of such Tranche A Revolving Lender's Commitment and (ii) on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Tranche A Applicable Percentage, Tranche B-1 Applicable Percentage and Tranche B-2 Applicable Percentage; and

(f) the Administrative Agent may, in its discretion, receive and retain any amounts payable to a Defaulting Lender under the Loan Documents, and a defaulting Lender shall be deemed to have assigned to the Administrative Agent all such amounts until all Secured Obligations owning to the Administrative Agent, the non-Defaulting Lenders and other Secured Parties have been Paid in Full. The Administrative agent may, subject to Section 2.20(c)(v), use such amounts to cover the Defaulting Lender's defaulted obligations, to prepay such Defaulting Lender's Swingline Exposure, to cash collateralize such Defaulting Lender's LC Exposure, to readvance the amounts to the Borrowers or to repay Secured Obligations.

Section 2.21 Returned Payments; Rescindable Amounts; Recovery of Erroneous Payments.

(a) If after receipt of any payment which is applied to the payment of all or any part of the Loan Obligations of the Borrowers, the Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Loan Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent or such Lender. The provisions of this Section 2.21 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent or any other Secured Party in reliance upon such payment or application of proceeds. The provisions of this Section 2.21 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or Issuing Bank and the termination of this Agreement.

(b) Unless the Administrative Agent receives notice from the Lead Borrower prior to the date on which a payment is due to the Administrative Agent for the account of the Lenders or Issuing Banks hereunder that a Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance on such assumption, distribute to the Lenders or Issuing Banks, as applicable, the amount due. With respect to any payment that the Administrative Agent makes for the account of the Lenders or Issuing Banks hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment, a "Rescindable Amount"): (i) such Borrower has not in fact made such payment, (ii) the Administrative Agent has made a payment in excess of the amount so paid by such Borrower (whether or not then owed), or (ii) the Administrative Agent has for any reason otherwise erroneously made such payment, then each Lender or Issuing Banks, as applicable, severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to or otherwise made for the account of such Lender or Issuing Banks, in immediately available funds with interest

thereon for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A notice by the Administrative Agent to Issuing Banks, any Lender or any Borrower with respect to any amount owing under this clause (b) shall be conclusive, absent manifest error.

(c) Without limitation of any other provision herein, if at any time the Administrative Agent makes a payment hereunder in error to any Secured Party, whether or not in respect of a Secured Obligation due and owing by the Borrowers at such time, where such payment is a Rescindable Amount, then in any such event each Secured Party receiving a Rescindable Amount (any such Lender, Issuing Bank, Secured Party or other recipient, a "Payment Recipient") severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Secured Party in immediately available funds in the currency so received, with interest thereon for each day from and including the date such Rescindable Amount is received by it to but excluding the date of repayment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Secured Party irrevocably waives any and all defenses, including any defense of discharge for value (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Secured Party promptly upon determining that any payment made to such Secured Party was comprised, in whole or in part, of a Rescindable Amount.

(d) Without limitation of any other provision herein, if the Administrative Agent determines that an amount received by it must be returned or paid to a Loan Party or other Person pursuant to applicable Law or otherwise, then the Administrative Agent shall not be required to distribute such amount to any Secured Party.

(e) Without limitation of any other provision herein, each Lender, Issuing Bank or Secured Party, or any Person who has received funds on behalf of a Lender, Issuing Bank or Secured Party such Lender or Issuing Bank, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender, Issuing Bank or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender, Issuing Bank or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 2.21(e).

(f) Each Lender, Issuing Bank or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, Issuing Bank or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, Issuing Bank or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clauses (a) and (b) or under the indemnification provisions of this Agreement.

(g) In the event that a Rescindable Amount (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clauses (a) or (b), from any Lender or Issuing Bank that has received such Rescindable Amount (or portion thereof) (and/or from any Payment Recipient who received such Rescindable Amount (or portion thereof)

on its respective behalf) (such unrecovered amount, an "Rescindable Amount Return Deficiency"), upon the Administrative Agent's notice to such Lender or Issuing Bank at any time, (i) such Lender or Issuing Bank shall be deemed to have assigned its Loans (but not its Commitments) of the relevant Class with respect to which such Rescindable Amount was made (the "Rescindable Amount Impacted Class") in an amount equal to the Rescindable Amount Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Rescindable Amount Impacted Class, the "Rescindable Amount Deficiency Assignment") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Lead Borrower) deemed to execute and deliver an Assignment and Assumption with respect to such Rescindable Amount Deficiency Assignment, and such Lender or Issuing Bank shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Rescindable Amount Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender or Issuing Bank, as applicable, hereunder with respect to such Rescindable Amount Deficiency Assignment and the assigning Lender or assigning Issuing Bank shall cease to be a Lender or Issuing Bank, as applicable, hereunder with respect to such Rescindable Amount Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender or assigning Issuing Bank and (iv) the Administrative Agent may reflect in the Register its ownership interest in the Loans subject to the Rescindable Amount Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Loans acquired pursuant to a Rescindable Amount Deficiency Assignment and upon receipt of the proceeds of such sale, the Rescindable Amount Return Deficiency owing by the applicable Lender or Issuing Bank shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender or Issuing Bank (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Rescindable Amount Deficiency Assignment will reduce the Commitments of any Lender or Issuing Bank and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold a Loan (or portion thereof) acquired pursuant to a Rescindable Amount Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Lender, Issuing Bank or Secured Party under the Loan Documents with respect to each Rescindable Amount Return Deficiency ("Rescindable Amount Subrogation Rights").

(h) The parties hereto agree that a Rescindable Amount shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers or any other Loan Party; provided that clause (g) (above) and this clause (h) shall not be interpreted to accelerate the due date for, or have the effect of accelerating the due date for, any of the Secured Obligations of the Loan Parties relative to the timing for payment of the Secured Obligations that would have been payable had such Rescindable Amount not been made by the Administrative Agent; provided, further, that for the avoidance of doubt, clause (g) (above) and this clause (h) shall not apply to the extent any such Rescindable Amount is, and solely with respect to the amount of such Rescindable Amount that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Rescindable Amount.

(i) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to a Rescindable Amount, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Rescindable Amount received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

Section 2.22 Co-Borrowers.

(a) Each Borrower accepts joint and several liability hereunder in consideration of the financial accommodation provided or to be provided by the Administrative Agent, the Swingline Lender, the Issuing Banks and the Revolving Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of each Borrower to accept joint and several liability for the obligations of each other Borrower.

(b) Each Borrower shall be jointly and severally liable for the Loan Obligations, regardless of which Borrower actually receives the Revolving Loans or other extensions of credit hereunder or the amount of the

Loan Obligations received or the manner in which the Administrative Agent, the Swingline Lender, any Issuing Bank or any Revolving Lender accounts for the Loan Obligations on its books and records. Each Borrower's obligations with respect to Revolving Loans or other extensions of credit made to it hereunder, and each Borrower's obligations arising as a result of the joint and several liability of such Borrower hereunder, with respect to Revolving Loans or other extensions of credit made to and other Loan Obligations owing by the Borrowers hereunder, shall be separate and distinct obligations, but all such obligations shall be primary obligations of each Borrower. For certainty, and without limiting any of the other provisions of this Section 2.22, the Canadian Borrower shall be the primary obligor with regard to all Borrowings requested by it pursuant to Section 2.03.

(c) Upon the occurrence and during the continuation of any Event of Default, the Administrative Agent, the Swingline Lender, the Issuing Banks and the Revolving Lenders may proceed directly and at once, without notice, against any Borrower to collect and recover the full amount, or any portion of, the Loan Obligations, without first proceeding against any other Borrower or any other Person, or against any security or collateral for the Loan Obligations. Each Borrower waives all suretyship defenses and consents and agrees that the Administrative Agent, the Swingline Lender, the Issuing Banks and the Revolving Lenders shall be under no obligation to marshal any assets in favor of any Borrower or against or in payment of any or all of the Loan Obligations.

(d) Each Borrower hereby irrevocably appoints the Lead Borrower as the borrowing agent and attorney-in-fact for the Borrowers, which appointment shall remain in full force and effect unless and until the Administrative Agent shall have received prior written notice signed by all of the Borrowers that such appointment has been revoked and that another Borrower has been appointed in the place of the Lead Borrower (which other Borrower shall be a parent company with respect to each other Borrower). Each Borrower hereby irrevocably appoints and authorizes the Lead Borrower (i) to provide to the Administrative Agent and receive from the Administrative Agent all notices with respect to Revolving Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other Loan Documents and (ii) to take such action as the Lead Borrower deem appropriate on its behalf to obtain Revolving Loans or other extensions of credit hereunder and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. The Administrative Agent, the Swingline Lender, each Issuing Bank and each Revolving Lender shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any notice of borrowing) delivered by the Lead Borrower. The Administrative Agent, the Swingline Lender, each Issuing Bank and each Revolving Lender may give any notice or communication with a Borrower hereunder to the Lead Borrower on behalf of such Borrower. The Administrative Agent, the Swingline Lender, each Issuing Bank and each Revolving Lender shall have the right, in its discretion, to deal exclusively with the Lead Borrower for any or all purposes under the Loan Documents. Each Borrower agrees that any notice, election, communication, delivery, representation, agreement, action, omission or undertaking by the Lead Borrower hereunder shall be binding upon and enforceable against such Borrower.

(e) It is understood that the handling of the Collateral of the Borrowers in a combined fashion, as more fully set forth herein and in the Collateral Documents, is done solely as an accommodation to the Borrowers in order to utilize the collective borrowing powers of the Borrowers in the most efficient and economical manner and at their request, and that neither the Administrative Agent nor the Revolving Lenders shall incur liability to the Borrowers as a result hereof. Each of the Borrowers expects to derive benefit, directly or indirectly, from the handling of the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group.

Section 2.23 Priority and Liens.

(a) Each of the Loan Parties hereby covenants and agrees that upon the entry of, and subject to, the Interim Order (and when applicable, the Final Order) and subject to the Carve-Out in all respects, the Secured Obligations: (i) pursuant to Section 364(c)(1) of the Bankruptcy Code, shall at all times constitute an allowed Superpriority Claim in the Cases, which Superpriority Claims in respect of the Facilities shall rank pari passu with the Superpriority Claims in respect of the DIP Term Loan Facility and have priority over any and all other claims against the Debtors, (ii) pursuant to Section 364(c)(2) of the Bankruptcy Code, shall be secured by a valid, perfected, continuing, enforceable, nonavoidable first priority lien and security interest on the Collateral of each Loan Party that is not subject to valid, perfected and nonavoidable liens as of the Petition Date (or subject to perfection subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code), pari passu with the lien and security interest in respect of the DIP Term Loan Facility, (iii) pursuant to Section 364(d)(1) of the Bankruptcy Code, shall be secured by a valid perfected, continuing, enforceable and nonavoidable first priority priming lien and security interest on the

ABL Priority Collateral and (iv) pursuant to Section 364(c)(3) of the Bankruptcy Code, shall be secured by a perfected junior lien and security interest on the Term Priority Collateral, junior only to the lien and security interest on such Term Priority Collateral securing the DIP Term Loan Facility and the lien and security on such Term Priority Collateral securing the Pre-Petition Term Loan Facility (or any other valid, perfected, non-avoidable lien on such Term Priority Collateral securing such term facilities as of the Petition Date), which Liens shall be senior to the Liens securing the Pre-Petition ABL Credit Facility (the "Primed Liens") and any Liens to which the Primed Liens are senior or rank *pari passu*, and which shall also prime any Liens granted after the commencement of the Cases to provide adequate protection Liens to the extent of any diminution in the value of the collateral of the Primed Liens as provided in the Orders in respect of any of the Primed Liens, subject in each case only to (1) Permitted Liens that are valid, binding, enforceable, perfected and unavoidable Liens in favor of third parties that were in existence immediately prior to the Petition Date and that are not impaired, affected or modified by the Orders and/or that have priority after the Petition Date by operation of Law, (2) the Carve-Out and (3) and as otherwise set forth in the Orders (the "Priming Liens") and with respect to perfection, solely to the extent it may be achieved by the entry of the Interim Order (and when applicable, the Final Order) and the perfection steps required to be taken under the Collateral Documents; it being agreed that such Collateral shall exclude claims and causes of action under sections 502(d), 544, 545, 547, 548, 550 and 553 of the Bankruptcy Code (collectively "Avoidance Actions") but include, subject to the entry of the Final Order by the Bankruptcy Court, the proceeds thereof.

(b) The relative priorities of the Liens described in this Section 2.23 with respect to the Collateral shall be as set forth in the Orders, the ABL Intercreditor Agreement and the other Collateral Documents. In accordance with the Interim Order (and when applicable, the Final Order) and the orders of the Canadian Court in the Canadian Recognition Proceedings, all of the Liens described in this Section 2.23 shall be effective and perfected upon entry of the Interim Order (and when applicable, the Final Order) and, in the case of Canadian Collateral, the granting of the orders of the Canadian Court in the Canadian Recognition Proceedings, without the necessity of the execution, recordation or filings by the Debtors of security agreements, control agreements, financing statements or other similar documents, or the possession or control by the Administrative Agent of, or over, any Collateral, as set forth in the Orders.

ARTICLE III.

[RESERVED]

ARTICLE IV.

CONDITIONS PRECEDENT

Section 4.01 Conditions to Borrowing on the Closing Date. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder on the Closing Date is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals delivered by mail or copies delivered by facsimile or electronic mail (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party and by the Administrative Agent and each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(i) executed counterparts of this Agreement, the Guaranty and the Fee Letters;

(ii) the following:

(A) certificates, if any, representing the Pledged Equity referred to therein accompanied by undated stock powers executed in blank and instruments evidencing the Pledged Debt indorsed in blank; and

(B) UCC and PPSA financing statements in appropriate form for filing under the UCC and the PPSA, as applicable; and

(C) subject to Section 6.18, evidence that all other actions, recordings and filings required by the Collateral Documents as of the Closing Date or that the Required Revolving Lenders may deem reasonably necessary to satisfy the Collateral and Guarantee Requirement shall have been taken, completed or otherwise provided for in a manner reasonably satisfactory to the Collateral Agent and the Required Revolving Lenders;

(iii) (A) a copy of the certificate or articles of incorporation or organization, including all amendments thereto, of each Loan Party, certified, if applicable, as of a recent date by the Secretary of State or similar Governmental Authority of the jurisdiction of its organization, and a certificate as to the good standing (where relevant) of each Loan Party as of a recent date, from such Secretary of State or similar Governmental Authority and (B) a certificate of the Secretary or Assistant Secretary (or a director in lieu thereof) of each Loan Party, dated the Closing Date and certifying (i) that attached thereto is a true and complete copy of the by-laws, memorandum and articles of association, operating (or limited liability company) agreement or other equivalent Organization Documents of such Loan Party as in effect on the Closing Date, (ii) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such Person is a party and, in the case of any Borrower, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (iii) that the certificate or articles of incorporation or organization of such Loan Party have not been amended since the date of the last amendment thereto shown on the certificate of incorporation or organization furnished pursuant to clause (A) above, and (iv) as to the incumbency and specimen signature of each Responsible Officer executing any Loan Document on behalf of such Loan Party and countersigned by another officer as to the incumbency and specimen signature of the Secretary, Assistant Secretary or director of such Loan Party executing the certificate pursuant to clause (B) above.

(iv) the initial Approved Budget, in form and substance satisfactory to each Lender in its sole and absolute discretion;

(v) [reserved];

(vi) [reserved];

(vii) a certificate of a Responsible Officer of the Lead Borrower (x) confirming satisfaction of the conditions set forth in Sections 4.01(c), (e), (g), (h), (k), (l) and (m), and (y) attaching a copy of the DIP Term Loan Agreement and certifying the same to be true, complete and effective as of the Closing Date;

(viii) a Borrowing Base Certificate which calculates the Borrowing Base as of May 31, 2023 and evidence of satisfaction of the Tranche A Availability Conditions after giving pro forma effect to the Transactions that are consummated on the Closing Date;

(ix) a Borrowing Notice in accordance with the requirements hereof; and

(x) a properly completed letter of credit application if the issuance of a Letter of Credit will be required on the Closing Date.

(b) The Administrative Agent shall have received, at least one (1) Business Day prior to the Closing Date, (i) all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and Parts II.1 and XII.2 of the Criminal Code (Canada) (together, the "AML Legislation") that has been reasonably requested at least two (2) Business Days in advance of the Closing Date and (ii) if any Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a certification regarding individual beneficial ownership solely to the extent required by the Beneficial Ownership Regulation in relation to such Borrower.

(c) The representations and warranties contained in Article V and the other Loan Documents shall be true and correct in all material respects on and as of the Closing Date, except to the extent such representations

and warranties expressly relate to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date; provided, however, that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects after giving effect to such qualification.

(d) All fees required to be paid hereunder (including pursuant to Section 2.12(c)), and all costs and expenses invoiced on or prior to the Closing Date shall have been paid in full in cash or shall be paid on the Closing Date out of the initial Borrowing.

(e) Since the Petition Date, no event, change or condition has occurred that has had, or could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) Prior to or substantially concurrently with the initial extension of credit hereunder, the Refinancing shall have been consummated.

(g) No event shall have occurred and be continuing or would result from the making of the Loans on the Closing Date that would constitute an Event of Default or a Default.

(h) No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Cases, and no Debtor shall have applied for, consented to or acquiesced in any such appointment.

(i) Aggregate Excess Availability shall be no less than $25,000,000 after giving effect to the Transactions and any Credit Extension on the Closing Date.

(j) Prior to or substantially concurrently with the Closing Date, the definitive documentation in respect of the DIP Term Loan Facility, which shall be in form and substance acceptable to the Administrative Agent in its sole and absolute discretion, shall have been duly executed and the initial funding of the DIP Term Loan Facility in an aggregate principal amount of at least $132,500,000 shall have occurred, and (i) the proceeds thereof shall be used to repay in full the $55,000,000 principal amount of the Sponsor LC Reimbursement Note, together with all other amounts set forth in the payoff letter in respect thereof; and (ii) the remainder of such proceeds after giving effect to the repayment of the Sponsor LC Reimbursement Note in an amount equal to $[●][5] shall be used to repay the Loan Obligations.

(k) The amount of the Loans made on the Closing Date shall not exceed the amount authorized by the Interim Order.

(l) The Interim Order Entry Date shall have occurred, and the Interim Order shall be in full force and effect.

(m) The Cases of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code.

(n) The Pre-Petition ABL Agent shall have caused the full amount of the Sponsor LC to have been drawn prior to the Closing Date, and the Administrative Agent shall have received the proceeds drawn under the Sponsor LC from (or on behalf of) the Sponsor LC Issuing Bank and applied such proceeds to repay Pre-Petition Tranche A Revolving Loans.

(o) All of the "first day orders" entered by the Bankruptcy Court on or about the Petition Date or the Closing Date (and if any such orders shall have not been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) regarding, relating to or impacting (i) the Debtors' cash management systems and arrangements (such order, the "Cash Management Order"), (ii) any rights or remedies of any Secured Party, (iii) the Facilities or the DIP Term Loan Facility, (iv) the Collateral, any Liens thereon or any Superpriority Claims, (v) the use of cash collateral, (vi) debtor-in-possession financing, (vii) adequate protection or

[5] To be confirmed and updated.

otherwise relating to the Pre-Petition ABL Facilities or the Pre-Petition Term Loan Facility or (viii) any plan of reorganization shall, in each case, be in form and substance satisfactory to the Administrative Agent in its sole and absolute discretion.

For purposes of determining whether the conditions specified in this Section 4.01 have been satisfied on the Closing Date, the Administrative Agent and each Lender that has executed this Agreement (or an Assignment and Assumption on the Closing Date) shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be.

Section 4.02 Each Credit Event. The obligation to honor any Borrowing Notice after the Closing Date, and of the Issuing Bank to issue, amend, renew or extend any Letter of Credit after the Closing Date is subject to the following conditions precedent (each such event, a "Credit Extension"):

(a) the representations and warranties contained in Article V and the other Loan Documents shall be true and correct in all material respects on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date; provided, however, that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct on and as of such date;

(b) no Default or Event of Default shall exist or would result from such proposed Borrowing, from the application of the proceeds therefrom or from such issuance, renewal or extension of a Letter of Credit;

(c) if such proposed Borrowing is a Tranche A Revolving Loan or a Letter of Credit, immediately before and after giving effect to such proposed Borrowing or Letter of Credit, the Tranche A Availability Conditions shall be satisfied;

(d) if such proposed Borrowing is a Tranche B-1 Revolving Loan, immediately before and after giving effect to such proposed Borrowing, the Tranche B-1 Availability Conditions shall be satisfied;

(e) if such proposed Borrowing is a Tranche B-2 Revolving Loan, immediately before and after giving effect to such proposed Borrowing, the Tranche B-2 Availability Conditions shall be satisfied; and

(f) the Administrative Agent shall have received a Borrowing Notice.

Except with respect to Protective Advances and the Settlement of Swingline Loans, each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the applicable Borrower on the date thereof as to the matters specified in paragraphs (a), (b) and (c) of this Section.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

Holdings and the Lead Borrower represent and warrant to the Administrative Agent and the Lenders at the time of each Borrowing that:

Section 5.01 Organization; Powers. Each of the Loan Parties and each of its Restricted Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization (to the extent the concept of "good standing" is recognized thereunder) other than a failure by any Non-Guarantor Restricted Subsidiary to comply with this clause (a) if such failure, individually or in the aggregate, does not, or would not reasonably be expected to, result in a Material Adverse Effect, (b) except where the failure to have such power and authority would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, has all requisite power and authority to carry on its business as now conducted and is qualified to do business in, and (c) is in good standing in, every jurisdiction where such qualification is required except where the failure to be in good standing would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. The transactions contemplated by the Loan Documents are within each Loan Party's corporate or organizational powers and, subject to the entry and terms of the Interim Order (and when applicable, the Final Order), have been duly authorized by all necessary organizational and, if required, stockholder (or equity holder, as applicable) action. Subject to the entry and terms of the Interim Order (and when applicable, the Final Order), the Loan Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitute a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, capital impairment, recognition of judgments or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 5.03 Governmental Approvals; No Conflicts. The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate (i) any material Requirements of Law applicable to any Loan Party or any of its Restricted Subsidiaries which would reasonably be expected to have a Material Adverse Effect or (ii) such Loan Party's Organization Documents, (c) except to the extent arising under the documents governing the Pre-Petition Debt, will not violate or result in a default under any material indenture, agreement or other instrument binding upon any Loan Party or any of its Restricted Subsidiaries or its assets that would give rise to a right of payment under any Contractual Obligation in respect of Indebtedness having an aggregate principal amount exceeding the Threshold Amount to which such Loan Party is a party and (d) except to the extent arising under the documents governing the Pre-Petition Debt, will not result in the creation or imposition of any Lien on any asset of any Loan Party or any of its Restricted Subsidiaries, except Liens created pursuant to the Loan Documents and other Liens permitted hereunder.

Section 5.04 [Reserved].

Section 5.05 [Reserved].

Section 5.06 Litigation and Environmental Matters.

(a) Except the Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Loan Party, threatened against or affecting the Loan Parties or any of their Restricted Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that purports to affect the legality or enforceability of this Agreement or the other Loan Documents or consummation of the Transactions.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no Loan Party nor any of its Restricted Subsidiaries has received written notice of any claim, action or proceeding with respect to any Environmental Liability or knows of any basis for any Environmental Liability, (ii) unless stayed by the Cases, each Loan Party and each of its Restricted Subsidiaries, and their respective current operations and properties, are in compliance with all Environmental Laws and have obtained, maintained and are in compliance with all permits, licenses or other approvals required under any Environmental Law and (iii) no Loan Party or any of its Restricted Subsidiaries has become subject to any Environmental Liability.

Section 5.07 [Reserved].

Section 5.08 Properties.

(a) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each of the leases and subleases relating to the leased Real Property is valid and enforceable in accordance with its terms and is in full force and effect. Each of the Loan Parties and its Restricted Subsidiaries has good and marketable title to, or valid leasehold interests in, all its Real Property and personal property that is necessary for the operation of their respective business as currently conducted and as proposed to be conducted, except for Liens permitted by Section 7.01 and except where the failure to have such title would not reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) each Loan Party and its Restricted Subsidiaries owns, or is licensed or has the right to use, all Intellectual Property necessary to its business as currently conducted, (ii) to the Lead Borrower's knowledge, no written claim has been asserted and is pending by any Person challenging any Loan Party's use of any Intellectual Property or the validity or the enforceability of any Intellectual Property owned by any Loan Party and (iii) to the Lead Borrower's knowledge, neither any Borrower nor any Restricted Subsidiary is infringing, misappropriating, diluting or otherwise violating any Intellectual Property rights of any Person.

(c) Insurance. Schedule 5.08(c) sets forth a summary of all material insurance maintained by or on behalf of the Loan Parties and the Restricted Subsidiaries as of the Closing Date. As of the Closing Date, all premiums in respect of such insurance have been paid. The Lead Borrower and Holdings believe that the insurance maintained by or on behalf of the Loan Parties and the Restricted Subsidiaries is adequate.

Section 5.09 Compliance with Laws and Agreements. Unless stayed by the Cases, each Loan Party and its Restricted Subsidiaries is in compliance with all Requirements of Law applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 5.10 Taxes. Subject to the terms of the Orders and any required approval by the Bankruptcy Court, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Loan Party and its Restricted Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and, subject to the terms of the Orders, has paid or caused to be paid all Taxes due and payable (including in its capacity as a withholding agent), except Taxes that are being contested in good faith by appropriate proceedings and, subject to the terms of the Orders, for which such Loan Party or such Restricted Subsidiary, as applicable, has established adequate reserves determined in accordance with GAAP or the payment of which is stayed by the Cases. The Lead Borrower and Holdings are not aware of any proposed Tax deficiencies or assessments that, in the aggregate, are material to the Loan Parties and their Restricted Subsidiaries, taken as a whole. There are no Liens for any material Taxes on any assets of any Loan Party or any of its Restricted Subsidiaries, other than Permitted Liens.

Section 5.11 ERISA Compliance.

(a) No ERISA Event, Canadian Pension Event or Foreign Benefit Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events or Foreign Benefit Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. Neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that would be subject to Section 4069 or 4212(c) of ERISA, except as would not reasonably be expected to result in a Material Adverse Effect. No Canadian Pension Termination Event has occurred or is reasonably expected to occur that, when taken together with all other such Canadian Pension Termination Events for which liability is reasonably expected to occur, would reasonably be expected to result in liability or obligation to pay in excess of the Threshold Amount.

(b) Except as would not reasonably be expected to have a Material Adverse Effect:

(i) All Canadian Pension Plans are, to the extent applicable, duly registered under the Income Tax Act (Canada), applicable pension standards legislation and any other applicable laws which require registration, and no event has occurred which would reasonably be expected to cause the loss of such registered status. The Canadian Pension Plans have each been administered, funded and invested in accordance with the terms of particular plan, its trust or funding agreement, all applicable laws including, where applicable, the Income Tax Act (Canada) and pension standards legislation, and the terms of all applicable collective bargaining agreements.

(ii) All obligations of each Loan Party and each other Restricted Subsidiary (including fiduciary, funding, investment and administration obligations) required to be performed in connection with the Canadian Pension Plans and their trust or funding agreements have been performed on a timely basis. There are no outstanding disputes concerning the assets of the Canadian Pension Plans.

(c) No event has occurred which could reasonably be expected to give rise to a partial or full termination of any Canadian Defined Benefit Plan.

(d) There has been no improper withdrawal or application of the assets of any Canadian Defined Benefit Plan.

(e) No Loan Party or Restricted Subsidiary has withdrawn or is reasonably likely to withdraw from a Canadian Multi-Employer Plan.

(f) Each Canadian Defined Benefit Plan is fully funded on a going-concern and solvency basis using actuarial assumptions and methods which are consistent with the valuations last filed with the applicable Governmental Authorities and which are consistent with generally accepted actuarial principles.

(g) No benefit improvements or promises therefor under any Canadian Pension Plan have been made except where such improvement would not result in a solvency deficiency or going concern unfunded liability in the affected Canadian Pension Plan.

(h) The sole financial obligation of a Loan Party or Restricted Subsidiary to or in respect of a Canadian Multi-Employer Plan is to contribute to such Canadian Multi-Employer Plan at the rate or in the amount set out in the applicable collective bargaining agreement.

Section 5.12 Capitalization and Subsidiaries. As of the Closing Date, Schedule 5.12 sets forth (a) a correct and complete list of the name and relationship to Holdings of each and all of Holdings' Subsidiaries, (b) a true and complete listing of each class of each of the Loan Parties' (other than Holdings') authorized Equity Interests, of which all of such issued shares are validly issued, outstanding, fully paid and non-assessable, and (other than shares issued by Holdings) owned beneficially and of record by the Persons identified on Schedule 5.12, and (c) the type of entity of Holdings and each of its Subsidiaries. All of the issued and outstanding Equity Interests owned by any Loan Party has been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and is fully paid and non-assessable.

Section 5.13 Margin Regulations; Investment Company Act.

(a) Neither the making of any Loan hereunder nor the use of the proceeds thereof will violate the provisions of Regulation T, Regulation U or Regulation X of the Board.

(b) Neither any Loan Party nor any Restricted Subsidiary is required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940.

Section 5.14 Disclosure. As of the Closing Date, the reports, financial statements, certificates (including, without limitation, the Borrowing Base Certificate delivered on the Closing Date) and other written information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole, are true and correct in all material respects as the date such information was furnished and do not, taken as a whole, contain any untrue statement of a material fact as of such date or omit to state any material fact necessary to make the statements therein, taken as a whole and in the light of the circumstances under which such statements were made not materially misleading; provided that, with respect to pro forma and projected financial information, the Lead Borrower and Holdings represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered in light of the circumstances when made and, if such pro forma and projected financial information was delivered prior to the Closing Date, as of the Closing Date.

Section 5.15 [Reserved].

Section 5.16 [Reserved].

Section 5.17 Security Interest in Collateral. Subject to the entry and terms of the Interim Order (and when applicable, the Final Order), the provisions of the Orders create legal and valid Liens on all the Collateral in favor of the Collateral Agent, for its benefit and the benefit of the other Secured Parties. The Collateral Documents

further evidence the legal and valid Liens on all the Collateral in favor of the Collateral Agent, for its benefit and the benefit of the other Secured Parties. Such Liens, upon (i) the Interim Order Entry Date, (ii) the filing of financing statements in appropriate form describing the Collateral as "all assets" or using language of similar import or otherwise containing a reasonable description of the Collateral in the applicable filing offices, with respect to Collateral that may be perfected by the filing of a financing statement in such office, (ii) [reserved] or (iii) the obtaining of possession or "control" with respect to Collateral that may be perfected by possession or control, in each case, as applicable, will constitute perfected and continuing Liens on the Collateral securing the Secured Obligations, enforceable (subject to applicable bankruptcy, insolvency, reorganization, moratorium, capital impairment, recognition of judgments or other laws affecting creditors' rights generally) against the applicable Loan Party and all third parties, and having priority over all other Liens on the Collateral except (a) Permitted Liens, to the extent any such liens would have priority over the Liens in favor of the Collateral Agent pursuant to the Orders (including, without limitation any Liens on Term Priority Collateral securing the DIP Term Loan Obligations permitted hereunder to the extent provided in the ABL Intercreditor Agreement and the Orders); (b) Liens perfected only by possession or control to the extent the Collateral Agent has not obtained or does not maintain possession of such Collateral or has not established control over such Collateral, as applicable; and (c) Liens created pursuant to the Orders.

Section 5.18 Employment Matters. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, there are no strikes, lockouts or slowdowns against any Loan Party or any Restricted Subsidiary pending or, to the knowledge of the Lead Borrower, threatened. The hours worked by and payments made to employees of the Loan Parties and the Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable federal, state, local or foreign law dealing with such matters except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, all payments due from any Loan Party or any Restricted Subsidiary, or for which any claim may be made against any Loan Party or any Restricted Subsidiary, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Loan Party or such Restricted Subsidiary.

Section 5.19 Anti-Terrorism Law. Each Loan Party and, to the knowledge of the Lead Borrower, their respective officers, directors, employees and agents are in compliance in all material respects with applicable Requirements of Law relating to terrorism or money laundering ("Anti-Terrorism Laws"), including applicable provisions of Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and the USA PATRIOT Act.

Section 5.20 Anti-Corruption Laws and Sanctions.

(a) The Lead Borrower has implemented and maintains in effect policies and procedures reasonably designed to promote compliance by the Lead Borrower and its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Holdings, the Lead Borrower, its Subsidiaries and their respective officers and employees and, to the knowledge of Holdings or the Lead Borrower, their respective directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) Holdings, the Lead Borrower, any Subsidiary or any of their respective directors or officers, or (ii) to the knowledge of Holdings or the Lead Borrower, any employee or agent of Holdings, the Lead Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person.

(b) No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate, any Anti-Corruption Law or applicable Sanctions. This Section 5.20 shall not be interpreted or applied in relation to any Canadian Loan Party or any Subsidiary of a Canadian Loan Party to the extent that the representations made under this Section 5.20 violate, or would result in a breach of, the Foreign Extraterritorial Measures Act (Canada).

Section 5.21 Orders.

(a) The Interim Order (and when applicable, the Final Order) is, following the entry thereof, effective to (i) cause the Secured Obligations to be Superpriority Claims, having the status and priority set forth in the Interim Order (and when applicable, the Final Order), subject to the Carve-Out in all respects, and (ii) create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid, binding and enforceable perfected

first priority security interest (in accordance with the priorities set forth in the Interim Order (and when applicable, the Final Order)) in the Collateral without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents.

(b) The Interim Order (and when applicable, the Final Order) is in full force and effect, and has not been vacated, reversed, terminated, stayed, modified or amended in any manner without the consent of the Administrative Agent (with the consent of the Required Revolving Lenders) in its sole and absolute discretion.

(c) Upon the occurrence of the Maturity Date (whether by acceleration or otherwise), the Administrative Agent shall, subject to Article VIII and the applicable provisions of the Interim Order (and when applicable, the Final Order), be entitled to immediate payment of the Loan Obligations and to enforce the remedies provided for under this Agreement and the other Loan Documents in accordance with the terms hereof and thereof, in each case without further application to or order by the Bankruptcy Court.

(d) If the Interim Order (and when applicable, the Final Order) is the subject of a pending appeal in any respect, none of the Interim Order (and when applicable, the Final Order), the extension of credit or the performance by any Loan Party of any of its obligations under this Agreement or any of the other Loan Documents shall be the subject of a presently effective stay pending appeal. The Debtors, the Administrative Agent and the Lenders shall be entitled to rely in good faith upon the Interim Order (and when applicable, the Final Order), notwithstanding objection thereto or appeal therefrom by any interested party. The Debtors, the Administrative Agent and the Lenders shall be permitted and required to perform their respective obligations in compliance with the Loan Documents notwithstanding any such objection or appeal, unless the Interim Order (and when applicable, the Final Order) has been stayed by a court of competent jurisdiction.

Section 5.22 Appointment of Trustee or Examiner; Liquidation. No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Cases, and no Debtor shall have applied for, consented to or acquiesced in any such appointment. No order has been entered in any of the Cases to convert any of the Cases to a case under Chapter 7 of the Bankruptcy Code or to dismiss any of the Cases.

Section 5.23 Approved Budget and Variance Reports. The then-applicable Approved Budget was prepared in good faith upon assumptions that the Lead Borrower believed to be reasonable assumptions on the date of delivery of the then-applicable Approved Budget. To the knowledge of the Lead Borrower, no facts exist that (individually or in the aggregate) would result in any material change in the then-applicable Approved Budget. On and after the delivery of any Variance Report in accordance with this Agreement, such Variance Report fairly represents, in all material respects, the information covered thereby.

Section 5.24 Adverse Proceedings. Other than the Cases, there are no material unstayed Adverse Proceedings now pending or threatened or affecting Holdings, the Borrowers, the Subsidiary Guarantors or any of their respective Subsidiaries before any court, Governmental Authority or arbitrator.

ARTICLE VI.

AFFIRMATIVE COVENANTS

Until the Termination Date, except as expressly directed otherwise by the Orders, (i) Holdings shall (with respect to Sections 6.04 and 6.05(a) only) and (ii) the Lead Borrower shall, and the Lead Borrower shall cause (except in the case of the covenants set forth in Section 6.01, 6.02 and 6.03) each Restricted Subsidiary to:

Section 6.01 Financial Statements; Borrowing Bases and Other Information. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) within one hundred twenty (120) days after the end of each fiscal year of the Lead Borrower (beginning with the fiscal year ending December 31, 2023), its audited consolidated balance sheet and related statements of income, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, together with a management's discussion and analysis of such financial information in the form customarily prepared by the Lead Borrower, all reported on by independent

public accountants of recognized national standing to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Lead Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, accompanied by any management letter prepared by said accountants. Notwithstanding the foregoing, in the event that the Lead Borrower delivers an annual report on Form 10-K for such fiscal year the Lead Borrower will be deemed to have delivered the financial statements required by this clause (a) on the date of such filing;

(b) (i) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Lead Borrower (beginning with the fiscal quarter ended on June 30, 2023), its consolidated balance sheet and related statements of income, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, together with a customary management's discussion and analysis of such financial information in the form customarily prepared by the Lead Borrower, all certified by a Responsible Officer of the Lead Borrower as presenting fairly in all material respects the financial condition and results of operations of the Lead Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; and (ii) within thirty (30) calendar days after the end of each fiscal month (or, in the case of the third fiscal month of any fiscal quarter, no later than the date on which consolidated financial statements for such fiscal quarter are required to be delivered pursuant to Section 6.01(a) or 6.01(b)(i), as applicable) of the Lead Borrower (beginning with the first full fiscal month ending after the Closing Date), its consolidated balance sheet and its related statements of income, stockholders' equity and cash flows as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, together with a reconciliation of Consolidated Net Income to Consolidated EBITDA (as such terms are defined in the Pre-Petition ABL Credit Agreement) for the trailing 12-month period ending with such fiscal month, in each case in form reasonably acceptable to the Administrative Agent. Notwithstanding the foregoing, in the event that the Lead Borrower delivers a quarterly report on Form 10-Q for such fiscal quarter, the Lead Borrower will be deemed to have delivered the financial statements required by clause (b)(i) on the date of such filing;

(c) simultaneously with the delivery of each set of consolidated financial statements referred to in Sections 6.01(a) and 6.01(b), statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements;

(d) on Wednesday of each week following the Petition Date (prior to 11:59 p.m.), commencing with Wednesday, June 21, 2023, an updated budget (in the form of the Approved Budget), which shall become the Approved Budget upon approval in accordance with the definition thereof;

(e) within three (3) Business Days after the end of each calendar week, a Borrowing Base Certificate which calculates the Aggregate Borrowing Base, the Tranche A Borrowing Base, the Tranche B-1 Borrowing Base and the Tranche B-2 Borrowing Base, and if requested by the Administrative Agent in its Permitted Discretion, supporting information in connection therewith, together with any additional reports with respect to the Borrowing Base as the Administrative Agent may reasonably request, in its Permitted Discretion; provided that for Borrowing Base Certificates delivered prior to July 15, 2023, the certificates shall be the prior month-end Borrowing Base Certificate, updated to include a roll-forward of Accounts and such other information as mutually agreed between the Lead Borrower and the Administrative Agent. In addition, in the event that a Loan Party consummates an Asset Disposition that results in the disposition of ABL Priority Collateral included in the Aggregate Borrowing Base with a value (as reasonably determined by the Lead Borrower) in excess of 10% of the Aggregate Borrowing Base at such time, the Lead Borrower shall deliver an updated Borrowing Base Certificate promptly after the consummation of such disposition;

(f) if requested by the Administrative Agent, in its Permitted Discretion, as soon as available but in any event within 20 calendar days after the end of the calendar month in which the Administrative Agent makes such a request (or such other time as the Administrative Agent may reasonably request), as of the period then ended, all delivered in a manner reasonably acceptable to the Administrative Agent:

(i) a detailed aging of the Accounts of each Loan Party (1) including lists of all invoices aged by invoice date and due date (with an explanation of the terms offered) and (2) reconciled to

the Borrowing Base Certificate delivered as of such date prepared in a manner reasonably acceptable to the Administrative Agent, together with a summary specifying the balance due for each Account Debtor;

(ii) a schedule detailing the Inventory of each Loan Party, in form reasonably satisfactory to the Administrative Agent, (1) by location (showing Inventory in transit, any Inventory located with a third party under any consignment, bailee arrangement, or warehouse agreement), by class (raw material, work-in-process and finished goods), by product type, and by volume on hand, and adjusted for Reserves as the Administrative Agent has previously indicated to the Lead Borrower are deemed by the Administrative Agent to be appropriate, (2) including a report of any variances or other results of Inventory counts performed by each Loan Party since the last Inventory schedule (including information regarding sales or other reductions, additions, returns, credits issued by each Loan Party and complaints and claims made against the Lead Borrower), and (3) reconciled to the Borrowing Base Certificate delivered as of such date;

(iii) a worksheet of calculations prepared by each Loan Party to determine Eligible Credit Card Receivables, Eligible Accounts, Investment Grade Eligible Accounts, Eligible Inventory, Eligible In-Transit Inventory, Eligible Raw Material Inventory and Eligible Retail Finished Goods Inventory, such worksheets detailing the applicable Credit Card Receivables, Accounts and Inventory excluded from Eligible Credit Card Receivables, Eligible Accounts, Investment Grade Eligible Accounts, Eligible Inventory, Eligible In-Transit Inventory, Eligible Raw Material Inventory and Eligible Retail Finished Goods Inventory and the reason for such exclusion;

(iv) a reconciliation of the Credit Card Receivables, Accounts, Inventory, In-Transit Inventory, Raw Material Inventory, Retail Finished Goods Inventory of each Loan Party between the amounts shown in the Lead Borrower's general ledger and financial statements and the reports delivered pursuant to clauses (i) and (ii) above; and

(v) a reconciliation of the loan balance per the Lead Borrower's general ledger to the loan balances under this Agreement;

(g) if requested by the Administrative Agent, in its Permitted Discretion, as soon as available but in any event within 20 calendar days after the end of the calendar month in which the Administrative Agent makes such a request (or such other time as the Administrative Agent may reasonably request), as of the period then ended, a schedule and aging of the Lead Borrower's and the other Loan Parties' accounts payable, delivered in a manner reasonably acceptable to the Administrative Agent;

(h) promptly upon the Administrative Agent's request:

(i) copies of invoices in connection with the invoices issued by any Loan Party in connection with any Accounts, credit memos, shipping and delivery documents, and other information related thereto;

(ii) copies of purchase orders, invoices, and shipping and delivery documents in connection with any Inventory purchased by any Loan Party;

(iii) a schedule detailing the balance of all intercompany accounts of the Loan Parties;

(i) on Wednesday of each week following the Petition Date (prior to 11:59 p.m.), commencing with Wednesday of the first full week following the Petition Date, the Lead Borrower shall deliver to the Administrative Agent and the Lenders a budget variance report in substantially the form of Exhibit K hereto (each, a "Variance Report") describing in reasonable detail the Loan Parties and their Subsidiaries' aggregate cash receipts and aggregate cash disbursements during the relevant Budget Testing Period (or, prior to the completion of any applicable Budget Testing Period, for each full fiscal week completed after the Petition Date and prior to the date of such delivery) as compared to the projected, aggregate cash receipts and disbursements provided by the then-current Approved Budget for the same period;

(j) if requested by the Administrative Agent, in its Permitted Discretion, as soon as available but in any event within three (3) Business Days after the end of each calendar week in which the Administrative Agent

makes such a request, as of the period then ended, each Loan Party's sales journal, cash receipts journal (identifying trade and non-trade cash receipts) and debit memo/credit memo journal; and

(k) promptly upon delivery thereof to the DIP Term Loan Agent, copies of all financial statements, proxy statements, notices and reports that Holdings, the Borrowers or any Subsidiary shall deliver to the DIP Term Loan Agent or lenders under the DIP Term Loan Agreement (in each case to the extent not theretofore delivered to the Administrative Agent pursuant to this Agreement).

Additionally, not later than thirty (30) calendar days after delivery of both the financial information contemplated by Section 6.01(a) and the financial information contemplated by Section 6.01(d) (or such later date as the Administrative Agent may reasonably agree), at a time to be mutually agreed, the Lead Borrower will hold and participate in an annual conference call for Lenders to discuss the financial information delivered pursuant to Section 6.01(a) and Section 6.01(d).

Notwithstanding the foregoing, the obligations in clauses (a) and (b) of this Section 6.01 may be satisfied with respect to financial information of the Lead Borrower and its Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect parent of the Lead Borrower that holds all of the Equity Interests of the Lead Borrower or (B) the Lead Borrower's (or any direct or indirect parent thereof), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to each of clauses (A) and (B), (1) to the extent such information relates to a parent of the Lead Borrower, such information is accompanied by consolidating information that explains in reasonable detail the differences (if any) between the information relating to such parent, on the one hand, and the information relating to the Lead Borrower and the Restricted Subsidiaries on a stand-alone basis, on the other hand and (2) to the extent such information is in lieu of information required to be provided under Section 6.01(a), such financial statements are audited and accompanied by a report and opinion of independent public accountants of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception (but may be subject to an "emphasis of matter" explanatory paragraph or like statement) or any qualification or exception as to the scope of such audit (other than any such "going concern) or like qualification or exception or explanatory paragraph, but not a qualification, that is expressly solely with respect to, or expressly resulting solely from, (i) an upcoming maturity date under any Indebtedness, (ii) any potential inability to satisfy any financial covenant on a future date or in a future period or (iii) the activities, operations, financial results, assets or liabilities of any Unrestricted Subsidiary).

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent for prompt further distribution to each Revolving Lender:

(a) concurrently with any delivery of financial statements under clause (a) or (b) of Section 6.01, a Compliance Certificate signed by a Responsible Officer of the Lead Borrower;

(b) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Holdings, the Lead Borrower or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, as the case may be;

(c) no later than five (5) Business Days prior to the effectiveness thereof, copies of substantially final drafts of any proposed amendment, waiver or other modification with respect to any Indebtedness (other than intercompany Indebtedness) in excess of the Threshold Amount (other than a supplement to add additional guarantors so long as (i) each guarantor that is a Subsidiary of Holdings (other than an Excluded Subsidiary) and organized under the laws of the United States, Canada or a State or province or territory, as applicable, thereof guaranties all of the Secured Obligations and (ii) such guaranty is permitted by this Agreement);

(d) concurrently with any delivery of the financial statements pursuant to clause (a) of Section 6.01, a report setting forth the information required by Section 5.3 of the Security Agreements or confirming that there has been no change in such information since the Closing Date or the date of the last such report;

(e) concurrently with any delivery of financial statements pursuant to clause (a) of Section 6.01 (and at such other times as the Collateral Agent requests during the continuation of an Event of Default),

notice of any filing by any Loan Party, either directly or through any agent, employee or designee, of an application for the registration of any patent, trademark or copyright material to its business with the United States Patent and Trademark Office or the United States Copyright Office and the Canadian Intellectual Property Office, and such Loan Party shall execute, deliver and file any Intellectual Property Security Agreements to evidence the Collateral Agent's security interest on such patent, industrial design, trademark or copyright in the United States and Canada, and the General Intangibles (as defined in Article 9 of the UCC, including an "intangible" as defined in the PPSA, if applicable) of such Loan Party relating thereto or represented thereby;

(f) promptly following any request from the Administrative Agent therefor, (x) copies of (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any Loan Party or any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) such other documents or governmental reports or filings relating to any Pension Plan, Canadian Pension Plan or Canadian Multi-Employer Plan as the Administrative Agent shall reasonably request and (y) with respect to any Multiemployer Plan, (i) any documents described in Section 101(k) of ERISA that any Loan Party or any ERISA Affiliate has received from such Multiemployer Plan and (ii) any notices described in Section 101(1) of ERISA that any Loan Party or any ERISA Affiliate has received from such Multiemployer Plan;

(g) as soon as reasonably practicable in advance of filing with the Bankruptcy Court or the Canadian Court or delivering to the Creditors' Committee or the U.S. Trustee, as the case may be, the Final Order and all other proposed orders, motions, filings and pleadings related to the Loans and the Loan Documents, any Reorganization Plan and/or any disclosure statement related thereto and (ii) by the earlier of (A) three (3) Business Days prior to being filed (and if impracticable, then as soon as possible and in no event later than promptly after being filed) on behalf of any of the Debtors with the Bankruptcy Court or the Canadian Court or (B) at the same time as such documents are provided by any of the Debtors to any statutory committee appointed in the Cases or the U.S. Trustee, all other notices, filings, motions, pleadings or other information concerning the financial condition of the Borrower or any of its Subsidiaries or other Indebtedness of the Loan Parties or any request for relief under Section 363, 365, 1113 or 1114 of the Bankruptcy Code or Section 9019 of the Federal Rules of Bankruptcy Procedure or Part IV of the CCAA, in each case, other than notices, filings, motions, pleadings or other information concerning less than $1,000,000 in value;

(h) as promptly as practicable following any request from the Administrative Agent therefor, such other reasonably available information regarding the operations, business affairs and financial condition of Holdings or any Subsidiary, as the Administrative Agent may reasonably request (for itself or on behalf of any Lender); provided that (x) such financial information is of a type customarily provided to lenders in similar syndicated credit facilities and (y) none of Holdings, the Lead Borrower or any Restricted Subsidiary shall be required to disclose or provide any information (i) that constitutes non-financial trade secrets or non-financial proprietary information of Holdings, the Lead Borrower or any of their respective Subsidiaries or any of their respective customers and/or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives) is prohibited by any applicable Requirements of Law, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which Holdings, the Lead Borrower or any Restricted Subsidiary owes confidentiality obligations to any third party); provided, that in the event Holdings, the Lead Borrower or any Restricted Subsidiary does not provide information in reliance on the foregoing proviso, the Lead Borrower shall provide notice to the Administrative Agent that such information is being withheld (but solely to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligation, or without waiving such privilege, as applicable) and the Lead Borrower shall use commercially reasonable efforts to describe the applicable information withheld pursuant to clause (ii), (iii) or (iv) above to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligation, or without waiving such privilege, as applicable; and

(i) by July 27, 2023 (or such later date as the Administrative Agent may agree in its sole discretion), the Debtors shall have delivered to the Administrative Agent a budget showing the anticipated costs and expenses associated with a wind-down of the Debtors and their Subsidiaries.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(a) or (b) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which any Borrower posts such documents, or provides a link thereto on such Borrower's website on the Internet at the website

address listed on Schedule 10.01; or (ii) on which such documents are posted on such Borrower's behalf on IntraLinks or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) upon written request by the Administrative Agent, the Borrowers shall deliver paper copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) the Lead Borrower shall notify (which may be by facsimile of through the Platform) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents and the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by Holdings or the Borrowers with any such request for delivery.

The Borrowers hereby acknowledge that (i) the Administrative Agent and the Arrangers, may make available to the Lenders the Borrower Materials by posting the Borrower Materials on IntraLinksTM, DebtDomain, SyndTrak, ClearPar or another similar electronic system (the "Platform") and (ii) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Lead Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrowers hereby agree that: (w) all the Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrowers shall be deemed to have authorized the Administrative Agent, the Arrangers and the Lenders to treat the Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Lead Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent the Borrower Materials constitute Confidential Information, they shall be treated as set forth in Section 10.12); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent and the Arrangers shall be entitled to treat Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Borrowers shall not be under any obligation to mark Borrower Materials "PUBLIC." Notwithstanding anything herein to the contrary, financial statements delivered pursuant to Sections 6.01(a) and (b) and Compliance Certificates delivered pursuant to Section 6.02(a) shall be deemed to be suitable for posting on a portion of the Platform designated "Public Side Information."

The posting of Borrower Materials on the Platform directly by the Borrowers shall be deemed received by the Administrative Agent only if the Borrowers shall have notified the Administrative Agent thereof. Communications and other information relating to this credit facility may be made available to Secured Parties by the Administrative Agent or the Borrowers on the Platform. The Platform is provided "as is" and "as available." The Administrative Agent does not warrant the accuracy or completeness of any information on the Platform nor the adequacy or functioning of the Platform, and expressly disclaims liability for any errors or omissions in the Borrower Materials or any issues involving the Platform. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE ADMINISTRATIVE AGENT WITH RESPECT TO BORROWER MATERIALS OR THE PLATFORM. No Indemnitee shall have any liability to the Loan Parties, Secured Parties or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) relating to use by any Person of the Platform, including any unintended recipient, nor for delivery of Borrower Materials and other information via the Platform, internet, e-mail, or any other electronic platform or messaging system, except to the extent, as to any Indemnitee, that such losses, claims, direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law), liabilities or expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee.

Section 6.03 Notices of Material Events. Furnish to the Administrative Agent and each Lender promptly after a Responsible Officer of Holdings or the Lead Borrower obtains knowledge thereof written notice of any material event related to the Lead Borrower or its Subsidiaries, including the following:

(a) the occurrence of any Default;

(b) receipt of any written notice of any governmental investigation or any litigation or proceeding commenced or threatened against any Loan Party that would reasonably be expected to have a Material Adverse Effect;

(c) the occurrence of any ERISA Event, Canadian Pension Event or Foreign Benefit Event that, alone or together with any other ERISA Events or Foreign Benefit Events that have occurred, would reasonably be expected to have a Material Adverse Effect;

(d) receipt of any written notice of a default or event of default delivered to any Loan Party under any debt agreements or instruments in respect of Indebtedness in excess of the Threshold Amount;

(e) the occurrence of any Canadian Pension Termination Event that, alone or together with any other Canadian Pension Termination Events that have occurred, would reasonably be expected to result in liability or an obligation to pay in excess of the Threshold Amount;

(f) any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect;

(g) (i) the filing or commencement of, or any written threat or notice of intention of any Person to file or commence, any Adverse Proceeding not previously disclosed in writing by the Lead Borrower to the Administrative Agent, or (ii) any material development in any Adverse Proceeding that would reasonably be expected to be adversely determined and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect, or that seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated hereby;

(h) receipt of (and copy of) any proposal or indication of interest for the restructuring or recapitalization of any Debtor or any Subsidiary or the sale of all or any of any Debtor's or any Subsidiary's assets or businesses; and

(i) any motion for the appointment of a trustee or examiner.

Each notice delivered under this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Lead Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 6.04 Payment of Taxes. Subject to the terms of the Orders and any required approval by the Bankruptcy Court, pay or discharge all Taxes (in the case of any such Person that is a Debtor, solely to the extent arising after the Petition Date), before the same shall become delinquent or in default, except (a) where the validity or amount thereof is being contested in good faith by appropriate proceedings and where such Loan Party or such Restricted Subsidiary has set aside on its books adequate reserves with respect thereto if and to the extent required by GAAP or (b) as would not be reasonably expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 6.05 Existence; Conduct of Business. (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, Intellectual Property rights, licenses and permits material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted, in each case, except as would not be reasonably expected, individually or in the aggregate, to result in a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, amalgamation, consolidation, liquidation or dissolution permitted under Section 7.04 and (b) carry on and conduct its business in substantially the same fields of enterprise as it is conducted as of the Closing Date or enterprises reasonably similar, ancillary, incidental or reasonably related, corollary, complementary or synergistic thereto or reasonable expansions or extensions thereof.

Section 6.06 Maintenance of Properties. Except as would not be reasonably expected, individually or in the aggregate, to result in a Material Adverse Effect, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted.

Section 6.07 Insurance. Subject to Section 6.18, the Lead Borrower will maintain or cause to be maintained, in each case, as determined by the Lead Borrower in good faith, with financially sound and reputable insurers, such insurance coverage in respect of all of its material Property as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance) and otherwise on such terms and conditions as shall be customary for such Persons. All such insurance shall, to the extent customary (but in any event, not including business interruption insurance and personal injury insurance) (i) provide that no cancellation thereof shall be effective until at least 10 days after receipt by the Collateral Agent of written notice thereof (or such shorter period as the Collateral Agent may agree in its sole discretion) and (ii) name the Collateral Agent as an additional insured party or lenders loss payee, as applicable.

Section 6.08 Compliance with Laws. Except as otherwise excused by the Bankruptcy Code with respect to any Loan Party that is a Debtor or as would not be reasonably expected, individually or in the aggregate, to result in a Material Adverse Effect, comply with all Requirements of Law (including ERISA and Environmental Laws) applicable to it or its property.

Section 6.09 Books and Records. Keep proper books of record and account in which full, true and correct entries in all material respects in conformity with GAAP are made of all material dealings and transactions in relation to its business and activities.

Section 6.10 Inspection Rights. Permit any representatives designated by the Administrative Agent or, during the continuation of an Event of Default, any Lender (including employees of the Administrative Agent or any Lender (during the continuation of an Event of Default) or any consultants, accountants, lawyers and appraisers or any Agent's Advisor retained by the Administrative Agent (or retained by counsel to the Administrative Agent on its behalf)), upon reasonable prior notice during normal business hours, to visit and inspect its properties, to examine and make extracts from its books and records, including environmental assessment reports and Phase I studies, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided, however, that Financial Officers of the Lead Borrower shall be entitled to participate in any discussion or meeting with the accountants. After the occurrence and during the continuance of any Event of Default, each Loan Party shall provide the Administrative Agent and each Lender with contact information relating to its suppliers. The Lead Borrower acknowledges, on behalf of the Loan Parties, that the Administrative Agent, after exercising its rights of inspection, may prepare and distribute to the Lenders certain Reports pertaining to the Loan Parties' assets for internal use by the Administrative Agent and the Lenders. Notwithstanding anything herein to the contrary, the right of the Administrative Agent or any Lender to conduct inventory appraisals or field examinations shall be exclusively governed by Section 6.17 and shall not be limited by this Section 6.10. Nothing in this Section 6.10 shall be construed to cause Holdings, any Loan Party or any of its or their Subsidiaries to divulge any trade secrets, research data or proprietary information or any materials covered by an attorney-client privilege that has not been waived or any materials otherwise subject to confidentiality or disclosure restrictions that would prohibit or restrict such disclosure (so long as such confidentiality or disclosure restrictions were not entered into in contemplation of the requirements of this Section 6.10) or any materials in respect of which disclosure is prohibited by applicable Law; provided, that in the event Holdings, any Loan Party or any Restricted Subsidiary does not provide information in reliance on the foregoing proviso, the Lead Borrower shall provide notice to the Administrative Agent that such information is being withheld (but solely to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligation, or without waiving such privilege, as applicable) and the Lead Borrower shall use commercially reasonable efforts to describe the applicable information withheld pursuant to the foregoing proviso to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligation, or without waiving such privilege, as applicable.

Section 6.11 Future Guarantees and Security. Subject to applicable Law and to the terms of the Orders, cause each of its Domestic Subsidiaries formed or acquired after the date of this Agreement that is not an Excluded Subsidiary (which, for the purposes of this paragraph, shall include (x) any previously non-wholly-owned Domestic Subsidiary that becomes wholly-owned and is not an Excluded Subsidiary, (y) [reserved] and (z) any Subsidiary which

ceases to be an Excluded Subsidiary) in accordance with the terms of this Agreement to become a Loan Party and accordance with the terms of this Agreement to comply with the requirements set forth in the definition of "Collateral and Guarantee Requirement". The foregoing actions shall be taken by the earlier of (i) the date that any such Subsidiary guarantees any DIP Term Loan Obligations and (ii)(A) the date that is sixty (60) days after the formation or acquisition of such Subsidiary (or such later date as the Collateral Agent may agree).

Section 6.12 [Reserved].

Section 6.13 Additional Collateral. Subject to the terms of the Orders, if any material assets are acquired by the Lead Borrower or any Restricted Subsidiary that is a Loan Party after the Closing Date (other than (x) assets constituting Collateral under any Collateral Document that become subject to the Lien in favor of the Collateral Agent upon acquisition thereof and (y) Excluded Property), notify the Collateral Agent and the Lenders thereof, and, if requested by the Collateral Agent or the Required Revolving Lenders, but in each case only to the extent required pursuant to the Collateral and Guarantee Requirement, the Loan Parties, as applicable, shall cause such assets to be subjected to a Lien securing the Loan Obligations and will take, and cause Restricted Subsidiaries that are Loan Parties to take, such actions as shall be necessary or reasonably requested by the Collateral Agent to grant and perfect such Liens, including actions described in Section 6.11 and Section 6.16, all at the expense of the applicable Loan Party, within one hundred twenty (120) days after such acquisition (or such later date as the Administrative Agent may agree in its reasonable discretion). Notwithstanding anything contained in this Agreement to the contrary, no mortgage shall be executed and delivered (and the Loan Parties shall have no obligation to execute and deliver a mortgage) to the Collateral Agent with respect to any Real Property.

Section 6.14 Use of Proceeds. Use Letters of Credit and the proceeds of the Loans (a) on the Closing Date (i) to consummate the Refinancing and (ii) to pay fees, costs and expenses incurred in connection with the Transactions and other administration costs incurred in connection with the Cases and (b) on and after the Closing Date, for operating expenses, working capital needs of the Lead Borrower and its Subsidiaries (including any purpose not prohibited by the terms of the Loan Documents or the Orders) and other general corporate purposes. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Board, including Regulations T, U and X. No part of the proceeds of any Loan will be used or applied, whether directly or indirectly, in violation of any Anti-Corruption Laws or Sanctions.

Section 6.15 USA PATRIOT Act; Sanctions, etc. Promptly provide following a request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and AML Legislation. Additionally (i) comply in all material respects with Anti-Corruption Laws, Sanctions and Anti-Terrorism Laws applicable to it and its property and (ii) maintain in effect policies and procedures reasonably designed to ensure compliance by the Lead Borrower and its Subsidiaries and their respective directors, officers, employees and agents with Sanctions, Anti-Corruption Laws and Anti-Terrorism Laws applicable to it and its property. Notwithstanding the foregoing, the requirements set forth in this Section 6.15, as they pertain to compliance by any Foreign Subsidiary with Sanctions are subject to and limited by any Requirements of Law applicable to such Foreign Subsidiary in its relevant local jurisdiction.

Section 6.16 Further Assurances. Without limiting the foregoing, subject to the ABL Intercreditor Agreement and the Orders, but in each case only to the extent required pursuant to the Collateral and Guarantee Requirement, cause each Loan Party to execute and deliver, or cause to be executed and delivered, to the Collateral Agent such documents, agreements and instruments, or take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings and other documents and such other actions or deliveries of the type required by Section 4.01), which may be required by Law or which the Collateral Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all at the expense of the applicable Loan Party. In addition, from and after the Closing Date, the Loan Parties shall use commercially reasonable efforts to cooperate with the Administrative Agent in connection with collateral diligence, field examinations and inventory appraisals with respect to assets to become "Collateral" hereunder that are of a type that is included in the Aggregate Borrowing Base (the "Foreign Availability Assets"); provided that from and after the Closing Date to the date the Foreign Availability Assets become Collateral (unless the Administrative Agent otherwise consents pursuant to the last sentence of this Section 6.16), neither the Lead Borrower nor any of its

Restricted Subsidiaries shall enter into any agreement to Incur or suffer to exist any Lien upon such Foreign Availability Assets in favor of any holder of Indebtedness for borrowed money, in each case other than (x) pursuant to the Loan Documents or (y) to the extent securing DIP Term Loan Obligations; provided that in the case of this clause (y), any such Liens granted by the Lead Borrower or the Guarantors on any such Foreign Availability Assets of the type that would otherwise constitute ABL Priority Collateral shall be junior to the Liens securing the Loan Obligations pursuant to the ABL Intercreditor Agreement.

Section 6.17 Inventory Appraisals and Field Examinations. At any time that the Administrative Agent requests, the Borrowers and the Restricted Subsidiaries will allow the Administrative Agent, at the sole expense of the Loan Parties, to conduct, or engage a third party to conduct, field examinations and inventory appraisals (or updates thereof) during normal business hours to ensure the adequacy of Collateral included in a Borrowing Base and related reporting and control systems; provided that the Administrative Agent shall conduct only two such inventory appraisals and two such field examinations in any calendar year, except that (i) if an Event of Default shall have occurred and be continuing, the Administrative Agent may conduct such field examinations and appraisals as the Administrative Agent may deem reasonably necessary and (ii) if any Loan Party shall have consummated any acquisition of assets to be included in the Aggregate Borrowing Base, any relevant inventory appraisal and field examination shall, in each case, be at the sole expense of the Loan Parties. For purposes of the foregoing, it is understood that a single field examination or a single appraisal may consist of appraisals or examinations of the assets of each Loan Party and may be conducted at multiple sites. Nothing in this Section 6.17 shall be construed to cause Holdings, any Loan Party or any of its or their Subsidiaries to divulge any trade secrets, research data or proprietary information or any materials covered by an attorney-client privilege that has not been waived or any materials otherwise subject to confidentiality or disclosure restrictions that would prohibit or restrict such disclosure (so long as such confidentiality or disclosure restrictions were not entered into in contemplation of the requirements of this Section 6.17) or any materials in respect of which disclosure is prohibited by applicable Law; provided, if such information or materials are withheld with respect to any Account, Inventory or other component of the Aggregate Borrowing Base or any Borrowing Base, such Account, Inventory or other component shall be deemed ineligible for inclusion within the Aggregate Borrowing Base; provided, further, that in the event Holdings, any Loan Party or any Restricted Subsidiary does not provide information in reliance on the foregoing proviso, the Lead Borrower shall provide notice to the Administrative Agent that such information is being withheld (but solely to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligation, or without waiving such privilege, as applicable) and the Lead Borrower shall use commercially reasonable efforts to describe the applicable information withheld pursuant to the foregoing proviso to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligation, or without waiving such privilege, as applicable.

Section 6.18 Post-Closing Requirements. As promptly as practicable, and in any event within the time periods after the Closing Date specified in Schedule 6.18 or such later date as the Administrative Agent agrees to in writing, including to reasonably accommodate circumstances unforeseen on the Closing Date, deliver the documents or take the actions specified on Schedule 6.18.

Section 6.19 Maintenance of Cash Management System. In each case, subject to the terms of the Orders, the Cash Management Order and the Carve-Out:

(a) On or prior to the Closing Date, the Lead Borrower shall take, and shall cause each other Loan Party to take, all actions reasonably necessary to establish that the Administrative Agent's control of and Lien on each such DDA (including all Dominion Accounts) (other than an Excluded Account) is perfected. Each Loan Party shall be the sole account holder of each DDA (other than an Excluded Account) and shall not allow any other Person (other than the Administrative Agent) to have control (as defined in the UCC) over or a Lien on a DDA (other than an Excluded Account) or any property deposited therein. The Lead Borrower shall not, and shall not cause or permit any Loan Party to, accumulate or maintain cash in the Excluded Accounts as of any date of determination in excess of checks outstanding against such Accounts as of such date and amounts determined by the Lead Borrower in good faith to be necessary to meet minimum balance, near-term funding requirements and near-term operating requirements. The Lead Borrower agrees that it will cause all cash, checks, drafts or other similar items of payment relating to or constituting payments made in respect of any and all Collateral (other than identifiable proceeds of assets of Holdings or any Subsidiary constituting Term Priority Collateral) to be deposited into a DDA over which control has been established. Until so deposited, all such payments shall be held by each Loan Party for the benefit of the Administrative Agent and shall not be commingled with any other funds or property of any Loan Party.

(b) On or prior to the Closing Date, the Lead Borrower shall have delivered to the Administrative Agent Deposit Account Control Agreements for all of the DDAs including all Dominion Accounts of the Loan Parties (other than Excluded Accounts), in each case duly executed by each applicable Loan Party and the applicable depositary bank and opinion of counsel (which may contain customary qualifications and exclusions) with respect thereto in form and substance reasonably satisfactory to the Administrative Agent. With respect to each Loan Party that opens a DDA or Dominion Account (other than Excluded Accounts) following the Closing Date, within sixty (60) days of the date on which such DDA or Dominion Account is opened (or, unless a an Event of Default has occurred and is continuing, such later date as may be agreed to by the Administrative Agent (such agreement not to be unreasonably withheld or delayed)) and prior to depositing funds therein, the Lead Borrower shall cause such Loan Party to deliver to the Administrative Agent a Deposit Account Control Agreement for each such DDA or Dominion Account, in each case duly executed by each applicable Loan Party and the applicable depositary bank. With respect to each Person that becomes a Loan Party following the Closing Date, within sixty (60) days after such Person becomes a Loan Party (or, unless an Event of Default has occurred and is continuing, such later date as may be agreed to by the Administrative Agent (such agreement not to be unreasonably withheld or delayed)), the Lead Borrower shall cause such Loan Party to deliver to the Administrative Agent a Deposit Account Control Agreement for each such DDA or Dominion Account, in each case duly executed by each applicable Loan Party and the applicable depositary bank.

(c) the Lead Borrower shall cause, and shall cause the other Loan Parties to cause, any and all funds and financial assets held in or credited to each DDA to be swept into the applicable Dominion Account on a daily basis (or less frequently as agreed by the Administrative Agent). Without limiting the foregoing, the Administrative Agent may cause any and all funds and financial assets held in or credited to each DDA to be swept into a Dominion Account on a daily or other basis.

(d) With respect to each Credit Card Issuer and each Credit Card Processor, the Lead Borrower shall use commercially reasonable efforts to deliver to the Administrative Agent Credit Card Notifications executed on behalf of the applicable Loan Party and delivered to each Credit Card Issuer and Credit Card Processor. To the extent that any Loan Party enters into any Credit Card Agreement with any Credit Card Issuer or Credit Card Processor (other than the Credit Card Issuers set forth on Schedule 1.01(b) or the Credit Card Processors set forth on Schedule 1.01(c) to the extent a Credit Card Notification shall have been delivered to such Credit Card Issuer or Credit Card Processor pursuant hereto), any Credit Card Receivable arising under such Credit Card Agreement shall not constitute an Eligible Credit Card Receivable unless the Administrative Agent agrees to such determination in its Permitted Discretion.

Section 6.20 Change in Fiscal Year. Maintain its current fiscal year-end (provided that any Restricted Subsidiary of the Lead Borrower may, upon written notice to the Administrative Agent, change its fiscal year to the same fiscal year end as the Lead Borrower) or, upon written notice to the Administrative Agent, maintain a fiscal year that ends on a day reasonably acceptable to Administrative Agent or, in the case of a Foreign Subsidiary, required by Law, in which case, the Lead Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

Section 6.21 Financial and Restructuring Advisors. To the extent the Administrative Agent (or its counsel on its behalf) has retained the Agent's Advisor, the Loan Parties shall use commercially reasonable efforts to cooperate with the Agent's Advisor, including using commercially reasonable efforts to cooperate in connection with the preparation of any Approved Budget, budget, appraisal and other reporting or other information required to be delivered by the Loan Parties pursuant to this Agreement or the Orders. In furtherance of the foregoing, the Lead Borrower and the other Loan Parties, as applicable, shall use commercially reasonable efforts to:

(a) continuously retain during the term of this Agreement an investment banker advisor and a financial advisor in each case which is reasonably satisfactory to the Administrative Agent (it being agreed that Guggenheim Partners, LLC and AlixPartners LLP are reasonably satisfactory to the Administrative Agent); provided that, if an investment banker or a financial advisor ceases to be retained, the Lead Borrower and the other Loan Parties will retain a new restructuring advisor or financial advisor, as the case may be, reasonably satisfactory to the Administrative Agent within fifteen (15) days (which period may be extended with the approval of the Administrative Agent in its sole discretion) of such cessation;

(b) make the Lead Borrower's Financial Officers and other senior management available for meetings (including telephonically) with the Administrative Agent, the Administrative Agent's counsel and the

Agent's Advisor (if any), not less frequently than weekly (unless otherwise agreed by the Administrative Agent in its sole discretion) to discuss the business, affairs and outlook of the Loan Parties and the Cases; and

(c) cause its financial advisors, restructuring advisors or consultants retained by or on behalf of any of the Loan Parties to meet (including telephonically) with the Administrative Agent, the Administrative Agent's counsel or the Agent's Advisor (if any) not less frequently than weekly (unless otherwise agreed by the Administrative Agent in its sole discretion) and provide the Administrative Agent, the Administrative Agent's counsel and the Agent's Advisor (if any) access to reasonably requested data and information on a prompt basis.

Section 6.22 Milestones. By the times specified on Schedule 6.22 hereto, comply with each of the milestones set forth on Schedule 6.22 hereto (each a "Milestone" and, collectively, the "Milestones").

Section 6.23 Certain Bankruptcy Matters. Comply in a timely manner with their obligations and responsibilities as debtors in possession under the Bankruptcy Code and the CCAA and any other order of the Bankruptcy Court or the Canadian Court.

ARTICLE VII.

NEGATIVE COVENANTS

Until the Termination Date, unless the Required Revolving Lenders shall otherwise consent in writing:

Section 7.01 Liens. Except as expressly directed otherwise by the Orders, the Lead Borrower will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, Incur or suffer to exist any Lien upon any of its property or assets (including Capital Stock of Restricted Subsidiaries), whether owned on the Closing Date or acquired after that date, other than the following (the Liens identified in clause (a) through clause (vv) below, collectively, "Permitted Liens"):

(a) Liens securing Indebtedness under any DIP Term Loan Facility (and any Refinancing Indebtedness in respect thereof) permitted to be incurred pursuant to Section 7.03(a)(2), Hedging Obligations owing to agents or lenders (or their Affiliates) under such DIP Term Loan Facility (and any Refinancing Indebtedness in respect thereof) and related banking services and cash management obligations owing to agents or lenders (or their Affiliates) under such DIP Term Loan Facility (and any Refinancing Indebtedness in respect thereof) and Liens on assets of Restricted Subsidiaries securing guarantees of Indebtedness and other obligations of the Lead Borrower under such DIP Term Loan Facility (and any Refinancing Indebtedness in respect thereof) permitted to be incurred pursuant to Section 7.03(a)(2); provided that in the case of any such Liens granted by the Lead Borrower or the Guarantors on any ABL Priority Collateral, such Liens shall be junior to the Liens securing the Secured Obligations pursuant to the ABL Intercreditor Agreement and the Orders;

(b) (i) pledges or deposits by such Person under workers' compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness), liability to insurance carriers, letters of intent or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety, release or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import or customs duties or for the payment of rent, in each case Incurred in the ordinary course of business or (ii) to provide "adequate assurance of payment" as that term is used in Section 366 of the Bankruptcy Code, in each case, to the extent permitted by an order of the Bankruptcy Court;

(c) Liens imposed by law, such as carriers', warehousemen's, builder's, materialmen's, workers', repairmen's and mechanics' Liens, in each case for sums not yet overdue for a period of more than 60 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP and Incurred in the ordinary course of business;

(d) Liens for Taxes, assessments or other governmental charges (i) not yet overdue for a period of more than 30 days or not yet payable or subject to penalties for nonpayment or (ii) that are being contested in good

faith by appropriate proceedings diligently conducted for which appropriate reserves required pursuant to GAAP have been made in respect thereof;

(e) Liens in favor of issuers of surety or performance bonds or letters of credit, bank guarantees, or bankers' acceptances or similar documents or instruments issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(f) survey exceptions, encumbrances, easements or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, defects or irregularities in title and similar encumbrances) as to the use of Real Property or liens incidental to the conduct of the business of such Person or to the ownership of its Real Property which do not individually or in the aggregate materially impair their use in the operation of the business of such Person as currently conducted or the ability to utilize any Real Property for its intended purpose;

(g) Liens securing Hedging Obligations so long as the related Indebtedness is permitted to be incurred under this Agreement, secured by a Lien on the same property securing such Indebtedness;

(h) leases, non-exclusive licenses, subleases and sublicenses of assets (including, without limitation, Real Property and Intellectual Property rights) that do not materially interfere with the ordinary conduct of the business of the Lead Borrower or any Restricted Subsidiary;

(i) judgment Liens not giving rise to an Event of Default;

(j) Liens securing Indebtedness permitted to be incurred pursuant to Section 7.03(a)(8) for the purpose of securing the payment of all or a part of the purchase price of, or Capitalized Lease Obligations, purchase money obligations or other payments Incurred to finance the acquisition, lease, improvement or construction of, assets or property acquired or constructed (real or personal, and whether through the direct purchase of property or the Equity Interests of any Person owning such property); provided that:

(i) the Incurrence of the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under this Agreement and does not exceed the cost of the assets or property so acquired or constructed; and

(ii) such Liens are created within 180 days of construction or acquisition of such assets or property and do not encumber any other assets or property of the Lead Borrower or any Restricted Subsidiary other than such assets or property and assets affixed or appurtenant thereto; provided that individual financings otherwise permitted to be secured hereunder provided by one Person (or its affiliates) may be cross collateralized to other financings provided by such Person (or its affiliates) on customary terms;

(k) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depositary institution;

(l) Liens arising from precautionary Uniform Commercial Code or PPSA financing statement filings (or similar filings in Canada and other jurisdictions) regarding operating leases entered into by the Lead Borrower or any Restricted Subsidiary in the ordinary course of business;

(m) (i) Liens existing on the Petition Date and listed on Schedule 7.01 and, without duplication, (ii) Liens securing any Refinancing Indebtedness in respect thereof; provided, however, that, in each case, any such Lien may not extend to any other property owned by the Lead Borrower or any Restricted Subsidiary;

(n) Liens on property or shares of stock of a Person at the time such Person is merged into or consolidated or amalgamated with the Lead Borrower or becomes a Restricted Subsidiary and not incurred in contemplation of such acquisition; provided, however, that any such Lien may not extend to any other property owned by the Lead Borrower or any Restricted Subsidiary (other than proceeds or products thereof and after acquired property

of, and Equity Interests in, such acquired Restricted Subsidiary subjected to a Lien pursuant to the terms existing at the time of the acquisition);

(o) assumed Liens on property at the time the Lead Borrower or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger, amalgamation or consolidation with or into the Lead Borrower or any Restricted Subsidiary and not incurred in contemplation of such acquisition; provided, however, that such Liens may not extend to any other property owned by the Lead Borrower or any Restricted Subsidiary (other than proceeds or products thereof and after acquired property of, and Equity Interests in, such acquired Restricted Subsidiary subjected to a Lien pursuant to the terms existing at the time of the acquisition);

(p) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by Holdings, the Lead Borrower or its Restricted Subsidiaries in the ordinary course of business;

(q) [reserved];

(r) Liens securing Refinancing Indebtedness Incurred to refinance, refund, replace, amend, extend or modify, as a whole or in part, Indebtedness that was previously so secured; provided that (1) any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced and (2) any Liens securing any Refinancing Indebtedness that is secured by any or all of the Collateral shall be subject to the ABL Intercreditor Agreement and the Orders and shall have no more senior priority than the Lien securing the Indebtedness that such Refinancing Indebtedness refinanced, refunded, replaced, amended, extended or modified;

(s) any interest or title of a lessor or sublessor under any Capitalized Lease Obligation, operating lease or sublease;

(t) Liens granted by a Restricted Subsidiary that is not a Loan Party in favor of Holdings, the Lead Borrower or another Loan Party in respect of Indebtedness to or other obligations owed by such Restricted Subsidiary to such Loan Party; provided that such Indebtedness or obligations are permitted under Section 7.03;

(u) Liens securing the Secured Obligations;

(v) the reservation in any original grants from any Governmental Authority of any land or interest therein and statutory exceptions to title;

(w) securities to public utilities or to any Governmental Authority when required by the utility or other authority in connection with the supply of services or utilities;

(x) servicing agreements, developing agreements, site plan agreements and other agreements with Governmental Authorities pertaining to the use or development of any of the assets of the Person; provided the same are complied with in all material respects and do not materially interfere with the use of such assets in the operation of the business of such Person;

(y) Liens arising from the right of distress enjoyed by landlords or Liens otherwise granted to landlords (including, without limitation, Liens over rent deposits), in either case, to secure the payment of arrears of rent in respect of leased properties;

(z) [reserved];

(aa) any Lien consisting of rights reserved to or vested in any Governmental Authority by any statutory provision;

(bb) (i) contractual Liens of suppliers (including sellers of goods) to the extent limited to property or assets relating to such contract, and (ii) contractual or statutory Liens of governmental or other customers to the extent limited to the property or assets relating to such contract;

(cc) any (i) customary restriction on the transfer of licensed Intellectual Property rights and (ii) customary provision in any agreement that restricts the assignment of such agreement or any Intellectual Property rights licensed thereunder;

(dd) Liens deemed to exist in connection with Investments permitted hereunder in repurchase agreements for Cash Equivalents;

(ee) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto to the extent permitted hereunder;

(ff) Liens arising under Precious Metals Leases; provided that such Liens only attach to the property being leased thereunder;

(gg) Liens on the proceeds of Escrow Debt and any cash deposits to pay interest in respect thereof, securing the applicable Escrow Debt;

(hh) Liens (i) on Equity Interests in Joint Ventures; provided such Liens secure Indebtedness or other obligations of such Joint Venture, (ii) consisting of customary rights of first refusal and tag, drag and similar rights in Joint Venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries and (iii) consisting of any encumbrance or restriction (including put and call arrangements) in favor of a Joint Venture party with respect to Equity Interests of, or assets owned by, any Joint Venture or similar arrangement pursuant to any joint venture or similar agreement;

(ii) Liens on assets and capital stock of Restricted Subsidiaries that are not Loan Parties (including capital stock owned by such Persons) securing Indebtedness or other obligations of Restricted Subsidiaries that are not Loan Parties permitted pursuant to Section 7.03;

(jj) [reserved];

(kk) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness to the extent such defeasance, discharge or redemption is not prohibited by the Loan Documents;

(ll) Liens that are customary contractual rights of setoff (i) relating to pooled deposit or sweep accounts of the Lead Borrower or any of the Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business or (ii) relating to purchase orders and other agreements entered into with customers of the Lead Borrower or any of the Restricted Subsidiaries in the ordinary course of business;

(mm) Liens in favor of a commodity, brokerage or security intermediary who holds a commodity, brokerage or, as applicable, a security account on behalf of the Lead Borrower or a Restricted Subsidiary; provided such Lien encumbers only the related account and the property held therein;

(nn) subject to Section 6.16, Liens on assets of Foreign Subsidiaries securing Indebtedness and other obligations of Foreign Subsidiaries permitted pursuant to Section 7.03; provided that any such Lien may not extend to any property of a Loan Party or any Restricted Subsidiary that is a Domestic Subsidiary;

(oo) Liens on cash collateral, backstop letters of credit and other credit support for letters of credit permitted hereunder;

(pp) with respect to leased Real Property, Liens to which the fee or other superior interest in such Real Property is subject;

(qq) Liens disclosed by the Mortgage Policies (as defined under the DIP Term Loan Facility) and any replacement, extension or renewal of any such Lien; provided that such replacement, extension or renewal Lien shall not cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal; provided, further, that the Indebtedness and other obligations secured by such replacement, extension or renewal Lien are permitted by this Agreement;

(rr) Liens securing Indebtedness permitted to be incurred pursuant to Section 7.03(a)(27), so long as such Liens are subordinated in right of priority and payment to the Loan Obligations on terms and subject to documentation satisfactory to the Required Revolving Lenders; and

(ss) (i) Liens pursuant to any Prepetition Document, (ii) Liens pursuant to any Loan Document, (iii) the Carve-Out and (iv) Liens granted as adequate protection pursuant to the Orders.

For purposes of determining compliance with this Section 7.01, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of Permitted Liens (or any portion thereof) described in Sections 7.01(a) through (vv) but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of Permitted Liens (or any portion thereof) described in Sections 7.01(a) through (vv), the Lead Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 7.01 and at the time of incurrence, classification or reclassification will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the above clauses (or any portion thereof) and such Lien securing such item of Indebtedness (or any portion thereof) will be treated as being incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or any portion thereof) when calculating the amount of Liens or Indebtedness that may be incurred, classified or reclassified pursuant to any other clause (or any portion thereof) at such time.

Accrual of interest, amortization of original issue discount, accrual of dividends, the accretion of accreted value, the payment of interest in the form of additional Indebtedness and the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock and/or any increase in the amount of Indebtedness outstanding solely as a result of any fluctuation in the exchange rate of any applicable currency will be deemed not to be the granting of a Lien for purposes of Section 7.01.

Section 7.02 [Reserved].

Section 7.03 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The Lead Borrower will not, and will not permit any of its Restricted Subsidiaries to, Incur any Indebtedness other than:

(1) Indebtedness of the Lead Borrower and the Loan Parties under the Loan Documents;

(2) Indebtedness of the Lead Borrower or any Loan Party Incurred pursuant to (x) the DIP Term Loan Facility in an aggregate outstanding principal amount not to exceed $175,000,000, and any Refinancing Indebtedness in respect thereof and (y) the Pre-Petition Term Loan Agreement, in an aggregate outstanding principal amount not to exceed $390,937,500;

(3) guarantees by (A) the Borrowers or the Subsidiary Guarantors of Indebtedness Incurred by the Lead Borrower or a Restricted Subsidiary that is expressly permitted by the provisions of this Agreement;

(4) Indebtedness of the Lead Borrower owing to and held by any other Subsidiary or Indebtedness of a Subsidiary owing to and held by the Lead Borrower or any other Subsidiary; provided, however, that (i) such Indebtedness is expressly subordinated in right of payment to the Loan Obligations and (ii) any such Indebtedness owing by non-Guarantor Subsidiaries to Loan Parties shall not exceed $2,500,000 at any time outstanding;

(5) [reserved];

(6) [reserved];

(7) Indebtedness under Hedging Obligations that are Incurred for non-speculative purposes;

(8) the Incurrence by the Lead Borrower or any of its Restricted Subsidiaries of Indebtedness represented by Capitalized Lease Obligations, mortgage financings or purchase money obligations or other Indebtedness financing the acquisition, lease, construction or improvement of any fixed or capital assets, and extensions, renewals, repair, improvement and replacements of any such assets (real or personal, and whether through the direct purchase of property or the Equity Interests of any person owning such property) Incurred pursuant to this clause (8) (including any Refinancing Indebtedness in respect thereof), in an aggregate principal amount at any time outstanding not to exceed $250,000;

(9) Indebtedness Incurred in respect of workers' compensation claims, self-insurance obligations, obligations in respect of bids, tenders, trade contracts, governmental contracts and leases, statutory obligations, customs, surety, stay, appeal and performance bonds, and performance and completion guarantees and similar obligations incurred by the Lead Borrower or any Restricted Subsidiary, in each case in the ordinary course of business;

(10) Indebtedness arising from agreements of the Lead Borrower or a Restricted Subsidiary providing for customary guarantees, indemnification, adjustment of purchase price, escrows, holdbacks, transition services agreements or similar obligations (including earnouts, in each case, Incurred or assumed in connection with the disposition of any business, assets or Capital Stock of a Restricted Subsidiary);

(11) [reserved];

(12) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five (5) Business Days of Incurrence;

(13) [reserved];

(14) to the extent constituting Indebtedness, contingent obligations arising under indemnity agreements to title insurance companies to cause such title insurers to issue Mortgage Policies (as defined under the DIP Term Loan Facility) in the ordinary course of business with respect to any Mortgaged Property (as defined under the DIP Term Loan Facility) of the Lead Borrower or any Restricted Subsidiary;

(15) Indebtedness in respect of repurchase agreements constituting Cash Equivalents;

(16) Indebtedness incurred prior to the Petition Date consisting of promissory notes issued by the Lead Borrower or any Restricted Subsidiary to future, present or former directors, officers, members of management, employees or consultants of the Lead Borrower or any of its Subsidiaries or their respective estates, executors, administrators, heirs, family members, legatees, distributees, spouses or former spouses, domestic partners or former domestic partners to finance the purchase or redemption of Equity Interests of Holdings or any Parent Entity permitted by Section 7.06(a)(2);

(17) to the extent included in the Cash Management Order, cash management obligations and Indebtedness incurred by the Lead Borrower or any Restricted Subsidiary in respect of netting services, overdraft protections, commercial credit cards, stored value cards, purchasing cards and treasury management services, automated clearing-house arrangements, employee credit card programs, controlled disbursement, ACH transactions, return items, interstate deposit network services, dealer incentive, supplier finance or similar programs, Society for Worldwide Interbank Financial Telecommunication transfers, cash pooling and operational foreign exchange management and similar arrangements, in each case entered into in the ordinary course of business in connection with cash management, including among the Lead Borrower and its Restricted Subsidiaries, and deposit accounts;

(18) (i) Indebtedness consisting of the financing of insurance premiums and (ii) take-or-pay obligations constituting Indebtedness of the Lead Borrower or any Restricted Subsidiary, in each case, entered into in the ordinary course of business;

(19) unsecured Indebtedness in respect of obligations of the Lead Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money;

(20) [reserved];

(21) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(22) Indebtedness in existence on the Petition Date and listed on Schedule 7.03, and any Refinancing Indebtedness in respect of any of the foregoing; provided, however, that the amount of any such Refinancing Indebtedness thereof may be increased (x) as required by the terms of such Indebtedness as in existence on the Closing Date or (y) as otherwise permitted under this Agreement;

(23) [reserved];

(24) [reserved];

(25) [reserved];

(26) [reserved]; and

(27) in addition to the items referred to in clauses (1) through (26) in this Section 7.03(a), Indebtedness of the Lead Borrower or any of the Restricted Subsidiaries in an aggregate outstanding principal amount, together with all other Indebtedness Incurred pursuant to this clause (27) (including any Refinancing Indebtedness in respect thereof), not to exceed $1,000,000.

(b) For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this Section 7.03:

(1) Indebtedness need not be permitted solely by reference to one category of permitted Indebtedness (or any portion thereof) described in Sections 7.03(a)(1) through (27) but may be permitted in part under any combination thereof;

(2) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Indebtedness (or any portion thereof) described in Sections 7.03(a)(1) through (27), the Lead Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 7.03 and at the time of incurrence, classification or reclassification will be entitled to only include the amount and type of such item of Indebtedness (or any portion thereof) in one of the above clauses (or any portion thereof) and such item of Indebtedness (or any portion thereof) shall be treated as having been incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or portion thereof) when calculating the amount of Indebtedness that may be incurred, classified or reclassified pursuant to any other clause (or portion thereof) at such time; provided that (x) all Indebtedness outstanding on the Closing Date under this Agreement shall at all times be deemed to have been incurred pursuant to Section 7.03(a)(1) and (y) all Indebtedness outstanding on the Closing Date under the DIP Term Loan Agreement shall at all times be deemed to have been incurred pursuant to Section 7.03(a)(2);

(3) [reserved];

(4) [reserved];

(5) guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(6) if obligations in respect of letters of credit are Incurred pursuant to the DIP Term Loan Facility and are being treated as Incurred pursuant to Section 7.03(a)(2) and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included;

(7) the principal amount of any Disqualified Stock of the Lead Borrower or a Restricted Subsidiary will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(8) the principal amount of any Indebtedness outstanding in connection with a securitization transaction is the amount of obligations outstanding under the legal documents entered into as part of such securitization that would be characterized as principal on any date of determination if such securitization transaction were structured as a secured lending transaction; and

(9) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP.

Accrual of interest, amortization of original issue discount, accrual of dividends, the accretion of accreted value, the payment of interest in the form of additional Indebtedness and the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock and/or any increase in the amount of Indebtedness outstanding solely as a result of any fluctuation in the exchange rate of any applicable currency will be deemed not to be an Incurrence of Indebtedness for purposes of this Section 7.03. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount or the aggregate principal amount outstanding in the case of Indebtedness issued with interest payable-in-kind and (ii) the principal amount or liquidation preference thereof, in the case of any other Indebtedness.

For purposes of determining compliance with any Dollar-denominated restriction on the Incurrence of Indebtedness, the USD Equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; provided that if any such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable Dollar denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this Section 7.03, the maximum amount of Indebtedness that the Lead Borrower may Incur pursuant to this Section 7.03 shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral.

Section 7.04 Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Lead Borrower will not consolidate with or merge or amalgamate with or into, or convey, transfer or lease all or substantially all its assets to, any Person, except as permitted below.

(b) any Restricted Subsidiary may consolidate or amalgamate with, merge into or transfer all or part of its properties and assets to the Lead Borrower; provided that, in the case of a Restricted Subsidiary that merges into the Lead Borrower, the Lead Borrower will not be required to comply with clause (5) of Section 7.04(a); provided, further, that, this Section 7.04(b) shall not permit the liquidation or dissolution of any Debtor or any merger or consolidation involving a Debtor, unless a Debtor is the surviving entity.

(c) Holdings will not consolidate with or merge or amalgamate with or into, or convey, transfer or lease all or substantially all its assets to, any Person.

(d) For purposes of this Section 7.04, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Lead Borrower, which properties and assets, if held by Holdings or the Lead Borrower instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of Holdings or the Lead Borrower on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of Holdings and the Lead Borrower.

(e) [Reserved].

(f) In addition, the Lead Borrower will not permit any Subsidiary Guarantor to consolidate with or merge or amalgamate with or into any Person (other than another Subsidiary Guarantor) and will not permit the conveyance, transfer or lease of all or substantially all of the assets of any Subsidiary Guarantor (other than to another Subsidiary Guarantor) unless: (A) if such entity remains a Subsidiary Guarantor, the resulting, surviving or transferee Person will be a corporation, partnership, trust or limited liability company organized and existing under the laws of the United States of America, any State of the United States or the District of Columbia or Canada (or any province or territory thereof); (B) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the resulting, surviving or transferee Person or any Restricted Subsidiary as a result of such transaction as having been Incurred by such Person or such Restricted Subsidiary at the time of such transaction), no Default or Event of Default would exist that shall not have been cured or waived; (C) the Subsidiary Guarantor is the resulting or surviving Person; and (D) the Lead Borrower will have delivered to the Administrative Agent an Officer's Certificate stating that such consolidation, merger, amalgamation or transfer and such supplement to the Guaranty (if any) comply with this Agreement and the other Loan Documents.

(g) Notwithstanding the foregoing, (A) a Subsidiary Guarantor may merge or amalgamate with an Affiliate incorporated solely for the purpose of reincorporating such Subsidiary Guarantor in another jurisdiction in Canada or the United States, so long as the amount of Indebtedness of such Subsidiary Guarantor is not increased thereby, and (B) any Subsidiary Guarantor may merge or amalgamate into, or transfer or lease all or part of its properties and assets to, the Lead Borrower or another Subsidiary Guarantor; provided that, if any such merger, amalgamation, transfer or lease results in a reduction in excess of 10% of the Aggregate Borrowing Base at such time (after giving effect thereto on a pro forma basis), the Borrowers shall deliver an updated Borrowing Base Certificate to the Administrative Agent giving effect to such merger, amalgamation, transfer or lease on a pro forma basis.

(h) Notwithstanding anything to the contrary in this Section 7.04, (i) any Restricted Subsidiary may sell or otherwise dispose of assets in transactions that do not constitute Asset Dispositions or are permitted pursuant to Section 7.05 and (ii) Holdings, the Lead Borrower and the Restricted Subsidiaries may consummate the Transactions.

Section 7.05 Limitation on Sales of Assets and Subsidiary Stock.

(a) The Lead Borrower will not, and will not permit any of its Restricted Subsidiaries to, make any Asset Disposition except:

(1) a disposition of assets by a Loan Party to another Loan Party;

(2) dispositions of cash and the sale of Cash Equivalents in the ordinary course of business;

(3) a disposition of inventory or products or a sale of services in the ordinary course of business;

(4) a disposition of obsolete, surplus, uneconomical, negligible or worn out assets or Intellectual Property or assets that are no longer used or useful in the conduct of the business of the Lead Borrower and the Restricted Subsidiaries or are no longer economically practicable to maintain, in each case as determined by the Lead Borrower in good faith;

(5) transactions permitted under Section 7.04;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Lead Borrower or by a Restricted Subsidiary to a Restricted Subsidiary;

(7) for purposes of this Section 7.05 only, the making of a Permitted Investment or a disposition subject to Section 7.06;

(8) [reserved];

(9) [reserved];

(10) the creation of a Permitted Lien and dispositions in connection with Permitted Liens;

(11) dispositions of Investments or receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business, in each case, to the extent approved by the Bankruptcy Court;

(12) the issuance by a Restricted Subsidiary of Preferred Stock that is permitted by Section 7.03;

(13) the licensing or sublicensing of (or other grant of rights to use or exploit) Intellectual Property or other general intangibles and licenses, leases, subleases or assignments of other property (including, without limitation, Real Property) in the ordinary course of business and not materially interfering with the ordinary conduct of the business of the Lead Borrower and its Restricted Subsidiaries, taken as a whole;

(14) dispositions in the ordinary course of business consisting of (A) the termination of leasehold or other non-fee interests in Real Property which, in the reasonable good faith determination of the Lead Borrower, are not material to the conduct of the business of the Lead Borrower and its Subsidiaries and (B) leases, subleases, licenses or sublicenses of property or other grants in Real Property permitted pursuant to Section 7.01(f) in the ordinary course of business and which do not materially interfere with the business of the Lead Borrower and the Restricted Subsidiaries;

(15) [reserved];

(16) foreclosure, condemnation or similar action on, or casualty with respect to, assets;

(17) [reserved];

(18) dispositions made to comply with an order of any Governmental Authority or other regulatory body or any applicable Requirements of Law;

(19) to the extent approved by the Bankruptcy Court, dispositions of Investments in Joint Ventures to the extent required by, or made pursuant to, buy/sell arrangements between the Joint Venture parties set forth in the joint venture agreement or similar binding arrangements entered into with respect to such Investment in such Joint Venture;

(20) dispositions of Equity Interests deemed to occur upon the exercise of stock options, warrants or other convertible securities if such Equity Interests represent (i) a portion of the exercise price thereof or (ii) withholding incurred in connection with such exercise;

(21) Asset Swaps; provided that (i) no Event of Default exists or would result therefrom and (ii) in the case of any disposition of Collateral in excess of 10% of the Aggregate Borrowing Base at such time (after giving effect thereto on a pro forma basis), the Borrowers shall deliver an updated Borrowing Base Certificate to the Administrative Agent giving effect to such disposition on a pro forma basis; and

(22) terminations of Interest Rate Agreements, Currency Agreements and Commodity Agreements.

For purposes of determining compliance with this covenant, (A) an Asset Disposition need not be permitted solely by reference to one category of permitted Asset Dispositions (or any portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that an Asset Disposition (or any portion thereof) meets the criteria of one or more of the categories of permitted Asset Dispositions (or any portion thereof) described in the above clauses, the Lead Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such permitted Asset Disposition (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Asset Disposition (or any portion thereof) in one of the categories of permitted Asset Dispositions (or any portion thereof) described in the above clauses.

Section 7.06 Limitation on Restricted Payments.

(a) The Lead Borrower will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to make any Restricted Payment, except:

(1) [reserved];

(2) [reserved];

(3) repurchases of Capital Stock of Holdings or any Parent Entity deemed to occur upon (x) the exercise of stock options, warrants or other convertible securities if such Capital Stock represents all or a portion of the exercise price thereof or (y) cash dividends or loans to Holdings in amounts sufficient to pay Taxes of directors, officers, employees or consultants relating to the withholding of a portion of the Capital Stock granted or awarded to a director, officer, employee or consultant in exchange for the payment of Taxes payable by such Person upon such grant or award;

(4) Restricted Payments or loans to Holdings in amounts equal to:

(A) the amounts required for Holdings or any Parent Entity to pay any consolidated, combined or similar federal, state or local income Taxes to the extent that such income Taxes are directly attributable to the income of the Lead Borrower and the Restricted Subsidiaries; provided that distributions under this clause (A) for any taxable year shall not exceed the amount of Taxes the Lead Borrower and its applicable Restricted Subsidiaries would have paid if such entities filed as a stand-alone taxpayer or a stand-alone tax group;

(B) the amounts required for Holdings or any Parent Entity to pay franchise or similar Taxes, and other fees and expenses, in each case required to maintain its legal existence; and

(C) amounts to pay corporate overhead and operating expenses (including legal, accounting and other professional fees and expenses payable to third parties) of Holdings or any Parent Entity Incurred in the ordinary course of business (including (x) fees and expenses related to any financing transactions (of debt or equity) that benefit, or are intended to benefit, the Lead Borrower and its Restricted Subsidiaries (whether or not consummated), (y) in connection with reporting obligations under or otherwise in connection with applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, this Agreement or any other agreement or instrument of Indebtedness of Holdings, the Lead Borrower or any Restricted Subsidiary and (z) any other public company costs, if applicable), and to pay salaries, bonuses, benefits, indemnification or other compensation of directors, officers, employees and consultants who perform services for Holdings or any Parent Entity (in each case related to the Lead Borrower and its Restricted Subsidiaries), the Lead Borrower or any Restricted Subsidiary, including with respect to any financing transaction to pay such expenses on an interim basis so long as such expenses are repaid out of the proceeds of such transaction upon completion of such transaction;

(5) [reserved];

(6) any Restricted Subsidiary of the Lead Borrower may declare and pay dividends or make other distributions to its equity holders (so long as, to the extent such Restricted Subsidiary is not a Wholly-Owned Subsidiary, such dividends or distributions are made on a pro rata basis (or more favorable basis from the perspective of the Lead Borrower or any Restricted Subsidiary that is an equity holder));

(7) [reserved];

(8) [reserved];

(9) [reserved];

(10) [reserved];

(11) [reserved];

(12) [reserved];

(13) [reserved];

(14) [reserved];

(15) [reserved]; and

(16) to the extent constituting Restricted Payments, the Lead Borrower and its Restricted Subsidiaries may enter into transactions expressly permitted by Sections 7.04, 7.05 (other than clause (7) thereof) and 7.13 (other than clause (t) thereof).

(b) The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Lead Borrower or Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount and any non-cash Restricted Payment shall be determined conclusively by the Board of Directors of the Lead Borrower acting in good faith, whose resolution with respect thereto shall be delivered to the Administrative Agent.

For purposes of determining compliance with this covenant, (A) a Restricted Payment need not be permitted solely by reference to one category of permitted Restricted Payments (or any portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that a Restricted Payment (or any portion thereof) meets the criteria of one or more of the categories of permitted Restricted Payments (or any portion thereof) described in the above clauses, the Lead Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such permitted Restricted Payment (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Restricted Payment (or any portion thereof) in one of the categories of permitted Restricted Payments (or any portion thereof) described in the above clauses.

Section 7.07 [Reserved].

Section 7.08 Transactions with Affiliates.

(a) The Lead Borrower will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Lead Borrower (an "Affiliate Transaction") unless the terms of such Affiliate Transaction are no less favorable to the Lead Borrower or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction in arm's-length dealings with a Person who is not such an Affiliate.

(b) The provisions of Section 7.08(a) shall not apply to the following:

(1) any Restricted Payment permitted to be made pursuant to Section 7.06 (other than clause (a)(16) thereof);

(2) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements and other compensation arrangements, options to purchase Capital Stock of the Lead Borrower, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits plans, pension plans or similar plans and/or indemnity provided on behalf of current or former directors, officers and employees approved by the Board of Directors (or compensation committee of the Board of Directors) of the Lead Borrower;

(3) loans or advances to employees, officers or directors of the Lead Borrower or any Restricted Subsidiary of the Lead Borrower prior to the Petition Date;

(4) any transaction between the Lead Borrower and a Restricted Subsidiary or between Restricted Subsidiaries and any guarantees issued by the Lead Borrower or a Restricted Subsidiary for the benefit of the Lead Borrower or a Restricted Subsidiary, as the case may be, not otherwise prohibited by the Loan Documents;

(5) payment of reasonable and customary fees and expenses paid to, and indemnity provided on behalf of, the Sponsor and current, former and future directors, officers, employees, members of management and consultants of Holdings, the Lead Borrower or any Restricted Subsidiary;

(6) the existence of, and the performance of obligations of the Lead Borrower or any of its Restricted Subsidiaries under the terms of any agreement to which the Lead Borrower or any of its Restricted Subsidiaries is a party as of or on the Petition Date and listed on Schedule 7.08, as these agreements may be amended, modified, supplemented, extended or renewed from time to time; provided, however, that any future amendment, modification, supplement, extension or renewal entered into after the Closing Date will be permitted to the extent that its terms are not more disadvantageous to the Lenders than the terms of the agreements in effect on the Closing Date;

(7) [reserved];

(8) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of the business of the Lead Borrower and its Restricted Subsidiaries and otherwise in compliance with the terms of this Agreement; provided that in the reasonable determination of the members of the Board of Directors or senior management of the Lead Borrower, such transactions are on terms that are no less favorable to the Lead Borrower or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Lead Borrower or such Restricted Subsidiary with an unrelated Person;

(9) any issuance or sale of Capital Stock (other than Disqualified Stock) to Affiliates of the Lead Borrower and the granting and performance of registration and other customary rights in connection therewith;

(10) transactions with Affiliates solely in their capacity as holders of the Indebtedness or Capital Stock of the Lead Borrower or any of its Subsidiaries, so long as non-Affiliates were offered a bona fide opportunity to participate in such Indebtedness or Capital Stock and such transaction is with all holders of such class (and there are such non-Affiliate holders) and such Affiliates are treated no more favorably than all other holders of such class generally;

(11) any contribution to the common equity capital of the Lead Borrower;

(12) any Tax sharing, allocation or similar agreement; provided that any payments by the Lead Borrower or any of its Restricted Subsidiaries are permitted by Section 7.06(a)(4)(A);

(13) employment and severance arrangements (including options to purchase Equity Interests of Holdings, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits plans) between Holdings, the Lead Borrower and any Restricted Subsidiary and their directors, officers, employees, members of management and consultants in the ordinary course of business;

(14) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged into the Lead Borrower or its Restricted Subsidiaries pursuant to the terms of this Agreement; provided that such agreement was not entered into in contemplation of such acquisition or merger or amalgamation, or any amendment thereto (so long as any such amendment is not disadvantageous to the Lenders in any material respect in the good faith judgment of the Lead Borrower when taken as a whole as compared to such agreement as in effect on the date of such acquisition or merger or amalgamation);

(15) the formation and maintenance of any consolidated group or subgroup for Tax, accounting or cash pooling or management purposes in the ordinary course of business;

(16) transactions undertaken in good faith (as certified by a Responsible Officer of the Lead Borrower) for the purpose of improving the consolidated tax efficiency of Holdings and its Subsidiaries and not circumventing any covenant set forth in this Agreement;

(17) the Transactions and the payment of fees and expenses in connection therewith;

(18) payments contemplated by Section 4.01(j);

(19) transactions permitted by, and complying with, the provisions of Sections 7.04, 7.05, 7.06, 7.13 and 7.18;

(20) [reserved];

(21) [reserved]; and

(22) transactions contemplated by the Sponsor LC and the Sponsor LC Reimbursement Note Documents.

Section 7.09 [Reserved].

Section 7.10 [Reserved].

Section 7.11 [Reserved].

Section 7.12 [Reserved].

Section 7.13 Limitations on Investments. The Lead Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, make Investments other than the following (the Investments permitted by this Section 7.13, collectively, "Permitted Investments"):

(a) Investments in Holdings, the Lead Borrower or any Restricted Subsidiary in existence on the Petition Date;

(b) Investments in Holdings, the Lead Borrower or any Subsidiary; provided that the aggregate amount at any one time outstanding of Investments by the Lead Borrower and the Subsidiary Guarantors in Subsidiaries that are not Guarantors pursuant to this clause (b) shall not exceed $2,500,000;

(c) cash and Cash Equivalents;

(d) receivables owing to the Lead Borrower or any Restricted Subsidiary created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; provided,

however, that such trade terms may include such concessionary trade terms as the Lead Borrower or any such Restricted Subsidiary deems reasonable under the circumstances;

(e) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(f) [reserved];

(g) Capital Stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Lead Borrower or any Restricted Subsidiary or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of a debtor;

(h) Investments made as a result of the receipt of non-cash consideration from an Asset Disposition that was made pursuant to and in compliance with Section 7.05 (other than Section 7.05(7));

(i) Investments in existence on the Petition Date and listed on Schedule 7.13, and any modification, replacement, renewal, or extension thereof; provided, however, that the amount of such Investment may be increased (x) as required by the terms of such Investment as in existence on the Closing Date or (y) as otherwise permitted under this Agreement;

(j) [reserved];

(k) Investments by the Lead Borrower or any Restricted Subsidiary in an aggregate amount at any one time outstanding not to exceed $1,000,000;

(l) Guarantees issued in accordance with Section 7.03;

(m) Investments consisting of (i) purchases and acquisitions of inventory, supplies, Intellectual Property, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property, in each case in the ordinary course of business and (ii) licensing of Intellectual Property pursuant to joint marketing or other arrangements with other Persons;

(n) Investments received as dividends or distributions in respect of existing Investments in Equity Interests; provided that the Loan Parties have complied with all requirements under the Collateral Documents to the extent there are any further requirements are required with respect to such Investments;

(o) Investments (i) consisting of deposits, prepayments or other credits to suppliers; and (ii) in the ordinary course of business consisting of endorsements of negotiable instruments for collection or deposit;

(p) any Investment held by a Person at the time such Person becomes a Restricted Subsidiary of the Lead Borrower or is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Lead Borrower or a Restricted Subsidiary of the Lead Borrower so long as such Investment was not created or acquired in contemplation of such acquisition;

(q) [reserved];

(r) [reserved];

(s) (i) to the extent included in the Cash Management Order, any Investments in any Subsidiary or Joint Venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business; provided that any entity that serves to hold cash balances for the purposes of making such advances to Subsidiaries or Joint Ventures is a Loan Party and (ii) any Investments in the ordinary course of business by the Lead Borrower or any Restricted Subsidiary in any Subsidiary or Joint Venture to enable it to obtain cash management and similar arrangements of the types described in Section 7.03(a)(17);

(t) (i) to the extent constituting Investments, Liens permitted by Section 7.01, fundamental changes permitted by Section 7.04, dispositions permitted by Section 7.05 (other than clause (7) thereof), Restricted Payments permitted by Section 7.06(a) (other than clause (10) or (16) thereof) and transactions permitted by Section 7.08(b)(3) and (ii) Investments consisting of (or resulting from) Indebtedness permitted under Section 7.03 (including guarantees thereof) (other than Indebtedness permitted under Section 7.03(a)(3) or 7.03(a)(4));

(u) Guarantees by the Lead Borrower and the Restricted Subsidiaries of leases of the Lead Borrower and Restricted Subsidiaries (other than Capitalized Lease Obligations) or of other obligations not constituting Indebtedness, in each case permitted under this Agreement and entered into in the ordinary course of business;

(v) Investments made in connection with the funding of contributions under any non-qualified retirement plan or similar employee compensation plan in an amount not to exceed the amount of compensation expense recognized by the Lead Borrower and its Restricted Subsidiaries in connection with such plans;

(w) Investments (other than any Investment in an Unrestricted Subsidiary) made by a Restricted Subsidiary that is not a Loan Party to the extent such Investments are financed with the proceeds received by such Restricted Subsidiary substantially contemporaneously from an Investment in such Restricted Subsidiary by a Loan Party permitted under another clause of this Section 7.13;

(x) [reserved];

(y) [reserved];

(z) Investments in connection with the Transactions;

(aa) Investments financed with the proceeds of Qualified Stock of Holdings or any Parent Entity or consideration paid in Qualified Stock of Holdings or any Parent Entity;

(bb) acquisitions of Investments in Joint Ventures to the extent required by, or made pursuant to, applicable buy/sell arrangements or other similar Contractual Obligations;

(cc) [reserved];

(dd) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy, work-out, reorganization or recapitalization of any Person, (ii) in settlement or compromise of delinquent obligations of, or other disputes with or judgments against, customers, trade-creditors, suppliers, licensees and other account debtors arising in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon bankruptcy or insolvency of any customer, trade creditor, supplier, licensee or other account debtor, (iii) in satisfaction of judgments against other Persons, (iv) as a result of foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (v) in settlement, compromise or resolution of litigation, arbitration or other disputes; and

(ee) (i) Investments in any Parent Entity (or any other Person) in amounts and for purposes for which Restricted Payments to such Parent Entity (or such other Person) are permitted under Section 7.06; provided that any Investment made as provided above in lieu of any such Restricted Payment shall reduce availability under the applicable Restricted Payment basket under Section 7.06 and (ii) Investments consisting of loans and advances to any Parent Entity in connection with the reimbursement of expenses incurred on behalf of the Lead Borrower or any Restricted Subsidiary in the ordinary course of business.

Any Investment in any person other than the Lead Borrower or any other Loan Party that is otherwise permitted by this Section 7.13 may be made through intermediate Investments in Restricted Subsidiaries that are not Loan Parties and such intermediate Investments shall be disregarded for purposes of determining the outstanding amount of Investments pursuant to any clause set forth above. The amount of any Investment made other than in the form of cash or cash equivalents shall be the fair market value thereof (as determined by the Lead Borrower in good faith) valued at the time of the making thereof, and without giving effect to any subsequent change in value.

For purposes of determining compliance with this covenant, (A) an Investment need not be permitted solely by reference to one category of Permitted Investments (or portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that an Investment (or any portion thereof) meets the criteria of one or more of the categories of Permitted Investments (or any portion thereof) described in the above clauses, the Lead Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Permitted Investment (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Investment (or any portion thereof) in one of the categories of Permitted Investments (or any portion thereof) described in the above clauses.

Section 7.14 [Reserved].

Section 7.15 Prepayments, Etc. of Indebtedness. Except as expressly permitted by the terms and conditions set forth in the Orders or pursuant to and upon consummation of an Acceptable Reorganization Plan, the Lead Borrower and its Restricted Subsidiaries shall not (a) prepay, redeem, purchase, defease or otherwise satisfy for cash or in any other manner any Restricted Debt (each, a "Restricted Debt Payment" and any such Indebtedness, together with any Refinancing Indebtedness thereof, "Junior Financing") (it being understood that payments of regularly scheduled principal, interest and "AHYDO catch-up" payments, payment of expenses and indemnification obligations and, in connection with the amendment of any Junior Financing, the payment of fees and expenses (other than in connection with any amendment that reduces or forgives the commitments, outstanding principal amount or effective yield of such Junior Financing) shall be permitted), or make any payment in violation of any subordination terms of any definitive documentation relating to such Junior Financing or (b) make any payment of principal or interest or otherwise on account of any Pre-Petition Debt or amend or modify the terms of the documents governing any Pre-Petition Debt in a manner that is materially adverse to the Agents or the Lenders or their rights and remedies under the Loan Documents (including any such amendment or modification that would have a material and adverse impact on any material portion of the Collateral).

Section 7.16 Minimum Aggregate Excess Availability. The Lead Borrower shall not permit Aggregate Excess Availability to be less than $5,000,000 at any time.

Section 7.17 No Further Negative Pledges. The Lead Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, agree or covenant with any Person to restrict in any way its ability to grant any Lien on its assets in favor of the Lenders, other than pursuant to the ABL Intercreditor Agreement and the Orders, and except that this Section 7.17 shall not apply to:

(a) any covenants contained in this Agreement or any other Loan Documents or that exist on the Closing Date;

(b) covenants existing under the DIP Term Loan Facility (or any Refinancing Indebtedness in respect thereof), the Pre-Petition ABL Credit Agreement, the Pre-Petition Term Loan Agreement and the credit documents pursuant thereto (in each case so long as the same do not prohibit the granting of Liens to secure Indebtedness pursuant to this Agreement);

(c) customary restrictions contained in the documents governing any Pre-Petition Debt;

(d) covenants and agreements made in connection with any agreement relating to Indebtedness or other obligations secured by a Lien permitted by this Agreement but only if such covenant or agreement applies solely to the specific asset or assets to which such Lien relates;

(e) (i) customary provisions in leases, subleases, licenses or sublicenses and other contracts restricting the right of assignment thereof and (ii) restrictions or conditions imposed by cash and other deposits or net worth provisions in leases and other agreements entered into in the ordinary course of business;

(f) customary provisions in joint venture agreements and other similar agreements applicable to Joint Ventures that are applicable solely to such Joint Venture or the interests in such Joint Venture;

(g) restrictions imposed by law, rule, regulation or order;

(h) customary restrictions and conditions contained in agreements relating to any sale of assets or Equity Interests pending such sale; provided such restrictions and conditions apply only to the Person or property that is to be sold;

(i) contractual obligations binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary, so long as such contractual obligations were not entered into solely in contemplation of such Person becoming a Restricted Subsidiary;

(j) negative pledges and restrictions on Liens in favor of any holder of Indebtedness for borrowed money entered into after the Closing Date and otherwise permitted under Section 7.03 but only if such negative pledge or restriction expressly permits Liens for the benefit of the Administrative Agent and/or the Collateral Agent and the Secured Parties with respect to the credit facilities established hereunder and the Loan Obligations on a senior basis and without a requirement that such holders of such Indebtedness be secured by such Liens securing the Loan Obligations equally and ratably or on a junior basis;

(k) restrictions on any Subsidiary that is not a Subsidiary Guarantor pursuant to the terms of any Indebtedness of such Subsidiary permitted to be incurred hereunder;

(l) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business; and

(m) restrictions in Precious Metals Leases provided that such restrictions apply only to the property being leased.

Section 7.18 Permitted Activities of Holdings. With respect to Holdings, engage in any material operating or business activities; provided that the following and any activities incidental thereto shall be permitted in any event:

(i) its direct ownership of the Equity Interests of the Lead Borrower and indirect ownership of the Equity Interests of the Subsidiaries and activities incidental thereto, including payment of Restricted Payments and other amounts in respect of its Equity Interests,

(ii) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance),

(iii) the performance of its obligations with respect to the Loan Documents, the definitive documentation governing the DIP Term Loan Facility and any other documents governing Indebtedness permitted hereby,

(iv) any public offering of its Common Stock or any other issuance or sale of its Equity Interests,

(v) financing activities, including the issuance of equity securities, payment of dividends, making contributions to the capital of the Lead Borrower and guaranteeing the obligations of the Lead Borrower and the Restricted Subsidiaries,

(vi) if applicable, participating in tax, accounting and other administrative matters as a member of the consolidated group of Holdings and its Subsidiaries,

(vii) holding any cash, Cash Equivalents and other assets received in connection with distributions or dividends received from, or Investments or Asset Dispositions made by, any of its Subsidiaries or contributions to the capital of, or proceeds from the issuance of Capital Stock,

(viii) making of any Restricted Payments or the making of Permitted Investments in the Lead Borrower and its Subsidiaries,

(ix) the borrowing of intercompany Indebtedness owed to the Lead Borrower and any Subsidiary so long as the related Investment in Holdings is permitted under the Loan Documents,

(x) the issuing of Indebtedness of the type described in Section 7.03(a)(16),

(xi) providing indemnification to officers and directors,

(xii) filing tax reports and paying taxes in the ordinary course,

(xiii) preparing reports to Governmental Authorities and to its shareholders,

(xiv) holding directors and shareholders meetings, preparing corporate records and other corporate activities required to maintain its separate corporate structure or to comply with applicable Law,

(xv) [reserved],

(xvi) [reserved]; and

(xvii) any activities incidental or reasonably related to the foregoing.

Holdings shall not incur any Liens on Equity Interests of the Lead Borrower other than non-consensual Liens and those for the benefit of the DIP Term Loan Obligations and the Secured Obligations or subject to the ABL Intercreditor Agreement, and Holdings shall not own any Equity Interests other than those of the Lead Borrower.

Section 7.19 Bankruptcy Matters. Holdings and the Lead Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, without the prior written consent of the Required Revolving Lenders (unless otherwise specified), do any of the following:

(a) amend or modify, or grant any waiver or release under or terminate in any manner, the articles or certificate of incorporation or formation, by-laws, limited liability company agreement, partnership agreement or other organizational documents of Holdings, the Lead Borrower or any of the other Loan Parties;

(b) use any portion or proceeds of the credit extensions hereunder or the Collateral for payments or purposes that would violate the terms of the Orders;

(c) incur, create, assume, suffer to exist or permit, except for the Carve-Out or as otherwise expressly permitted by the Orders or any other order of the Bankruptcy Court acceptable to the Required Revolving Lenders in their sole and absolute discretion, any other Superpriority Claim which is *pari passu* with or senior to the claim of the Secured Parties against any Debtor;

(d) subject to the terms of the Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the Secured Parties (in their capacities as such) or any of the "Secured Parties" (as defined in the Pre-Petition ABL Credit Agreement) (in their capacities as such) or any challenge to the validity, extent or priority of any of their claims or security interests, unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the Secured Parties;

(e) other than as provided in any Order, enter into any agreement to return any of its inventory to any of its creditors for application against any Pre-Petition Debt, trade payables arising before the Petition Date or other claims arising before the Petition Date under section 546(c) of the Bankruptcy Code if, after giving effect to any such agreement, the aggregate amount applied to Pre-Petition Debt, trade payables arising before the Petition Date and other claims arising before the Petition Date subject to all such agreements, setoffs and recoupments since the Petition Date would exceed $[●];

(f) seek, consent to, or permit to exist any order granting authority to take any action that is prohibited by the terms of this Agreement, the Orders, the other Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement, the Orders or any of the other Loan Documents;

(g) subject to the terms of the Orders, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents, the Lenders or other Secured Parties with respect to the Collateral following the occurrence of an Event of Default, including without limitation a motion or petition by

any Secured Party to lift an applicable stay of proceedings to do the foregoing (*provided* that any Debtor may contest or dispute whether an Event of Default has occurred in accordance with the terms of the Orders and the Loan Documents);

(h) file or pursue or support any other Person in filing or pursuing any Reorganization Plan or other chapter 11 plan or disclosure statement in respect of any Loan Party that is not an Acceptable Reorganization Plan or Acceptable Disclosure Statement;

(i) make or permit to be made any change to the Orders; or

(j) except as expressly provided or permitted hereunder or as otherwise contemplated in the then-in-effect Approved Budget (including Permitted Variances thereto), make any payment or distribution to any non-Subsidiary Affiliate or insider of any debtor outside of the ordinary course of business.

Section 7.20 Use of Proceeds. Holdings and the Lead Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, use any portion of the Loans or the Collateral:

(a) for any purpose that is prohibited under the Bankruptcy Code or the Orders;

(b) to finance any contested matter, adversary proceeding, suit, arbitration, application, motion or other litigation of any type adverse to the interests of any or all of the Administrative Agent, the Collateral Agent, the Lenders, the Pre-Petition ABL Agent or the Pre-Petition ABL Lenders or their respective rights and remedies under Loan Documents, the Orders or the Pre-Petition ABL Credit Agreement or the other "Loan Documents" referred to therein;

(c) to make any distribution under a Reorganization Plan confirmed in the Cases that does not provide for the Payment in Full of the Loan Obligations on the effective date of such plan; and

(d) to file a motion seeking, consent to, or make any payment in excess of $10,000 in the aggregate in settlement of any claim, action or proceeding, before any court, arbitrator or other governmental body without the prior written consent of the Administrative Agent acting at the direction of the Required Revolving Lenders;

Nothing herein shall in any way prejudice or prevent any Agent or any Lender from objecting, for any reason, to any requests, motions, or applications made in the Bankruptcy Court, including any application of final allowances of compensation for services rendered or reimbursement of expenses incurred under Sections 105(a), 330 or 331 of the Bankruptcy Code, by any party in interest.

Section 7.21 Compliance with Approved Budget. Except as otherwise permitted herein or approved by the Administrative Agent (with the consent of the Required Revolving Lenders), directly or indirectly make any payment (as adequate protection or otherwise), or application for authority to pay, on account of any Indebtedness arising prior to the Petition Date other than payments consistent with the Approved Budget (or any Permitted Variance) and approved by the Bankruptcy Court.

Section 7.22 Additional Bankruptcy Matters. Holdings and the Lead Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, without the prior written consent of the Required Revolving Lenders (unless otherwise specified), do any of the following other than as permitted by the Orders:

(a) use any portion or proceeds of the credit extensions hereunder or the Collateral for payments or purposes that would violate the terms of the Orders;

(b) incur, create, assume, suffer to exist or permit, except for the Carve-Out or as otherwise expressly permitted by the Orders or any other order of the Bankruptcy Court reasonably acceptable to the Required Revolving Lenders, any other superpriority administrative claim which is pari passu with or senior to the claim of the Secured Parties against any Debtor;

(c) subject to the terms of the Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the Secured Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the Secured Parties;

(d) [reserved];

(e) seek, consent to, or permit to exist any order granting authority to take any action that is prohibited by the terms of this Agreement, the Orders, the other Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement, the Orders or any of the other Loan Documents;

(f) subject to the terms of the Orders, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents, the Lenders or other Secured Parties with respect to the Collateral following the occurrence of an Event of Default, including without limitation a motion or petition by any Secured Party to lift an applicable stay of proceedings to do the foregoing (provided that any Debtor may contest or dispute whether an Event of Default has occurred in accordance with the terms of the Orders and the Loan Documents);

(g) make or permit to be made any change to the Orders;

(h) [reserved];

(i) except as expressly provided or permitted hereunder or as otherwise contemplated in the then-in-effect Approved Budget (including Permitted Variances thereto), make any payment or distribution to any non-Subsidiary Affiliate or insider of any debtor outside of the ordinary course of business; or

(j) assert any right of subrogation or contribution against any other Loan Party under this Agreement or any other Loan Document.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default.

Any of the following events referred to in any of clauses (a) through (q) inclusive of this Section 8.01 shall constitute an "Event of Default":

(a) Non-Payment. Any Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable and (ii) within five (5) Business Days after the same becomes due, any interest on any Loan, any fee or any other amount, payable hereunder or with respect to any other Loan Document.

(b) Specific Covenants.

(i) Failure by any Loan Party to comply with any of its other obligations, covenants or agreements contained in Sections 6.03(a), 6.05(a) (with respect to a Borrower's legal existence only), 6.22 or in Article VII;

(ii) Failure by a Loan Party to (x) observe or perform the covenant contained in Section 6.19(c), (y) observe or perform any other covenant contained in Sections 6.01 (other than clauses (e) through (j) thereof), 6.02, 6.03 (other than clause (a) thereof), 6.17 or 6.19 (other than Section 6.19(c)) (after a five (5) Business Day grace period) or (z) comply with Section 6.01(e) through (j) (after a three (3) Business Day grace period); or

(iii) Failure by any Loan Party to comply with any of its other obligations, covenants or agreements (other than a default referred to in Sections 8.01(a), (b)(i) and (b)(ii) above) contained in this Agreement or any other Loan Document for thirty (30) days after the earlier of (x) a Responsible Officer of

any Loan Party obtaining knowledge of such failure or (y) receipt of written notice of such failure given by the Administrative Agent or the Required Revolving Lenders.

(c) Change of Control. There occurs any Change of Control.

(d) Representations and Warranties. Any representation, warranty or certification made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made, and in either case (other than in respect of the Aggregate Borrowing Base or any Borrowing Base (or any component definitions thereof)) such incorrect or misleading representation or warranty (if curable) shall remain incorrect or misleading for a period of thirty (30) days after notice thereof from the Administrative Agent, including without limitation at the direction of the Required Revolving Lenders to the Lead Borrower;

(e) Cross-Default. There occurs any default under (x) the DIP Term Loan Facility or (y) any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Holdings, the Lead Borrower or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Lead Borrower or any of its Restricted Subsidiaries), other than Indebtedness owed to Holdings, the Lead Borrower or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists, or is created after the Closing Date, which default:

(i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness after the expiration of any grace period provided with respect to such payment in such Indebtedness; or

(ii) results in the acceleration, or permits the acceleration, of such Indebtedness prior to its maturity;

and, in the case of clause (y), the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a default under clause (i) or (ii) of this Section 8.01(e), exceeds the Threshold Amount; provided, that this clause (e) shall not apply to (1) any Indebtedness outstanding hereunder or (2) any Indebtedness of any Debtor that was incurred prior to the Petition Date unless such Indebtedness has been accelerated and the enforcement of remedies with respect to such Indebtedness shall not have been stayed by the commencement of the Cases.

(f) [Reserved].

(g) [Reserved].

(h) Judgments. Failure by Holdings, the Lead Borrower or any Restricted Subsidiary to pay final judgments (excluding any order of the Bankruptcy Court fixing the amount of any claim in the Cases) aggregating in excess of the Threshold Amount (to the extent not covered by a third party indemnity or insurance, or if covered by insurance, to the extent to which insurer has denied coverage in writing), which judgments are not paid, discharged, bonded, vacated or stayed for a period of thirty (30) days.

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which, when taken together with all other ERISA Events, has resulted or would reasonably be expected to result in liability of any Loan Party in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect, (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA which would reasonably be expected to result in a Material Adverse Effect, (iii) a Foreign Benefit Event occurs with respect to a Foreign Pension Plan that, when taken together with other such events, would reasonably be expected to result in a Material Adverse Effect or (iv) a Canadian Pension Termination Event occurs with respect to a Canadian Defined Benefit Plan that, when taken together with other such events, would reasonably be expected to result in a liability or obligation to pay in excess of the Threshold Amount.

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including

as a result of a transaction permitted under Section 7.04 or 7.05) or the Payment in Full of all the Loan Obligations, ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any material provision of any Loan Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Loan Document (other than as a result of the occurrence of the Termination Date), or purports in writing to revoke or rescind any Loan Document.

(k) Collateral Documents. With respect to any Collateral having a fair market value in excess of the Threshold Amount, any of the Collateral Documents ceases to be in full force and effect, or any of the Collateral Documents ceases to give the Lenders the Liens on any of the Collateral purported to be created thereby (other than, in either case, as the result of a release of such Lien in connection with a transaction permitted in accordance with the terms of this Agreement or the terms of the Collateral Documents), or any of the Collateral Documents is declared null and void or the Lead Borrower or any Restricted Subsidiary denies in writing that it has any further liability under any Collateral Document or gives written notice to such effect (in each case, other than (x) in accordance with the terms of this Agreement or the terms of the Collateral Documents or (y) to the extent resulting from the failure of the Administrative Agent to maintain possession of certificates actually delivered to it representing securities pledged under the Collateral Documents or to file Uniform Commercial Code continuation statements).

(l) Dismissal; Conversion. (i) Any of the Cases of the Debtors are dismissed or converted to a case under chapter 7 of the Bankruptcy Code or any Debtor shall file a motion or other pleading seeking the dismissal of any Case of any Debtor under section 1112 of the Bankruptcy Code or otherwise without causing Payment in Full of all Loan Obligations hereunder; (ii) a trustee under chapter 11 of the Bankruptcy Code or an examiner with enlarged powers (powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code) under section 1104(b) of the Bankruptcy Code shall be appointed in any of the Cases of the Debtors and the order appointing such trustee or examiner shall not be reversed or vacated within thirty (30) days after the entry thereof (or the Loan Parties or their Affiliates shall have acquiesced to the entry of such order) unless consented to by the Required Revolving Lenders; or (iii) the Canadian Recognition Proceedings or any order granted therein shall be dismissed or a separate proceeding under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, or the CCAA shall be commenced by or in respect of the Debtors.

(m) Superpriority Claims. Other than as permitted by the Orders, an application shall be filed by any Debtor for the approval of (i) any other Superpriority Claim or Lien, or an order of the Bankruptcy Court or the Canadian Court shall be entered granting any other Superpriority Claim or Lien (other than the Carve-Out), in any of the Cases of the Debtors or the Canadian Recognition Proceedings that is pari passu with or senior to the claims (as such word is defined in the Bankruptcy Code) or Liens of the Administrative Agent, the Lenders and the other Secured Parties against the Borrowers or any other Loan Party hereunder or under any of the other Credit Documents (including the adequate protection Liens and claims provided for in the Orders) or (ii) except to the extent permitted hereby or thereby, any Liens senior or pari passu with (A) the Liens in respect of the Pre-Petition Debt or (B) the adequate protection Liens granted on account of the Primed Liens.

(n) Stay Relief. The Bankruptcy Court or the Canadian Court shall enter an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code or the stay granted in the Canadian Recognition Proceedings to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of any of the Debtors which have a value in excess of $1,000,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect on the Debtors or their estates (taken as a whole).

(o) Orders; Actions. (i) The Final Order Entry Date shall not have occurred by the date that is provided for on Schedule 6.22; (ii) an order of the Bankruptcy Court or the Canadian Court shall be entered reversing, amending, supplementing, staying, vacating or otherwise amending, supplementing or modifying the Interim Order or the Final Order or the orders of the Canadian Court recognizing the foregoing in the Canadian Recognition Proceedings or Holdings, any Borrower or any Subsidiary of the Lead Borrower shall apply for the authority to do so, in each case in a manner that is adverse in any respect to the Administrative Agent or the Lenders, without the prior written consent of the Administrative Agent and the Required Revolving Lenders; (iii) an order of the Bankruptcy Court or the Canadian Court shall be entered denying or terminating use of cash collateral by the Loan Parties or imposing any additional conditions on such use (and such order remains unstayed for more than three (3) Business Days) and the Loan Parties shall have not obtained use of cash collateral pursuant to an order consented to by, and in form and substance reasonably acceptable to, the Administrative Agent (with the consent of the Required Revolving

Lenders); (iv) the Interim Order (prior to the entry of the Final Order) or Final Order (at all times thereafter), or the Canadian Court orders recognizing the foregoing, shall cease to create a valid and perfected Lien on the Collateral described therein or the Final Order shall cease to be in full force and effect; (v) any of the Loan Parties or any Subsidiary of the Lead Borrower shall fail to comply with the Orders in any material respect; (vi) other than with respect to the Carve-Out (as provided for in Section 2.23), an order in the Cases or the Canadian Recognition Proceedings shall be entered (without the consent of the Administrative Agent and the Required Revolving Lenders) charging any of the Collateral under section 506(c) of the Bankruptcy Code or pursuant to the CCAA against the Lenders; (vii) the entry of an order in the Cases or the Canadian Recognition Proceedings authorizing the use cash collateral or obtaining of financing, including pursuant to section 364 of the Bankruptcy Code (other than the DIP Term Loan Credit Agreement or the Facilities, if any, or as otherwise provided for in the Orders), unless such financing would (and actually does) provide for Payment in Full of all Loan Obligations upon the consummation thereof; (viii) any order shall be entered in the Cases providing superpriority adequate protection liens or claims, other than the Interim Order or Final Order (as applicable) or pursuant to any "first day order" or "second day order" or any other order reasonably acceptable to the Administrative Agent or as otherwise permitted pursuant to Section 8.01(m); or (ix) the Borrower or any of its Subsidiaries shall take any action in support of the items referred to in the foregoing clauses (i)-(viii).

(p) Adverse Actions. Any Loan Party (or any direct or indirect Parent Entity or Subsidiary thereof), or any Person claiming by or through the Loan Parties or any of their Subsidiaries, shall (x) obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the Administrative Agent or any Lender or Issuing Bank (in any of their respective capacities as such) relating to any Facility, unless such suit or other proceeding is in connection with the enforcement of the Loan Documents against the Administrative Agent or any Lender, in their capacities as such or (y) file, assist or otherwise participate in any pleading that, if the relief requested therein were granted, would result in an Event of Default.

(q) Prepetition Payments. The payment by any Loan Party of any Pre-Petition Debt other than (i) as permitted by any "first day" or "second day" order entered by the Bankruptcy Court on or prior to the Closing Date or (ii) as permitted by any other order of the Bankruptcy Court in amounts reasonably satisfactory to the Administrative Agent, in each case consistent with the Approved Budget.

(r) Confirmation Order. Any Loan Party shall file a motion requesting the entry of an order confirming any Reorganization Plan or other chapter 11 plan in respect of any Loan Party that is not an Acceptable Confirmation Order.

(s) Cash Management Order. The failure by the Debtors to maintain and observe their cash management system as approved by the Cash Management Order or as otherwise agreed by the Administrative Agent in its sole and absolute discretion.

(t) Budget Event. The occurrence of any Budget Event.

(u) Alternate Financing. Any Loan Party shall file a motion in the Cases or the Canadian Recognition Proceedings without the express written consent of Required Revolving Lenders, to obtain additional financing under Section 364(d) of the Bankruptcy Code or pursuant to the CCAA that (i) is not permitted under Section 7.03 and (ii) does not provide for the Payment in Full of the Loan Obligations upon the incurrence of such additional financing.

Section 8.02 Remedies Upon Event of Default.

If any Event of Default occurs and is continuing, the Administrative Agent may and, at the request of the Required Revolving Lenders, shall, subject to the terms of the Orders, without further order or application of the Bankruptcy Court, take any or all of the following actions:

(a) declare the Commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers;

(c) require that the Lead Borrower cash collateralize outstanding Letters of Credit (in an amount equal to the then outstanding amount thereof); and

(d) exercise on behalf of itself and the Secured Parties all rights and remedies available to it and the Secured Parties under the Loan Documents or applicable Law.

provided that the enforcement of Liens or other remedies shall be subject to, and in accordance with, the terms of the Orders, as in effect at such time.

Section 8.03 [Reserved].

Section 8.04 Application of Funds.

(a) After the exercise of remedies provided for above (or after the Loans have automatically become immediately due and payable and the LC Exposure has automatically been required to be cash collateralized as set forth above) any amounts received on account of the Secured Obligations (other than proceeds of Collateral) shall, subject to the ABL Intercreditor Agreement and the Orders, be applied in the following order:

First, to the payment of all reasonable costs and out-of-pocket expenses, fees, commissions and taxes of such sale, collection or other realization including, without limitation, compensation to the Administrative Agent and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Administrative Agent in connection therewith;

Second, to the payment of all other reasonable costs and out-of-pocket expenses of such sale, collection or other realization including, without limitation, costs and expenses and all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith (other than Secured Obligations in connection with Secured Hedging Agreements or Secured Banking Services Agreements);

Third, to interest then due and payable on the Swingline Loans;

Fourth, to the principal balance of the Swingline Loans and Protective Advances outstanding until the same has been paid in full;

Fifth, to interest then due and payable on Tranche A Revolving Loans and other amounts due pursuant to Sections 2.15, 2.16 and 2.17;

Sixth, to cash collateralize all LC Exposures (to the extent not otherwise cash collateralized pursuant to the terms hereof) plus any accrued and unpaid interest thereon;

Seventh, to the principal balance of Borrowings of Tranche A Revolving Loans then outstanding and payment of any Secured Obligations that are *pari passu* with the Tranche A Revolving Loans with respect to Secured Hedging Agreements up to the amount of the applicable Secured Hedging Reserves and Secured Banking Services Agreements up to the amount of the applicable Secured Banking Services Reserves, ratably;

Eighth, to interest then due and payable on Tranche B-1 Revolving Loans and other amounts due pursuant to Sections 2.15, 2.16 and 2.17;

Ninth, to interest then due and payable on Tranche B-2 Revolving Loans and other amounts due pursuant to Sections 2.15, 2.16 and 2.17;

Tenth, to the principal balance of Borrowings of Tranche B-1 Revolving Loans then outstanding, ratably;

Eleventh, to the principal balance of Borrowings of Tranche B-2 Revolving Loans then outstanding, ratably;

Twelfth, to payment of any Secured Obligations with respect to Secured Hedging Agreements in excess of the applicable Secured Hedging Reserves, any Secured Banking Services Agreements in excess of the applicable Secured Banking Services Reserves and any other Secured Obligations, ratably; and

Thirteenth, the balance, if any, to the Person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns).

(b) After the exercise of remedies provided for above (or after the Loans have automatically become immediately due and payable and the LC Exposure has automatically been required to be cash collateralized as set forth above) any proceeds of Collateral received shall, subject to the ABL Intercreditor Agreement and the Orders, be applied in the following order ratably:

first, to pay any fees, indemnities, or expense reimbursements then due including amounts then due to the Administrative Agent and the Issuing Bank from, or on behalf of, any Loan Party (other than Secured Obligations in connection with Secured Hedging Agreements or Secured Banking Services Agreements),

second, to pay any fees or expense reimbursements then due to the Lenders from, or on behalf of, any Loan Party (other than Secured Obligations in connection with Secured Hedging Agreements or Secured Banking Services Agreements);

third, to pay interest due in respect of the Protective Advances made to, or on behalf of, any Loan Party;

fourth, to pay the principal of such Protective Advances;

fifth, to pay interest then due and payable on the Tranche A Revolving Loans made to, or on behalf of, any Loan Party (other than the Protective Advances) ratably;

sixth, to pay an amount to the Administrative Agent equal to one hundred three percent (103%) of the aggregate undrawn face amount of all outstanding Letters of Credit requested by, or on behalf of, any Loan Party and the aggregate amount of any unpaid LC Disbursements in respect of Letters of Credit requested by, or on behalf of, such Loan Party, to be held as cash collateral for such Secured Obligations;

seventh, to prepay principal on the Tranche A Revolving Loans made to, or on behalf of, any Loan Party (other than the Protective Advances and unreimbursed LC Disbursements in respect of Letters of Credit requested by the Lead Borrower) and payment of any Secured Obligations with respect to Secured Hedging Agreements up to the amount of the applicable Secured Hedging Reserves and Secured Banking Services Agreements up to the amount of the applicable Secured Banking Services Reserves, ratably;

eighth, to pay interest then due and payable on the Tranche B-1 Revolving Loans made to, or on behalf, any Loan Party (other than the Protective Advances) ratably;

ninth, to pay interest then due and payable on the Tranche B-2 Revolving Loans made to, or on behalf of, any Loan Party (other than the Protective Advances) ratably;

tenth, to prepay principal on the Tranche B-1 Revolving Loans made to, or on behalf of, any Loan Party (other than the Protective Advances) and payment of any Secured Obligations that are *pari passu* with the Tranche B-1 Revolving Loans with respect to Secured Hedging Agreements up to the amount of the applicable Secured Hedging Reserves and Secured Banking Services Agreements up to the amount of the applicable Secured Banking Services Reserves, ratably;

eleventh, to prepay principal on the Tranche B-2 Revolving Loans made to, or on behalf of, any Loan Party (other than the Protective Advances) and payment of any Secured Obligations that are pari passu with the Tranche B-2 Revolving Loans with respect to Secured Hedging Agreements up to the amount of the

applicable Secured Hedging Reserves and Secured Banking Services Agreements up to the amount of the applicable Secured Banking Services Reserves, ratably;

twelfth, to payment of any Secured Obligations with respect to Secured Hedging Agreements in excess of the applicable Secured Hedging Reserves and Secured Banking Services Agreements in excess of the applicable Secured Banking Services Reserves, ratably;

thirteenth, to the payment of any other Secured Obligation due to the Administrative Agent or any Lender; and

fourteenth, the balance, if any, to the Person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns).

ARTICLE IX.

AGENTS

Section 9.01 Appointment and Authority.

(a) Administrative Agent. Each of the Lenders, the Issuing Banks and other Secured Parties hereby irrevocably appoint Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as expressly otherwise provided in this Agreement or the other Loan Documents, the Administrative Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions which the Administrative Agent is expressly entitled to take or assert under this Agreement and the other Loan Documents, including the exercise of remedies pursuant to Article VIII, and any action so taken or not taken shall be deemed consented to by the Lenders. Without limiting the generality of the foregoing, the Administrative Agent shall have the sole and exclusive authority to (a) act as the disbursing and collecting agent for Lenders with respect to all payments and collections arising in connection with the Loan Documents and (b) execute and deliver as Administrative Agent each Loan Document, including any intercreditor or subordination agreement, and accept delivery of each Loan Document. The Administrative Agent alone is authorized to determine eligibility and applicable advance rates under the Aggregate Borrowing Base or any Borrowing Base, whether to impose or release any Reserve, or whether any conditions to funding or issuance of a Letter of Credit have been satisfied, which determinations and judgments, if exercised in good faith, shall exonerate the Administrative Agent from liability to any Secured Party or other Person for any error in judgment.

(b) Collateral Agent. The Administrative Agent and each of the Lenders, the Issuing Banks and the other Secured Parties hereby designate and appoint Bank of America to act as the Collateral Agent under the Collateral Documents, and the Administrative Agent and each of the Lenders hereby irrevocably authorizes the Collateral Agent to enter into any Precious Metals Acknowledgment Letter and take such other action on its behalf under the provisions of the Collateral Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Agreement, the Collateral Documents and the other Loan Documents, together with such powers as are reasonably incidental thereto, and in connection therewith hereby authorizes the Administrative Agent to execute and deliver the ABL Intercreditor Agreement (or any joinder to such agreement) whereby the Administrative Agent, on behalf of itself and the Lenders, agrees to be bound by the terms of the ABL Intercreditor Agreement and the other Collateral Documents in their capacities as a "Secured Party". In this connection, the Collateral Agent, as "Collateral Agent", and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to the Collateral Documents for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Secured Parties required pursuant to the terms of the Collateral Documents, shall be entitled to the benefits of all provisions of this Article IX and Article X (as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if the Collateral Agent were the "Administrative Agent" and as if set forth in full herein with respect thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement and the Collateral Documents, the Collateral Agent shall not have any duties or responsibilities hereunder or thereunder nor shall the Collateral Agent have or be deemed to have any

fiduciary relationship with the Administrative Agent, the Lenders, the other Secured Parties, or any Loan Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement and the Collateral Documents or otherwise exist against the Collateral Agent. Except as expressly otherwise provided in this Agreement or the other Loan Documents, the Collateral Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions which the Collateral Agent is expressly entitled to take or assert under this Agreement and the other Loan Documents, including the exercise of remedies pursuant to Article VIII, and any action so taken or not taken shall be deemed consented to by the Administrative Agent and the Lenders. Without limiting the generality of the foregoing, the Collateral Agent shall have the sole and exclusive authority to (a) execute and deliver as Collateral Agent each Loan Document, including any intercreditor or subordination agreement; (b) act as collateral agent for Secured Parties for purposes of perfecting and administering Liens under the Loan Documents, and for all other purposes stated therein; (c) manage, supervise or otherwise deal with Collateral; and (d) take any enforcement action or otherwise exercise any rights or remedies with respect to any Collateral under any Loan Documents, applicable Law or otherwise. For the purposes of holding any hypothecs granted by any of the Loan Parties under the laws of the Province of Quebec pursuant to the Collateral Documents, each of the Secured Parties hereby irrevocably appoints and authorizes the Collateral Agent and, to the extent necessary, ratifies the appointment and authorization of the Collateral Agent to act, as part of its duties as Collateral Agent, as the hypothecary representative of all present and future Secured Parties for all purposes of Article 2692 of the Civil Code of Quebec. The Collateral Agent accepts to act as hypothecary representative of all present and future Secured Parties and the Issuing Banks for all purposes of Article 2692 of the Civil Code of Quebec. Any person who becomes a Secured Party in accordance with the terms of this Agreement, shall be deemed to have consented to and confirmed the Collateral Agent as the person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified as of the date it becomes a Secured Party, all actions taken by the Collateral Agent in such capacity. The substitution of the Collateral Agent pursuant to the provisions of this Article IX shall also constitute the substitution of the Collateral Agent as hypothecary representative as aforesaid without any further act or formality being required to appoint such successor Collateral Agent as the successor hypothecary representative for the purposes of any then existing deeds of hypothec.

(c) Turnover by Administrative Agent. If at any time or times the Administrative Agent shall receive (i) by payment, foreclosure, setoff or otherwise, any proceeds of Collateral or any payments with respect to the Secured Obligations arising under, or relating to, this Agreement or the other Loan Documents, except for any such proceeds or payments received by the Administrative Agent from the Collateral Agent pursuant to the terms of this Agreement or the other Loan Documents, or (ii) payments from the Collateral Agent in excess of the amount required to be paid to the Administrative Agent pursuant to Article VIII, the Administrative Agent shall promptly turn the same over to the Collateral Agent, in kind, and with such endorsements as may be required to negotiate the same to the Collateral Agent.

(d) Not a Fiduciary. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Agreement or any other Loan Document with reference to the Collateral Agent or Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

Section 9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Lead Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 9.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Revolving Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion, the opinion of its counsel or the opinion of the Lead Borrower's counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of their Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of, or ratified by, the Required Revolving Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence, bad faith or willful misconduct (as determined in a final and non-appealable judgment by a court of competent jurisdiction). The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default as such is given to the Administrative Agent by the Lead Borrower or a Lender and expressly stating that such notice constitutes a "notice of default" or "notice of event of default", as applicable. To the extent that the Required Revolving Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in Sections 10.01 and 8.02) instruct, consent, request or otherwise direct the Administrative Agent to take (or not take) any action, the Administrative Agent may, in its sole discretion inform the Lead Borrower of such instruction, consent, request or direction and identify the instructing Lenders. Any such instruction, consent, request or direction shall expressly state that it constitutes an "instruction", "consent", "request" or "direction" of such Lenders and shall be executed by such Lenders.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, (v) the value or the sufficiency of any Collateral or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any recital, notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Lead Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Administrative Agent may deem and treat the Lender specified in the Register with respect to any amounts owing hereunder as the owner thereof for all purposes including any voting, direction or other Lender thresholds.

Each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document (including pursuant to Sections 8.02 and 10.22) unless (x) it shall first receive such advice or concurrence of the Required Revolving Lenders (or such other number or percentage of the Lenders as shall be

necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) and (y) it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action (which satisfaction may require such indemnity from such Lenders to be a joint and several obligation of such Lenders). Each Agent may refrain from any act until it has received such instructions or assurances, and shall not incur liability to any Person by reason of so refraining. Instructions of the Required Revolving Lenders shall be binding upon all Secured Parties, and no Secured Party shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting pursuant to instructions of Required Revolving Lenders. Notwithstanding the foregoing, instructions by and consent of specific parties shall be required to the extent provided in Section 10.10. In no event shall any Agent be required to take any action that it determines in its discretion is contrary to applicable Law or any Loan Documents or could expose any Agent or any of their respective Related Parties to potential liability.

Section 9.05 Delegation of Duties. The Administrative Agent or the Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Administrative Agent or the Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. Each Agent may consult with and employ Agent Professionals, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by an Agent Professional. No Agent shall be responsible for the negligence or misconduct of any sub-agents, employees or Agent Professionals selected by it with reasonable care. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent or the Collateral Agent, as applicable, and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent or Collateral Agent.

Section 9.06 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Banks and the Lead Borrower. Upon receipt of any such notice of resignation, the Required Revolving Lenders shall have the right, in consultation with the Lead Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Revolving Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Lead Borrower and the Lenders and Issuing Banks that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations to be made by, to or through the Administrative Agent shall instead be made by or to each Lender, until such time as the Required Revolving Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Lead Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 10.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Section 9.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Secured Party acknowledges and agrees that the other Secured Parties have made no representations or warranties concerning any Loan Party, any Collateral or the legality,

validity, sufficiency or enforceability of any Loan Documents or Obligations. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. No act by the Administrative Agent, including any consent, amendment, acceptance of assignment or due diligence by the Administrative Agent, shall be deemed to constitute a representation by the Administrative Agent to any Secured Party as to any matter, including whether the Administrative Agent has disclosed material information in its possession.

Each Lender hereby agrees that (a) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (b) the Administrative Agent (i) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (ii) shall not be liable for any information contained in any Report; (c) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (d) it will keep all Reports confidential and strictly for its internal use, not share the Report with any other Person except as otherwise permitted pursuant to this Agreement; (e) without limiting the generality of any other indemnification provision contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorney fees) incurred by as the direct or indirect result of (x) any action such Lender may take as a result of or any conclusion it may draw from any Borrower Materials, (y) any third parties who might obtain all or part of any Report through the indemnifying Lender and (z) the Administrative Agent furnishing Borrower Materials to such Lender, via the Platform or otherwise; and (f) Reports and other Borrower Materials may be made available to Lenders by posting them on the Platform, but the Administrative Agent shall not be responsible for system failures or access issues that may occur from time to time.

For the sake of clarity, each Lender hereby agrees with each other Lender that no Lender shall take any action to protect or enforce its rights arising out of this Agreement or any other Loan Document (including exercising any rights of setoff) without first obtaining the prior written consent of Administrative Agent or Required Revolving Lenders, it being the intent of Lenders that any such action to protect or enforce rights under this Agreement and the other Loan Documents shall be taken in concert and at the direction or with the consent of the Administrative Agent or Required Revolving Lenders.

Section 9.08 No Other Duties, Etc.

Anything herein to the contrary notwithstanding, none of the Arrangers or other agents hereunder shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent or a Lender hereunder. Without limiting the foregoing, none of the Arrangers or other agents hereunder, in their respective capacities as such, shall by reason of any Loan Document, have any fiduciary relationship in respect of any Loan Party, any Lender or any other Person.

Section 9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Issuing Banks and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the Issuing Banks and the Administrative Agent under Sections 2.09 and 10.04) allowed in such judicial proceeding;

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.12 and 10.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Loan Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.10 Collateral and Guaranty Matters.

(a) The Administrative Agent shall, or shall cause the Collateral Agent, to execute, deliver or acknowledge (at the Borrowers' expense) such instruments or releases to evidence the release of any Collateral permitted to be released pursuant to this Agreement or the Collateral Documents. Neither the Administrative Agent nor the Collateral Agent shall be liable for any such release and any such release shall without recourse to or warranty of the Administrative Agent or Collateral Agent. Notwithstanding anything to the contrary contained herein, (i) no Collateral shall be released if an Overadvance exists or would result therefrom and (ii) in the case of any release of Collateral in excess of 10% of the Aggregate Borrowing Base at such time (after giving effect thereto on a pro forma basis), the Borrowers shall deliver an updated Borrowing Base Certificate to the Administrative Agent giving effect to such release on a pro forma basis.

(b) Each Lender irrevocably authorizes the Collateral Agent, at its option and in its discretion, to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Sections 7.01(a), (j), (ff), (gg), (hh) and (ii).

(c) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to enter into the ABL Intercreditor Agreement (or other subordination or intercreditor agreement pertaining to any Subordinated Indebtedness, Junior Financing or any other Indebtedness secured by Liens permitted pursuant to Sections 7.01(a), (n), (o) or (uu)) on its behalf and to take such action on its behalf under the provisions of the ABL Intercreditor Agreement and any such other agreement. Each Lender further agrees to be bound by the terms and conditions of each such agreement.

(d) The Collateral Agent has no obligation to assure that any Collateral exists or is owned by a Loan Party, or is cared for, protected or insured, nor to assure that the Collateral Agent's Liens have been properly created, perfected or enforced, or are entitled to any particular priority, nor to exercise any duty of care with respect to any Collateral. To the extent required under the laws of any foreign jurisdiction, each Secured Party hereby grants to the Administrative Agent any required power of attorney to take any action with respect to Collateral or to execute any Loan Document on the Secured Party's behalf.

Section 9.11 Withholding Tax. To the extent required by any applicable Law, the Administrative Agent may withhold from any payment to any Lender an amount equal to any applicable withholding Tax. If the IRS or any Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from any amount paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify and hold harmless the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by the Borrowers and without limiting or expanding the obligation of the Borrowers to do so) for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties, additions to Tax or interest thereon, together with all expenses incurred, including legal expenses and any out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative

Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this Section 9.11. The agreements in this Section 9.11 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Loans and the repayment, satisfaction or discharge of all Loan Obligations under this Agreement. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender any refund of Taxes withheld or deducted from funds paid for the account of such Lender. For the avoidance of doubt, for purposes of this Section 9.11, the term "Lender" shall include each Issuing Bank and the Swingline Lender.

Section 9.12 ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of any Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) of one or more Benefit Plans in connection with the Loans, Letters of Credit, the Commitments, this Agreement or any other Loan Document.

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of Section 406 of ERISA and Section 4975 of the Code such Lender's entrance into, participation in, administration of and performance of the Loans, Letters of Credit, the Commitments, this Agreement or any other Loan Document,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, Letters of Credit, the Commitments, this Agreement or any other Loan Document, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, Letters of Credit, the Commitments, this Agreement, or any other Loan Document, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of any Borrower or any other Loan Party, that none of the Administrative Agent, the Arrangers and their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in the Loans, Letters of Credit, the Commitments, this Agreement or any other Loan Document (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 9.13 Remittances Generally. Payments by any Secured Party to the Administrative Agent shall be made by the time and date provided herein, in immediately available funds. If no time for payment is specified or if payment is due on demand and request for payment is made by the Administrative Agent by 1:00 p.m., New York time on a Business Day, then payment shall be made by the Secured Party by 3:00 p.m., New York time on such day, and if request is made after 1:00 p.m., New York time, then payment shall be made by 11:00 a.m., New York time on the next Business Day. Payment by the Administrative Agent to any Secured Party shall be made by wire transfer, in the type of funds received by the Administrative Agent. Any such payment shall be subject to the Administrative Agent's right of offset for any amounts due from such payee under the Loan Documents.

Section 9.14 Bank Product and Hedge Providers. Each counterparty to a Secured Banking Services Agreement or Secured Hedging Agreement, by delivery of a Secured Banking Services Designation Notice or Secured Hedging Designation Notice, as applicable, to the Administrative Agent, agrees to be bound by the Loan Documents, including Section 2.18, the final three paragraphs of Section 6.02, Section 8.04, Article IX and Section 10.10, and agrees to indemnify and hold harmless each Agent and their respective Related Parties, to the extent not reimbursed by the Loan Parties, against all claims that may be incurred by or asserted against any Agent or their respective Related Parties in connection with the obligations owed to such provider under the Secured Banking Services Agreements and Secured Hedging Agreements to which it is a party.

Section 9.15 No Third Party Beneficiaries. This Article IX is an agreement solely among the Secured Parties and the Administrative Agent, and shall survive satisfaction in full of the Secured Obligations. This Article IX does not confer any rights or benefits upon the Loan Parties or any other Person (other than those expressly referenced in the immediately preceding sentence). As between the Loan Parties and the Administrative Agent, any action that the Administrative Agent may take under any Loan Documents or with respect to any Secured Obligations shall be conclusively presumed to have been authorized and directed by the Required Revolving Lenders or Secured Parties, as applicable.

ARTICLE X.

MISCELLANEOUS

Section 10.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or electronic mail, as follows:

(i) if to the Administrative Agent, to the address or facsimile number specified for such Person on Schedule 10.01;

(ii) if to the Borrowers, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.01; and

(iii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received or (ii) sent by facsimile or electronic mail shall be deemed to have been given when sent; provided that if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including email and internet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II (unless expressly provided for therein) or to compliance and no Event of Default certificates delivered pursuant to Section 6.03 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Lead Borrower (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to

it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address, phone number, electronic mail address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

Section 10.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 10.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or the Issuing Banks may have had notice or knowledge of such Default at the time.

(b) Except as provided for in Section 2.09(e) (as in effect on the Closing Date), neither this Agreement nor any other Loan Document (other than the Fee Letters and the Orders) nor any provision hereof or thereof may be waived, amended or modified except:

(i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Lead Borrower and the Required Revolving Lenders or,

(ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent (or Collateral Agent, as applicable) and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Revolving Lenders;

provided that no such agreement shall:

(i) increase the Commitment of any Lender without the written consent of such Lender (but not the Required Revolving Lenders) (it being understood that a waiver of any condition precedent or the waiver of (or amendment to the terms of) any Default, Event of Default or mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender),

(ii) reduce or forgive the principal amount of any Loan or LC Disbursement or subject to Section 2.13(d) reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby (but not the Required Revolving Lenders); provided, however, that only the consent of the Required Revolving Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrowers to pay interest at the Default Rate or to waive any condition precedent, Default, Event of Default or mandatory prepayment,

(iii) postpone any scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any date for the payment of any interest, fees or other Loan Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of

expiration of any Commitment, without the written consent of each Lender directly and adversely affected thereby (but not the Required Revolving Lenders) (it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of the Loans, condition precedent, Default or Event of Default or any extension for administrative convenience as agreed by the Administrative Agent shall not constitute a postponement of any date scheduled for the payment of principal, interest or fees),

(iv) change (x) Section 8.04 in a manner that would alter the application of payments required thereby without the written consent of each Lender directly and adversely affected thereby (but not the Required Revolving Lenders), (y) the "pro rata sharing" provisions of Section 2.18 or the order of application of any payment of Loans from the application thereof set forth in the applicable provisions of Section 2.18(b) or (d) or (z) any other provision with respect to the pro rata sharing of payments without the written consent of each Lender directly and adversely affected thereby (but not the Required Revolving Lenders),

(v) (x) change any of the provisions of this Section 10.02 or the definition of "Required Revolving Lenders" or "Supermajority Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender directly and adversely affected thereby (but not the Required Revolving Lenders) or (y) amend or modify the Superpriority Claim status of the Lenders under the Orders or under any Loan Document without the written consent of each Lender directly and adversely affected thereby,

(vi) release all or substantially all of the value of the guarantees made by the Guarantors without the written consent of each Lender,

(vii) except as provided in Section 10.02(c) or in any Collateral Document, release all or substantially all of the Collateral or subordinate the Secured Obligations or any Liens on any Collateral securing the Secured Obligations, without the written consent of each Lender,

(viii) increase the advance rates set forth in any Borrowing Base or change any other aspect of such definition or any definitions used in the calculation thereof (including the addition of new categories of eligible assets or removing eligibility criteria) that would lead to increased Aggregate Excess Availability without the written consent of the Supermajority Lenders,

(ix) change the definition of Aggregate Excess Availability or the definitions used in the calculation thereof without the consent of the Supermajority Lenders, or

(x) be enforced against a Defaulting Lender without its consent if such waiver, amendment or modification affects Defaulting Lenders in a disproportionate manner;

provided, further, that:

(x) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Issuing Banks or the Swingline Lenders hereunder without the prior written consent of the Administrative Agent, the Issuing Banks or the Swingline Lenders, as the case may be (it being understood that any change to Section 2.20 shall require the consent of the Administrative Agent, the Swingline Lenders and the Issuing Banks); and

(y) any such agreement that shall amend, modify or otherwise affect the rights or duties of the Lenders holdings Loans or Commitments of a particular Class (but not the Lenders holdings Loans or Commitments of any other Class) will require only the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto if such Class of Lenders were the only Class of Lenders.

The Administrative Agent may also amend the Commitment Schedule and/or the Tranche A Applicable Percentage, in each case to reflect (x) adjustments to the Commitments pursuant to Section 2.09 and/or (y) Commitment reductions effected in accordance herewith and assignments entered into pursuant to Section 10.04.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Defaulting Lender may not be increased or extended without the consent of such Defaulting Lender (it being understood that any Commitments or Loans held or deemed held by any Defaulting Lender shall be excluded from a vote of the Lenders hereunder requiring any consent of the Lenders).

(c) The Lenders and any other holders of Secured Obligations hereby irrevocably authorize the Administrative Agent and the Collateral Agent to release any Liens granted to such Agent by the Loan Parties on any Collateral in accordance with Section 10.21. Except as provided in the preceding sentence, the neither Agent will not release any Liens on Collateral without the prior written authorization of the Required Revolving Lenders; provided that, either Agent may in its discretion release any of its Liens in connection with, or subordinate any of its Liens to, Liens permitted by Section 7.01(j), (ff), (gg), (hh) or (ii). Any such release shall not in any manner discharge, affect, or impair the Secured Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(d) Notwithstanding anything to the contrary contained in this Section 10.02,

(x) guarantees, collateral security documents and related documents executed by Loan Parties or any Subsidiaries of the Lead Borrower in connection with this Agreement may be in a form reasonably determined by either Agent and may be, together with this Agreement, amended, supplemented and waived with the consent of either Agent at the request of the Lead Borrower without the need to obtain the consent of any other Lender if such amendment, supplement or waiver is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to cure any ambiguity, typographical error, defect or inconsistency or (iii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Loan Documents and

(y) the Lead Borrower and either Agent may, without the input or consent of any other Lender, effect amendments to this Agreement and the other Loan Documents as may be necessary in the reasonable opinion of the Lead Borrower and the Administrative Agent to effect the provisions of Sections 1.12 and 2.14.

The Administrative Agent shall be entitled to extend any deadline or requirement in connection with compliance with guarantee and security provisions in the Loan Documents (including Section 6.18) without the consent of any other Lender.

(e) If the Administrative Agent and the Lead Borrower shall have jointly identified an obvious error, mistake or ambiguity or any error or omission of a technical or administrative nature in any Loan Document, then the Administrative Agent and the Lead Borrower shall be permitted to amend such provision without further action or consent of any other party if the same is not objected to in writing by the Required Revolving Lenders to the Administrative Agent within five (5) business days following receipt of notice thereof.

(f) The consent of the Lead Borrower and the Administrative Agent (but not the Required Revolving Lenders or any other Lender) will be required to effectuate any amendment to any Loan Document that adds one or more provisions to the Loan Document that are, or modifies any existing provision in the Loan Documents in a manner that is, in the reasonable judgment of the Administrative Agent, more favorable to the Lenders in connection with any Incremental Commitments, or the DIP Term Loan Facility or Refinancing Indebtedness in respect of any of the foregoing.

(g) [Reserved].

(h) Notwithstanding the foregoing, no Lender consent is required to effect any amendment or supplement to the ABL Intercreditor Agreement or other intercreditor agreement or arrangement permitted under this Agreement that is for the purpose of adding the holders of any other Indebtedness permitted hereunder to be secured by a Lien on Collateral, as expressly contemplated by the terms of such ABL Intercreditor Agreement or such other intercreditor agreement or arrangement permitted under this Agreement, as applicable (it being understood that any

such amendment or supplement may make such other changes to the applicable intercreditor agreement as, in the good faith determination of the Administrative Agent, are required to effectuate the foregoing).

Section 10.03 Expenses; Indemnity; Damage Waiver.

(a) Holdings and the Borrowers jointly and severally agree to pay upon written demand (together with reasonable backup documentation supporting such demand) (i) all reasonable and documented out-of-pocket expenses incurred by each Agent and their respective Affiliates (including the reasonable fees, charges and disbursements of one counsel (absent an actual or perceived conflict of interest)) for each Agent and reasonably necessary local counsel in applicable jurisdictions (retained after consultation with the Lead Borrower)) in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Banks in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable documented out-of-pocket expenses incurred by each Agent, any Issuing Bank or any Lender (including the reasonable documented fees, charges and disbursements of any counsel for the Administrative Agent or any Lender) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section 10.03, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit; provided that Holdings and the Borrowers shall not be required to reimburse the legal fees and expenses of more than one outside counsel (absent an actual or perceived conflict of interest) and reasonably necessary local counsel in applicable jurisdictions for all Persons indemnified under this Section 10.03(a):

(i) subject to Section 6.17, appraisals and insurance reviews;

(ii) subject to Section 6.17, field examinations and the preparation of Reports based on the fees charged by a third party retained by the Administrative Agent or the internally allocated fees for each Person employed by the Administrative Agent with respect to each field examination;

(iii) Taxes, fees and other charges for (A) lien searches and (B) filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens; and

(iv) forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral.

(b) Indemnification. Holdings and the Borrowers, jointly and severally, shall indemnify each Agent, each Issuing Bank, each Arranger, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonably related expenses (including the reasonable fees, charges and disbursements of (i) one counsel for the Indemnitees, taken as a whole, (ii) if necessary, one local counsel in each relevant material jurisdiction and (iii) in the case of an actual or perceived conflict of interest, additional counsel to each group of similarly situated Indemnitees taken as a whole, limited to one such additional counsel and one local counsel in each relevant material jurisdiction) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Lead Borrower or any other Loan Party arising out of, in connection with, or as a result of;

(i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents,

(ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the

documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit),

(iii) to the extent relating to the foregoing, any actual or alleged presence or Release of Hazardous Materials at, on, under or from any property currently or formerly owned, leased or operated by the Lead Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Lead Borrower or any of its Subsidiaries, or

(iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing brought by or against a third party or by or against the Lead Borrower or any other Loan Party or any of the Lead Borrower's or such Loan Party's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto;

provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses

(w) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee: or

(y) to the extent arising from any dispute solely among Indemnitees (other than (i) a dispute involving claims against the Administrative Agent, each Arranger or similarly titled person, in their respective capacities as such and (ii) any dispute arising out of an act or omission of the Lead Borrower, any Guarantor or any of their affiliates).

This Section 10.03(b) shall not apply to Taxes, except any Taxes that represent losses, claims, damages, liabilities or reasonably related expenses arising from a non-Tax claim.

(c) Reimbursement and Indemnification by Lenders. Each Lender severally agrees to (i) pay to each Agent, the Issuing Bank or the Swingline Lender, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable reimbursement is sought) of (x) all reasonable and documented out-of-pocket expenses incurred by each Agent and their respective Affiliates in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (y) all reasonable out-of-pocket expenses incurred by the Issuing Banks in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (z) all reasonable documented out-of-pocket expenses incurred by each Agent, any Issuing Bank or any Lender (including the reasonable documented fees, charges and disbursements of any counsel for each Agent or any Lender) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents or any Borrower Materials, including its rights under Section 10.03, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit and (ii) indemnify, defend and hold harmless each Agent, the Issuing Bank, the Swingline Lender and their respective Related Parties ratably according to such Lender's Applicable Percentage (determined as of the time that indemnification is sought) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against each Agent, the Issuing Bank, the Swingline Lender or such Related Party in any way relating to or arising out of this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by each Agent, the Issuing Bank, the Swingline Lender or such Related Party under or in connection with any of the foregoing or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing brought by or against a third party or by or against the Lead Borrower, any other Loan Party, any Lender or any of the Lead Borrower's, such Loan Party's or such Lender's directors, shareholders or creditors, and regardless of whether each Agent, the Issuing Bank or the Swingline Lender or any Related Party thereof is a party thereto.

(d) To the extent permitted by applicable law, no Loan Party shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive

damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) Payments. All amounts due under this Section 10.03 shall be payable not later than thirty (30) days after written demand therefor (together with reasonable backup documentation supporting such demand); provided, however, that such Indemnitee shall promptly refund such amount to the extent that there is a final judicial or arbitral determination that such Indemnitee was not entitled to indemnification or contribution rights with respect to such payment pursuant to the express terms of this Section 10.03.

(f) Reliance on Communications. No Secured Party shall be responsible for or have any duty to ascertain or inquire into the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with an Electronic Signature transmitted by telecopy, emailed .pdf or other electronic means). Secured Parties may rely on, and shall incur no liability under or in respect of any Loan Document by acting on, any Communication (which may be a fax, electronic message, internet or intranet website posting, or other distribution, or signed by an Electronic Signature) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof). The Administrative Agent shall be entitled to rely on the e-mail addresses and telephone numbers provided by the Loan Parties, Lenders and their authorized representatives. Each Loan Party hereby waives (a) any argument, defense or right to contest the legal effect, validity or enforceability of any Loan Document or other Communication based solely on the lack of a paper original copy thereof, and (b) waives any claim against any Indemnitee for liabilities arising from its reliance on or use of Electronic Signatures, including liabilities relating to a Loan Party's failure to use a security measure in connection with execution, delivery or transmission of an Electronic Signature.

Section 10.04 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in Section 10.04(c)) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. (i) Subject to the conditions set forth in Section 10.04(b)(ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it; provided that any assignment of Loans must include a ratable portion of outstanding Loans denominated in each currency) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Lead Borrower; provided that the Lead Borrower shall be deemed to have consented to any such assignment unless it shall have objected thereto by notice to the Administrative Agent within ten (10) Business Days after the Lead Borrower has received written notice thereof; provided, further, that no consent of the Lead Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, any other assignee if an Event of Default described in Section 8.01(a) has occurred and is continuing;

(B) the Administrative Agent (and any assigning Lender shall, in connection with any potential assignment, provide to the Lead Borrower a copy of its request (including the name of the prospective assignee) concurrently with its delivery of the same request to the

Administrative Agent irrespective of whether or not a an Event of Default described in Section 8.01(a) has occurred and is continuing); and

(C) the Issuing Banks.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 (or an integral multiple of $1,000,000 in excess thereof) unless each of the Lead Borrower (provided that no such consent of the Lead Borrower shall be required if an Event of Default has occurred and is continuing) and the Administrative Agent otherwise consent (except that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met);

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 (provided that such fee shall not be charged is such assignment is between an assignor and assignee that are Affiliates of each other);

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws;

(E) [reserved];

(F) no such assignment shall be made to a natural person; and

(G) no such assignments shall be made to Holdings, the Borrowers, any of their respective Subsidiaries or any of their respective Affiliates.

(iii) Subject to acceptance and recording thereof pursuant to Section 10.04(b)(iv), from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 10.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.04(c).

(iv) Register. The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal and interest amounts of the Loans and LC Disbursements owing to, each

Lender or Issuing Bank, as applicable, pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrowers, each Agent, the Issuing Bank and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, the Collateral Agent, any Issuing Bank and any Lender, with respect to such Lender's interest only, at any reasonable time and from time to time upon reasonable prior notice. The Borrowers, each Agent and the Lenders intend to treat all Loans as being at all times maintained in "registered form" within the meaning of Section 163(f), 871(h)(2) and 881(c)(2) of the Code and any related Treasury regulations (or any other relevant or successor provisions of the Code or of such Treasury regulations).

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 10.04(b) and any written consent to such assignment required by Section 10.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05, 2.06(d), 2.06(e)(e), 2.07(b), 2.18(d) or 10.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of any Borrower, the Administrative Agent, the Issuing Banks or the Swingline Lenders, sell participations to one or more banks or other entities, other than any natural person (each, a "Participant"), in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement and the other Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 10.02(b) that directly and adversely affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations of those Sections, including Section 2.17(e)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.04(b) (it being agreed that any documentation required to be provided under Section 2.17(e) shall be provided solely to the participating Lender). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; provided such Participant agrees to be subject to Section 2.18(d) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary in connection with a Tax audit or proceeding to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) or Proposed Section 1.163-5(b) of the United States Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender (and any Borrower, to the extent that the Participant requests payment from such Borrower) shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Lead Borrower's prior written consent (not to be unreasonably withheld) or except to the extent such entitlement to a greater payment results from a Change in Law after the Participant became a Participant.

(d) Participations. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 10.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that each Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until the Termination Date. The provisions of Sections 2.15, 2.16, 2.17 and 10.03 and Article IX shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

Section 10.06 Counterparts; Integration; Effectiveness. This Agreement and any other Loan Document may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto on the Closing Date, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Delivery of an executed signature page of this Agreement or any other Loan Document by facsimile or other electronic transmission or of a digital signature shall be effective as delivery of a manually executed counterpart hereof or thereof, to the extent and as provided for under applicable Law. The words "execute," "execution," "signed," "signature," and words of like import in or related to this Agreement or any other Loan Document to be signed in connection with this Agreement and the transactions contemplated hereby and thereby shall be deemed to include Electronic Signatures, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, the Personal Information Protection and Electronic Documents Act (Canada), the Electronic Commerce Act, 2000 (Ontario), the Electronic Transactions Act (British Columbia), any other similar Canadian federal, provincial or territorial law or any other similar US state laws based on the Uniform Electronic Transactions Act.

From time to time, the parties may use or accept manually signed paper Communications converted into electronic form (such as scanned into pdf), or electronically signed Communications converted into other formats, for transmission, delivery and/or retention. The Administrative Agent and Lenders may, at their option, create one or more copies of a Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of the Person's business, and may destroy the original paper document. Any Communication in the form or format of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record.

Notwithstanding anything herein, (a) the Administrative Agent is under no obligation to accept an Electronic Signature in any form unless expressly agreed by it pursuant to procedures approved by it; (b) each Secured Party shall be entitled to rely on any Electronic Signature purportedly given by or on behalf of any Loan Party without

further verification and regardless of the appearance or form of such Electronic Signature; and (c) upon request by the Administrative Agent, any Loan Document using an Electronic Signature shall be promptly followed by a manually executed, original counterpart.

This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

Section 10.07 Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 10.08 Right of Setoff. Subject to the terms of the Orders, if an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, but excluding deposits held in trust accounts) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Borrower or any Guarantor pledging Collateral as security for the Secured Obligations of the Borrowers against any of and all the Secured Obligations arising in respect of the Borrowers held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The applicable Lender shall notify the Lead Borrower and the Administrative Agent of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

Section 10.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks and, to the extent applicable, the Bankruptcy Code.

(b) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Bankruptcy Court and, if the Bankruptcy Court does not have (or abstains from) jurisdiction, any U.S. Federal or New York State court sitting in New York, New York in any action or proceeding arising out of or relating to any Loan Documents (other than those containing a contrary express submission to jurisdiction provision), or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees 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. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents, to the fullest extent it may legally and effectively do so, to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 10.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO (AND EACH OTHER SECURED PARTY) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 10.12 Confidentiality. Each Agent, the Issuing Bank and the Lenders agrees to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its and its Affiliates' partners, directors, officers, employees and agents, including accountants, legal counsel and other advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by any applicable Law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) to the extent necessary in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the consent of the Lead Borrower, (h) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Issuing Bank, any Lender or any to their respective Affiliates on a non-confidential basis other than through a breach of this Section from a source other than the Lead Borrower, (i) to any rating agency in connection with the Transactions on a confidential basis, (j) to the extent such Confidential Information is independently developed by either Agent, the Issuing Bank, any Lender or any to their respective Affiliates or (k) to Secured Hedging Counterparties or potential Secured Hedging Counterparties so long as such parties agree to be bound by the provisions of this Section 10.12; provided that, in the case of information received from Holdings, the Borrowers or any Subsidiary after the Closing Date, such information is clearly identified at the time of delivery as confidential or is delivered pursuant to Sections 6.01, 6.02 or 6.03 hereof. For the purposes of this Section, "Confidential Information" means all information received from any Borrower relating to the Borrowers or their business, other than any such information that is available to the Administrative Agent, the Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrowers. Any Person required to maintain the confidentiality of Confidential Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as such Person would accord to its own confidential information. Notwithstanding the foregoing, any Agent and any Lender may place advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information on the Internet or worldwide web as it may choose, and circulate similar promotional materials, after the closing of the transactions contemplated by this Agreement in the form of a "tombstone" or otherwise describing the names of the Loan Parties, or any of them, and the amount, type and closing date of such transactions, all at their sole expense.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 10.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING HOLDINGS AND ITS AFFILIATES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL

HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWERS OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT HOLDINGS, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWERS AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

Section 10.13 Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, neither any Issuing Bank nor any Lender shall be obligated to extend credit to the Borrowers in violation of any applicable Law.

Section 10.14 USA PATRIOT Act Notice; Beneficial Ownership Regulation. Each Lender that is subject to the USA PATRIOT Act (as hereinafter defined) and the Beneficial Ownership Regulation and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies all Loan Parties that pursuant to the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into Law October 26, 2001) (the "USA PATRIOT Act")) and the Beneficial Ownership Regulation, they are required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act and the Beneficial Ownership Regulation. Each Loan Party shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" an anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation.

Section 10.15 Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates (including, without limitation, investments in, loans to or relationships with any of the Loan Parties and their respective Affiliates in connection with the DIP Term Loan Obligations and other documents related thereto).

Section 10.16 Appointment for Perfection. The Administrative Agent, each Lender and each Issuing Bank hereby appoint the Collateral Agent as the Administrative Agent's and each Lender's and Issuing Bank's agent for the purpose of perfecting the Administrative Agent's and Lenders' and Issuing Banks' security interest in assets which, in accordance with Article 9 of the UCC (or equivalent under the PPSA) can be perfected only by possession. The Collateral Agent, Administrative Agent and other Secured Parties appoint each other Secured Party as agent (for the benefit of Secured Parties) for the purpose of perfecting Liens in Collateral held or controlled by it, to the extent such Liens are perfected by possession or control. If a Secured Party other than the Collateral Agent obtains possession or control of any Collateral, it shall notify the Collateral Agent thereof and, promptly upon the Collateral Agent's request, deliver such Collateral to the Collateral Agent or otherwise deal with it in accordance with the Collateral Agent's instructions.

Section 10.17 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all

Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender.

Section 10.18 Judgment Currency.

(a) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in one currency into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency in the city in which it normally conducts its foreign exchange operation for the first currency on the Business Day preceding the day on which final judgment is given.

(b) The obligation of each Loan Party in respect of any sum due from it to any Lender, the Administrative Agent or any Issuing Bank hereunder shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by such Lender, Administrative Agent or Issuing Bank of any sum adjudged to be so due in the Judgment Currency such Lender, Administrative Agent or Issuing Bank may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency; if the amount of Agreement Currency so purchased is less than the sum originally due to such Lender, Administrative Agent or Issuing Bank in the Agreement Currency, such Loan Party agrees notwithstanding any such judgment to indemnify such Lender, Administrative Agent or Issuing Bank against such loss, and if the amount of the Agreement Currency so purchased exceeds the sum originally due to any Lender, Administrative Agent or Issuing Bank, such Lender, Administrative Agent or Issuing Bank agrees to remit to such Loan Party such excess.

Section 10.19 Alternative Currency Loans.

If by reason of internal policies, legal requirements and limitations or lack of ready access to certain currencies, certain Lenders may not be able to make and maintain Commitments to or make Loans to certain of the Borrowers, Bank of America may agree to assume such Commitments or make such Loans in place of such Lenders. If Bank of America agrees to make such Commitments, it shall agree with each such Lender that it will make or maintain one or more Commitments in the place of such Lender and shall record its agreement with respect thereto in the Register and such Lender shall thereby be released from such Commitment or shall not be required to make or maintain such Loans and such Commitment shall thereafter be included within Bank of America's Commitment for all purposes hereunder.

Section 10.20 ABL Intercreditor Agreement; Orders Control. Each Lender (on behalf of itself and any Secured Party that may be its Affiliate): (a) consents to the subordination of Liens provided for in the ABL Intercreditor Agreement and in the Orders and (b) agrees that it will be bound by and will take no actions contrary to the provisions of the ABL Intercreditor Agreement and the Orders. Notwithstanding anything herein or in any other Loan Document to the contrary, in the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control. To the extent that any specific provision hereof or in the ABL Intercreditor Agreement is inconsistent with any of the Orders, the Interim Order or Final Order (as applicable) shall control.

Section 10.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any the applicable Resolution Authority.

Section 10.22 Release of Liens and Guarantees.

(a) The Lenders, the Issuing Banks and the other Secured Parties hereby irrevocably agree that the Liens granted to the Collateral Agent by the Loan Parties on any Collateral shall be automatically released:

(i) in full upon the occurrence of the Termination Date as set forth in Section 10.22(d);

(ii) upon the disposition of such Collateral by any Loan Party to a Person that is not (and is not required to become) a Loan Party in a transaction not prohibited by this Agreement (and each Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry);

(iii) to the extent that such Collateral comprises property leased to a Loan Party from a non-Affiliate of the Loan Parties, upon termination or expiration of such lease (and the Administrative Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry);

(iv) if the release of such Lien is approved, authorized or ratified in writing by the Required Revolving Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 10.02);

(v) to the extent that the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guaranty in accordance with the Guaranty or Section 10.22(b) below (and each Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry);

(vi) as provided in Section 10.22(c) (and each Agent may rely conclusively on a certificate to that effect provided to it bay any Loan Party upon its reasonable request without further inquiry), and

(vii) as required by either Agent to effect any disposition of Collateral in connection with any exercise of remedies of either Agent, as applicable, pursuant to the Collateral Documents.

Any such release (other than pursuant to clause (i) above) shall not in any manner discharge, affect, or impair the Loan Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any disposition, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Loan Documents.

Notwithstanding anything to the contrary contained herein, (i) no Collateral included in the any Borrowing Base shall be released if an Overadvance exists or would result therefrom and (ii) in the case of any release of Collateral in excess of 10% of the Aggregate Borrowing Base at such time (after giving effect thereto on a pro forma basis), the Borrowers shall deliver an updated Borrowing Base Certificate to the Administrative Agent giving effect to such release on a pro forma basis.

(b) In addition, the Lenders, the Issuing Banks and the other Secured Parties hereby irrevocably agree that any Guarantor shall be automatically released from the Guaranty upon consummation of any transaction not prohibited hereunder resulting in such Person ceasing to constitute a Subsidiary or otherwise becoming an Excluded Subsidiary (and each Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry); provided that no Subsidiary Guarantor shall be released from its Guaranty solely by virtue of no longer being a Wholly-Owned Subsidiary of the Lead Borrower (x) unless the Lead Borrower shall be deemed to have made an Investment in such Subsidiary in the amount of its outstanding Investment therein at such time and (y) notwithstanding anything herein to the contrary, if such Subsidiary continues to be wholly-owned by the Lead Borrower and/or one or more Subsidiaries thereof.

(c) The Lenders, the Issuing Banks and the other Secured Parties hereby authorize the Administrative Agent and the Collateral Agent, as applicable, to execute and deliver any instruments, documents, and agreements necessary or desirable to evidence and confirm the release of any Guarantor or Collateral (without recourse or warranty) pursuant to the foregoing provisions of this Section 10.22 and to return to the Lead Borrower all possessory collateral (including share certificates (if any)) held by it in respect of any Collateral so released, all without the further consent or joinder of any Lender or any other Secured Party. Any representation, warranty or covenant contained in any Loan Document relating to any such released Collateral or Guarantor (in its capacity as such) shall no longer be deemed to be made. In connection with any release permitted under this Section 10.22, the Administrative Agent and Collateral Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent and Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Lead Borrower and at the Borrowers' expense in connection with the release of any Liens created by any Loan Document in respect of such Subsidiary, property or asset; provided, that the Administrative Agent shall have received a certificate of a Responsible Officer of the Lead Borrower containing such certifications as the Administrative Agent shall reasonably request and any such release should be without recourse to or warranty by the Administrative Agent or Collateral Agent.

(d) Notwithstanding anything to the contrary contained herein or any other Loan Document, on the Termination Date, all Liens granted to the Collateral Agent by the Loan Parties on any Collateral and all obligations of the Borrowers and the other Loan Parties under any Loan Documents (other than such obligations that expressly survive the Termination Date pursuant to the terms hereof) shall, in each case, be automatically released and, upon request of the Lead Borrower, the Collateral Agent shall be authorized (without notice to, or vote or consent of, any Secured Party) to take such actions as shall be required to evidence the release its security interest in all Collateral (including returning to the Lead Borrower all possessory collateral (including all share certificates (if any)) held by it in respect of any Collateral), and to evidence the release of all obligations under any Loan Document (other than such obligations that expressly survive the Termination Date pursuant to the terms hereof), whether or not on the date of such release there may be any (i) Secured Obligations with respect to Secured Hedging Agreements or Secured Banking Services Agreements, in each case, not then due and payable and (ii) any contingent indemnification obligations or expense reimburse claims not then due; provided that the Collateral Agent shall have received a certificate of a Responsible Officer of the Lead Borrower containing such certifications as the Collateral Agent shall reasonably request. Any such release of obligations shall be deemed subject to the provision that such obligations shall be reinstated if after such release any portion of any payment in respect of the obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payment had not been made. The Borrowers agree to pay all reasonable and documented out-of-pocket expenses incurred by the Collateral Agent (and its representatives) in connection with taking such actions to release security interest in all Collateral and all obligations under the Loan Documents as contemplated by this Section 10.22(d).

(e) No Person shall have any voting rights under any Loan Document solely as a result of the existence of any Secured Obligations under any Secured Hedging Agreements or any Secured Banking Services Agreements constituting Secured Obligations. For the avoidance of doubt, no release of Collateral or Guarantors effected in the manner permitted by this Agreement shall require the consent of any holder of any obligations under any Secured Hedging Agreements or any Secured Banking Services Agreements constituting Secured Obligations.

Section 10.23 Acknowledgement Regarding Any Supported QFCs.

(a) To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any obligation with respect to Secured Hedging Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(i) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(ii) As used in this Section 10.26, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

Section 10.24 [Reserved].

Section 10.25 Canadian Anti-Money Laundering.

(a) Each of the Borrowers acknowledges that, pursuant to Anti-Terrorism Laws applicable from time to time in Canada (the "Canadian AML Legislation"), including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and Parts II.1 and XII.2 of the Criminal Code (Canada), the Agents and Lenders may be required to obtain, verify and record information regarding each Borrower, their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Borrowers, and the transactions contemplated hereby. Each Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any of the Agents or the Lenders, or any prospective assignee or participant of any of the Agents or Lenders, in order to comply with any applicable Canadian AML Legislation, whether now or hereafter in existence.

(b) If any of the Agents has ascertained the identity of a Borrower or any authorized signatories of a Borrower for the purposes of applicable Canadian AML Legislation, then such Agent:

(i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and such Agent within the meaning of applicable AML Legislation; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that none of the Agents has any obligation to ascertain the identity of the Borrowers or any authorized signatories of the Borrowers on behalf of any Lender, nor to confirm the completeness or accuracy of any information any of the Agents obtains from the Borrowers or any such authorized signatory in doing so.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BORROWER:

INSTANT BRANDS HOLDINGS INC.,

as the Lead Borrower

By: _____
Name:
Title:

INSTANT BRANDS INC.,

as the Canadian Borrower

By: _____
Name:
Title:

INSTANT BRANDS INTERMEDIATE HOLDINGS INC.,

as Holdings

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Administrative Agent, Issuing Bank, Swingline Lender and a Lender

By: _____
Name:
Title:

BANK OF AMERICA, N.A., (acting through its Canada Branch), as a Lender

By: _____
Name:
Title:

[LENDER],
as a Lender [and Issuing Bank]

By: _____
Name:
Title:

Schedule 6.22

Milestones

1. The Petition Date shall occur no later than June 12, 2023.

2. The Bankruptcy Court shall enter the Interim Order approving this Agreement and the DIP Term Credit Agreement on an interim basis in form and substance satisfactory to the Administrative Agent and the Required Revolving Lenders in their sole and absolute discretion no later than 3 days after the Petition Date; and the Canadian Court shall enter an order recognizing the Interim Order in the Canadian Recognition Proceedings in form and substance satisfactory to the Administrative Agent and the Required Revolving Lenders in their sole and absolute discretion no later than 10 days after entry of the Interim Order by the Bankruptcy Court.

3. The Debtors will deliver to the Administrative Agent the confidential information memorandum for a sale of substantially all of the Debtors' assets (the "Sale"), no later than 9 days after the Petition Date.

4. The Bankruptcy Court shall enter an order approving bidding procedures (the "Bid Procedures Order") for the Sale, in each case in form and substance satisfactory to the Administrative Agent and the Required Revolving Lenders in their sole and absolute discretion no later than 35 days after the Petition Date.

5. The Bankruptcy Court shall enter the Final Order approving this Agreement and the DIP Term Credit Agreement in form and substance satisfactory to the Administrative Agent and Required Revolving Lenders in their sole and absolute discretion no later than 35 days after the Petition Date; and the Canadian Court shall enter an order recognizing the Final Order in the Canadian Recognition Proceedings in form and substance satisfactory to the Administrative Agent and the Required Revolving Lenders in their sole and absolute discretion no later than 10 days after entry of the Final Order by the Bankruptcy Court.

6. If applicable, the deadline for submitting initial indications of interest with respect to a Sale will be 45 days after the Petition Date.

7. If applicable, the deadline for submitting qualified bids pursuant to the Bid Procedures Order will be no later than 70 days after the Petition Date.

8. If applicable, an auction to select a winning bid pursuant to the Bid Procedures Order will conclude no later than 77 days after the Petition Date.

9. If applicable, the Bankruptcy Court shall hold a hearing to approve the winning bid and will enter an order approving the Sale (a "Sale Order") in form and substance satisfactory to the Administrative Agent and Required Revolving Lenders in their sole and absolute discretion no later than 81 days after the Petition Date; and the Canadian Court shall enter an order recognizing the Sale Order in the Canadian Recognition Proceedings in form and substance satisfactory to the Administrative Agent and the Required Revolving Lenders in their sole and absolute discretion no later than 10 days after entry of the Sale Order by the Bankruptcy Court.

10. If a Sale Order is entered, the Sale will close no later than 87 days after the Petition Date.

It is further acknowledged and agreed that (x) during the pendency of the Cases, the Debtors, the Administrative Agent, the Required Revolving Lenders and the Required Lenders (under and as defined in the DIP Term Loan Agreement) may agree that the Debtors shall pursue a reorganization or other plan process and (y) in such eventuality, the Milestones set forth in this Schedule 6.22 may, with the consent of the Required Revolving Lenders, be amended and replaced with alternative milestones reflecting such reorganization or plan process.

EXHIBIT B

Term DIP Credit Agreement

SENIOR SECURED SUPERPRIORITY PRIMING DEBTOR-IN-POSSESSION CREDIT AGREEMENT

dated as of June [15], 2023

among

INSTANT BRANDS HOLDINGS INC.,
a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code,
as the Borrower,

INSTANT BRANDS ACQUISITION INTERMEDIATE HOLDINGS INC.,
a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code,
as Holdings,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS 1

Section 1.01 Defined Terms 1
Section 1.02 Other Interpretive Provisions 41
Section 1.03 Accounting Terms and Determinations 42
Section 1.04 Rounding 42
Section 1.05 Times of Day 42
Section 1.06 Timing of Payment or Performance 42
Section 1.07 [Reserved] 42
Section 1.08 [Reserved] 42
Section 1.09 Divisions 43
Section 1.10 [Reserved] 43
Section 1.11 Rates 43

ARTICLE II THE COMMITMENTS AND BORROWINGS 43

Section 2.01 The Loans 43
Section 2.02 Borrowings and Continuations of Loans 44
Section 2.03 [Reserved] 45
Section 2.04 [Reserved] 45
Section 2.05 Prepayments 45
Section 2.06 Termination or Reduction of Commitments 48
Section 2.07 Repayment of Loans 48
Section 2.08 Interest 48
Section 2.09 Fees 49
Section 2.10 Computation of Interest and Fees 50
Section 2.11 Evidence of Debt 50
Section 2.12 Payments Generally; Administrative Agent's Clawback 51
Section 2.13 Defaulting Lender 52
Section 2.14 Sharing of Payments by Lenders 53

ARTICLE III TAXES, INCREASED COSTS PROTECTION AND ILLEGALITY 54

Section 3.01 Taxes 54
Section 3.02 Illegality 57
Section 3.03 SOFR Option. 58
Section 3.04 Increased Costs 59
Section 3.05 Compensation for Losses 60
Section 3.06 Mitigation Obligations; Replacement of Lenders 60
Section 3.07 Survival 61
Section 3.08 Changes in Law; Impracticability or Illegality 61

ARTICLE IV CONDITIONS PRECEDENT 61

Section 4.01 Conditions to Closing Date 61
Section 4.02 Conditions to Availability of the Final Loan 64

Page

ARTICLE V REPRESENTATIONS AND WARRANTIES 65

Section 5.01 Organization; Powers 65
Section 5.02 Authorization; No Contravention 65
Section 5.03 Governmental Approvals; No Conflicts 65
Section 5.04 [Reserved] 66
Section 5.05 [Reserved] 66
Section 5.06 Litigation and Environmental Matters 66
Section 5.07 [Reserved] 66
Section 5.08 Properties 66
Section 5.09 Compliance with Laws and Agreements 67
Section 5.10 Taxes 67
Section 5.11 ERISA Compliance 67
Section 5.12 Capitalization and Subsidiaries 68
Section 5.13 Margin Regulations; Investment Company Act 68
Section 5.14 Disclosure 68
Section 5.15 [Reserved] 69
Section 5.16 [Reserved] 69
Section 5.17 Security Interest in Collateral 69
Section 5.18 Employment Matters 69
Section 5.19 Anti-Terrorism Law 69
Section 5.20 Anti-Corruption Laws and Sanctions 69

ARTICLE VI AFFIRMATIVE COVENANTS 71

Section 6.01 Financial Statements 71
Section 6.02 Certificates; Other Information 72
Section 6.03 Notices of Material Events 76
Section 6.04 Payment of Taxes 77
Section 6.05 Existence; Conduct of Business 77
Section 6.06 Maintenance of Properties 77
Section 6.07 Insurance 77
Section 6.08 Compliance with Laws 77
Section 6.09 Books and Records 77
Section 6.10 Inspection Rights 77
Section 6.11 Future Guarantees and Security 78
Section 6.12 [Reserved] 78
Section 6.13 Additional Collateral 78
Section 6.14 Use of Proceeds 78
Section 6.15 USA PATRIOT Act; Sanctions 79
Section 6.16 Further Assurances 79
Section 6.17 Maintenance of Ratings 79
Section 6.18 Post-Closing Requirements 80
Section 6.19 Change in Fiscal Year 80
Section 6.20 Certain Bankruptcy Matters. 80
Section 6.21 [Reserved]. 80
Section 6.22 Milestones 80

Page

ARTICLE VII NEGATIVE COVENANTS 80

Section 7.01 Liens 80
Section 7.02 [Reserved] 85
Section 7.03 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock 85
Section 7.04 Merger, Consolidation or Sale of All or Substantially All Assets 88
Section 7.05 Limitation on Sales of Assets and Subsidiary Stock 89
Section 7.06 Limitation on Restricted Payments 91
Section 7.07 [Reserved] 93
Section 7.08 Transactions with Affiliates 93
Section 7.09 [Reserved] 95
Section 7.10 [Reserved] 95
Section 7.11 [Reserved] 95
Section 7.12 [Reserved] 95
Section 7.13 Limitation on Investments 95
Section 7.14 [Reserved] 98
Section 7.15 Prepayments, Etc. of Indebtedness 98
Section 7.16 [Reserved] 98
Section 7.17 No Further Negative Pledges 98
Section 7.18 Permitted Activities of Holdings 99
Section 7.19 Use of Proceeds. Use any portion of the Loans or the Collateral: 100
Section 7.20 Chapter 11 Modifications 100
Section 7.21 Compliance With Approved Budget 101
Section 7.22 Additional Bankruptcy Matters 101
Section 7.23 Minimum Aggregate Excess Availability 102

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES 102

Section 8.01 Events of Default 102
Section 8.02 Remedies Upon Event of Default 107
Section 8.03 [Reserved] 107
Section 8.04 Application of Funds 107

ARTICLE IX AGENTS 108

Section 9.01 Appointment and Authority 108
Section 9.02 Rights as a Lender 109
Section 9.03 Exculpatory Provisions 109
Section 9.04 Reliance by Administrative Agent 112
Section 9.05 Delegation of Duties 112
Section 9.06 Resignation of Administrative Agent 112
Section 9.07 Non-Reliance on Administrative Agent and Other Lenders 113
Section 9.08 [Reserved]. 113
Section 9.09 Administrative Agent May File Proofs of Claim 113
Section 9.10 Collateral and Guaranty Matters 114
Section 9.11 Withholding Tax 114
Section 9.12 ERISA Matters 114
Section 9.13 Erroneous Payments. 115
Section 9.14 Survival 117

Page

ARTICLE X MISCELLANEOUS 117

Section 10.01 Amendments, Etc. 117
Section 10.02 Notices; Effectiveness; Electronic Communication 121
Section 10.03 No Waiver; Cumulative Remedies; Enforcement 123
Section 10.04 Expenses; Indemnity; Damage Waiver 123
Section 10.05 Payments Set Aside 125
Section 10.06 Successors and Assigns 126
Section 10.07 Treatment of Certain Information; Confidentiality 130
Section 10.08 Right of Setoff 131
Section 10.09 Interest Rate Limitation 131
Section 10.10 Counterparts; Integration; Effectiveness 131
Section 10.11 Survival of Representations and Warranties 132
Section 10.12 Severability 132
Section 10.13 Replacement of Lenders 132
Section 10.14 Governing Law; Jurisdiction Etc. 133
Section 10.15 [Reserved] 134
Section 10.16 Waiver of Jury Trial 134
Section 10.17 No Advisory or Fiduciary Responsibility 134
Section 10.18 Electronic Execution of Assignments and Certain Other Documents 135
Section 10.19 USA PATRIOT Act Notice 135
Section 10.20 ABL Intercreditor Agreement 135
Section 10.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions 135
Section 10.22 Release of Liens and Guarantees 136
Section 10.23 Acknowledgement Regarding Any Supported QFCs 137
Section 10.24 [Reserved] 138
Section 10.25 Canadian Anti-Money Laundering 138

Schedules:

Schedule 2.01	-	Lenders; Commitments
Schedule 5.08(a)	-	Real Property
Schedule 5.08(c)	-	Insurance
Schedule 5.12	-	Capitalization and Subsidiaries
Schedule 6.18	-	Post-Closing Requirements
Schedule 6.22	-	Milestones
Schedule 7.01	-	Existing Liens
Schedule 7.03	-	Existing Indebtedness
Schedule 7.08	-	Existing Transactions with Affiliates
Schedule 7.13	-	Existing Investments
Schedule 10.02	-	Notices

Exhibits:

Exhibit A	-	Form of Committed Loan Notice
Exhibit B	-	Form of Note
Exhibit C-1	-	Form of Assignment and Assumption
Exhibit C-2	-	Administrative Questionnaire
Exhibit D	-	[Reserved]
Exhibit E	-	Form of Guaranty
Exhibit F	-	[Reserved]
Exhibit G- 1	-	Form of Non-Bank Tax Certificate
Exhibit G-2	-	Form of Non-Bank Tax Certificate
Exhibit G-3	-	Form of Non-Bank Tax Certificate
Exhibit G-4	-	Form of Non-Bank Tax Certificate
Exhibit H	-	Form of Compliance Certificate
Exhibit I	-	Form of Approved Budget
Exhibit J	-	Form of Interim Order
Exhibit K	-	Form of Variance Report

This SENIOR SECURED SUPERPRIORITY PRIMING DEBTOR-IN-POSSESSION CREDIT AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of June [15], 2023, among INSTANT BRANDS HOLDINGS INC., a Delaware corporation and a Debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Borrower"), INSTANT BRANDS ACQUISITION INTERMEDIATE HOLDINGS INC., a Delaware corporation and a Debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code ("Holdings"), WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington"), as Administrative Agent and Collateral Agent, and each Lender from time to time party hereto.

PRELIMINARY STATEMENTS

WHEREAS, the Loan Parties (as defined herein) have commenced voluntary cases (the "Chapter 11 Cases") under Chapter 11 of the Bankruptcy Code (as defined herein) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court"), and the Loan Parties continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, Instant Brands Canada, in its capacity as foreign representative on behalf of the Debtors, filed or will file an application with the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada (the "Canadian Court") under Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") to recognize the Cases as "foreign main proceedings" and grant certain customary related relief (the "Canadian Recognition Proceedings");

WHEREAS, the Borrower has asked the Lenders to make post-petition loans and advances to the Borrower comprising a term loan facility in an aggregate principal amount of $132,500,000. The Lenders have severally, and not jointly, agreed to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth; and

WHEREAS, to provide security for the repayment of the Loans (as defined herein), and the payment of the other Secured Obligations (as defined herein) of the Loan Parties hereunder and under the Loan Documents (as defined herein), the Loan Parties will provide and grant to the Collateral Agent, for its benefit and the benefit of the Secured Parties, certain security interests, liens, and other rights and protections pursuant to the terms hereof, and security interests and liens pursuant to Sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, and super-priority administrative expense claims pursuant to Section 364(c)(1) of the Bankruptcy Code, and other rights and protections, as more fully described herein.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below. Unless otherwise defined herein, all terms defined in the UCC and used but not defined in this Agreement have the meanings specified in the UCC (or the equivalent term in the PPSA, as applicable):

"ABL Administrative Agent" means Bank of America, N.A., in its capacity as administrative agent and/or collateral agent for the lenders under the ABL DIP Credit Agreement and any successor thereto.

"ABL DIP Credit Agreement" means that certain Superpriority Senior Secured Priming Debtor-in-Possession Asset Based Revolving Credit Agreement, dated as of the date hereof, among Holdings, the Borrower, Instant Brands Canada, as the Canadian Borrower, the lenders party thereto from time to time and the ABL Administrative Agent, as amended, restated, supplemented or otherwise modified or refinanced or extended from time to time in accordance with the Loan Documents.

"ABL Intercreditor Agreement" means the ABL Intercreditor Agreement, dated as of October 9, 2020, by and among the Prepetition ABL Agent, the Prepetition Term Agent, the Borrower and the Guarantors.

"ABL Lenders" means "Lenders" as defined in the ABL DIP Credit Agreement.

"ABL Obligations" means all "Secured Obligations" as defined in the ABL DIP Credit Agreement.

"ABL Priority Collateral" means "ABL DIP Priority Collateral" as defined in the Interim Order.

"Acceptable Disclosure Statement" means the disclosure statement relating to an Acceptable Reorganization Plan in form and substance acceptable to the Required Lenders in their sole discretion.

"Acceptable Reorganization Plan" means a Plan of Reorganization for each of the Chapter 11 Cases that (i) provides for the payment in full in cash of all of the Secured Obligations on the date of consummation of such Plan of Reorganization, (ii) contains release, indemnification and other exculpatory provisions for the Agents, the Lenders, the Prepetition Term Agent and the Prepetition Term Lenders satisfactory to the Agents and the Required Lenders in their sole discretion and (iii) is otherwise in form and substance satisfactory to the Required Lenders in their sole discretion.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment.

"Administrative Agent" means Wilmington, in its capacity as administrative agent under the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02 or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire substantially in the form of Exhibit C-2 or in any other form approved by the Administrative Agent.

"Adverse Proceeding" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of Holdings, any Borrower, any Subsidiary Guarantor or any Subsidiary of the foregoing), at law or in equity, or before or by any Governmental Authority, domestic or foreign, whether pending or, to the knowledge of Holding, any Borrower or any Subsidiary Guarantor, threatened against Holdings, any Borrower, any Subsidiary Guarantor or any Subsidiary of the foregoing or any property thereof.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of

this definition, "control" when used with respect to any Person means the possession, directly or indirectly, of the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Affiliate Transaction" has the meaning specified in Section 7.08(a).

"Agency Fee Letter" means that certain Agency Fee Letter, dated as of June [15], 2023, by and among the Borrower and Agents.

"Agent Parties" has the meaning specified in Section 10.02(c).

"Agents" means, collectively, the Administrative Agent and the Collateral Agent.

"Agreement" has the meaning specified in the introductory paragraph hereto.

"AML Legislation" means applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and Parts II.1 and XII.2 of the Criminal Code (Canada).

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption, including the Foreign Corrupt Practices Act of 1977, as the same may be amended from time to time, and the Corruption of Foreign Public Officials Act (Canada), as the same may be amended from time to time.

"Anti-Terrorism Laws" has the meaning specified in Section 5.19.

"Applicable Rate" means, with respect to any Loan, a percentage per annum equal to: (a) for SOFR Loans, 10.00% and (b) for Base Rate Loans, 9.00%.

"Approved Budget" means a projected statement of sources and uses of cash for the Borrower and the other Debtors on a weekly basis for the following 13 calendar weeks including the anticipated uses of Loans provided hereunder and the Loans (as defined in the ABL DIP Credit Agreement) provided pursuant to the ABL DIP Credit Agreement for each week during such period, in substantially the form of Exhibit I hereto. As used herein, "Approved Budget" shall initially refer to the initial Approved Budget delivered in accordance with Section 4.01(f) and thereafter shall refer to the most recent budget delivered by the Borrower in accordance with Section 6.01(c), to the extent that the Borrower and the Required Lenders have approved such budget as the Approved Budget in their sole and absolute discretion.

"Approved Fund" means any Fund that is administered, advised or managed by (i) a Lender, (ii) an Affiliate of a Lender or (iii) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"Asset Disposition" means any direct or indirect sale, lease (other than an operating lease entered into in the ordinary course of business), transfer, issuance or other disposition, or a series of related sales, leases, transfers, issuances or dispositions that are part of a common plan, of shares of Capital Stock of a Subsidiary (other than directors' qualifying shares), property or other assets (each referred to for the purposes of this definition as a "disposition") by the Borrower or any of its Subsidiaries, including any disposition by means of a merger, amalgamation, consolidation or similar transaction.

"Asset Swap" means a concurrent purchase and sale or exchange of Related Business Assets (or assets which prior to their sale or exchange have ceased to be Related Business Assets of the Borrower or any of its Subsidiaries) between the Borrower or any of its Subsidiaries and another Person; provided that the Borrower or such Subsidiary, as the case may be, receives consideration at least equal to the fair market value (such fair market value to be determined on the date of the contractually agreeing to such transaction) as determined in good faith by the Borrower.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.06), and accepted by the Administrative Agent, in the form of Exhibit C-1 or any other form approved by the Administrative Agent and in the case of such Assignment and Assumption not substantially in the form of Exhibit C-1, the Borrower.

"Audited Financial Statements" means the audited consolidated balance sheet and related statements of income, stockholders' equity and cash flows of the Borrower and its Subsidiaries, as of and for the period ending December 31, 2022, including the related notes thereto and the reports thereon issued by independent public accountants of recognized national standing.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Backstop Fee" has the meaning specified in Section 2.09(c).

"Backstop Lender" has the meaning specified therefor in the Fronting Letter.

"Backstop Lender Advisors" means the advisors of certain of the Backstop Lenders, which advisors consist of Ropes & Gray LLP, Moelis & Company and Ankura Consulting Group, LLC.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Code" means, as applicable, Title 11 of the U.S. Code (11 U.S.C. §101 et seq), as now and hereafter in effect, or any successor statute, and any rule or regulation issued thereunder.

"Bankruptcy Court" has the meaning specified therefor in the recitals hereto.

"Bankruptcy Court DIP Orders" means the Interim Order and, upon entry thereof, the Final Order, as applicable.

"Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Floor, (b) the Federal Funds Rate in effect on such day plus 1/2 of 1%, (c) the Prime Rate in effect for such day and (d) Adjusted Term SOFR (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) plus 1.00% per annum. Each change in the Base Rate shall be effective from and including the date such change is publicly announced as being effective.

"Base Rate Borrowing" and "Base Rate Loan" mean a Loan or Borrowing that bears interest based on the Base Rate.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and a replacement of the applicable Benchmark has occurred pursuant to Section 3.03(e), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(e).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Required Lenders as the replacement Benchmark in their reasonable discretion; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative.

"Benchmark Transition Event" means, with respect to any then-current Benchmark the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), announcing or stating that (a) such administrator

has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component) or (b) all Available Tenors of such Benchmark (or such component) are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Board of Directors" means, as to any Person, the board of directors or managers (or other equivalent governing body), as applicable, of such Person or any duly authorized committee thereof.

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means a borrowing consisting of simultaneous Loans of the same Type and, in the case of SOFR Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

"Budget Event" shall mean any of the following:

(a) the aggregate amount of actual receipts during any Budget Testing Period shall be less than the aggregate receipts in the Approved Budget for such Budget Testing Period by an amount greater than the Permitted Variance (this clause (a), the "Budgeted Receipts Test"); or

(b) the aggregate amount of actual disbursements during any Budget Testing Period shall exceed the projected aggregate disbursements in the Approved Budget for such Budget Testing Period by an amount greater than the Permitted Variance (this clause (b), the "Budgeted Disbursements Test").

"Budget Testing Date" means (a) with respect to any Budgeted Disbursements Test, (i) the second Friday after the Petition Date (i.e. June 23, 2023) and (ii) each Friday of each week thereafter and (b) with respect to any Budgeted Receipts Test, (i) the fourth Friday after the Petition Date (i.e. July 7, 2023) and (ii) each Friday of each week thereafter.

"Budget Testing Period" means, as of any date of determination, the period beginning on the applicable Budget Testing Period Commencement Date and ending on the Budget Testing Date

immediately succeeding such date of determination. For the avoidance of doubt, each Budget Testing Period ending on or after July 7, 2023 shall be a four calendar week period.

"Budget Testing Period Commencement Date" means (a)(i) with respect to any Budgeted Disbursements Test conducted on any Budget Testing Date occurring on or prior to July 7, 2023, in each case, the first Sunday prior to the Petition Date (i.e. June 11, 2023) and (ii) with respect to any Budgeted Disbursements Test conducted on the Budget Testing Date occurring on or after July 14, 2023, (x) the first Sunday after the Petition Date (i.e. June 18, 2023) and (y) each Sunday of each week thereafter, respectively and (b)(i) with respect to any Budgeted Receipts Test conducted on the first Budget Testing Date in respect thereof occurring on July 7, 2023, the first Sunday prior to the Petition Date (i.e. June 11, 2023) and (ii) with respect to any Budgeted Receipts Test conducted on any Budget Testing Date occurring on or after July 14, 2023, (x) the first Sunday after the Petition Date (i.e. June 18, 2023) and (y) each Sunday of each week thereafter, respectively. For the avoidance of doubt, with respect to any Budget Testing Date occurring on or after July 7, 2023, the applicable Budget Testing Period Commencement Date shall in each case be the fourth Sunday preceding such Budget Testing Date.

"Budgeted Disbursements Test" has the meaning specified in clause (b) of the definition of "Budget Event".

"Budgeted Receipts Test" has the meaning specified in clause (a) of the definition of "Budget Event".

"Business Day" means any day other than a Saturday, Sunday or other day which is a federal holiday or any day on which commercial banks are authorized or obligated by law, regulation or executive order to remain closed; provided that for purposes of determining the borrowing, payment or continuation of, or determination of interest rate on, SOFR Loans, "Business Day" shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Canadian Court" has the meaning specified in the recitals hereto.

"Canadian Defined Benefit Plan" shall mean a Canadian Pension Plan with a "defined benefit provision" as such term is defined in the Income Tax Act (Canada).

"Canadian Loan Party" shall mean any Loan Party that is organized or incorporated under the laws of Canada or any province or territory thereof.

"Canadian Multi-Employer Plan" shall mean a "multi-employer pension plan", as such term is defined in the Pension Benefits Act (Ontario), or any equivalent under pension standards legislation of another jurisdiction in Canada, to which any Loan Party contributes or has or may have any obligation to contribute for its employees or former employees employed in Canada.

"Canadian Pension Event" shall mean (i) the issuance of any notice, order or charge which may give rise to the imposition of any fine or penalty to or in respect of any Canadian Pension Plan or the issuance of such fine or penalty, (ii) the failure by any Loan Party or Subsidiary to remit any contribution to a Canadian Pension Plan or Canadian Multi-Employer Plan when due or the receipt of any notice from an administrator, a trustee or other funding agent or any other Person that any Loan Party or Subsidiary has failed to remit any contribution to a Canadian Pension Plan or Canadian Multi-Employer Plan or a similar notice from a Governmental Authority relating to a failure to pay any fees or other amounts, (iii) the occurrence of any transaction that is prohibited under any applicable Requirements of Law that would reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or

(iv) the imposition on any Loan Party or any Subsidiary of any fine, excise tax or penalty resulting from any noncompliance with any applicable requirement of Law.

"Canadian Pension Plan" shall mean a pension plan or plan that is a "registered pension plan" as defined in the Income Tax Act (Canada) or that is subject to the funding requirements of the Pension Benefits Act (Ontario), or any similar pension benefits standards legislation in any Canadian jurisdiction, and which is maintained or contributed to by, or to which there is or may be an obligation to contribute by any Loan Party or Subsidiary in respect of its employees or former employees employed in Canada, and for greater certainty does not include a Canadian Multi-Employer Plan or the Canada Pension Plan or Quebec Pension Plan.

"Canadian Pension Termination Event" shall mean (i) the termination or wind-up in whole or in part of a Canadian Defined Benefit Plan, (ii) the occurrence of any circumstance or event that would provide any basis for a Governmental Authority to take steps to cause the termination or wind-up, in whole or in part, of any Canadian Defined Benefit Plan, (iii) the issuance of a notice (or a notice of intent to issue such a notice) to cause the termination or wind-up in whole or in part any Canadian Defined Benefit Plan; (iv) the occurrence of any circumstance or event that would provide any basis for a Governmental Authority to take steps to revoke the registration or appoint a new administrator of a Canadian Defined Benefit Plan; and (v) the receipt of a notice of intent from a Governmental Authority to revoke the registration or appoint a new administrator of a Canadian Defined Benefit Plan.

"Canadian Recognition Proceedings" has the meaning specified in the recitals hereto.

"Canadian Security Agreement" means, collectively, the Canadian Security Agreement, dated as of the Closing Date among each Canadian Loan Party and Wilmington, as Collateral Agent, as it may be amended, amended and restated, supplemented or otherwise modified from time to time, together with each security agreement supplement executed and delivered by a Canadian Loan Party pursuant to Section 6.11.

"Canadian Subsidiary" means any Subsidiary of Holdings formed and existing under the laws of Canada or any province or territory thereof.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock and limited liability or partnership interests (whether general or limited), but excluding any debt securities convertible into such equity.

"Capitalized Lease Obligation" means, as applied to any Person and subject to Section 1.03(c), an obligation that is required to be classified and accounted for as a financing or capitalized lease (and not, for the avoidance of doubt, as a straight-line or operating lease) on both the balance sheet and income statement of such Person for financial reporting purposes in accordance with GAAP as in effect on December 31, 2017, and the amount of Indebtedness represented by such obligation will be the amount thereof accounted for as a liability on a balance sheet (excluding the footnotes thereto) of such Person at the time any determination thereof is to be made as determined in accordance with GAAP as in effect on December 31, 2017, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

"Carve Out" has the meaning specified in the Bankruptcy Court DIP Order.

"Cash Equivalents" means:

(1) Dollars, or in the case of the Borrower, any Canadian Subsidiary or any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(2) securities issued or directly and fully guaranteed or insured by the U.S. Government or any agency or instrumentality of the United States or the Canadian government or any agency or instrumentality of Canada (provided that the full faith and credit of the U.S. Government or Canada, as applicable, is pledged in support thereof), having maturities of not more than one year from the date of acquisition;

(3) marketable general obligations issued by any state of the United States or the federal government or any province or territory of Canada, or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition of the United States (provided that the full faith and credit of the United States is pledged in support thereof) or the federal government or any province or territory of Canada (provided that the full faith and credit of Canada is pledged in support thereof) and, at the time of acquisition, having a credit rating of "A" or better from either S&P or Moody's;

(4) demand deposit accounts maintained in the ordinary course of business;

(5) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any commercial bank having combined capital and surplus in excess of $500,000,000;

(6) repurchase or reverse purchase obligations with a term of not more than thirty (30) days for underlying securities of the types described in clauses (2), (3) and (5), entered into with any bank meeting the qualifications specified in clause (5) above;

(7) commercial paper rated at the time of acquisition thereof at least "A-2" or the equivalent thereof by S&P, "P-2" or the equivalent thereof by Moody's; or carrying an equivalent rating by a nationally recognized rating agency, if two of the three named rating agencies cease publishing ratings of investments, and in any case maturing within one year after the date of acquisition thereof;

(8) solely with respect to any Subsidiary that is a Foreign Subsidiary, investments of comparable tenor and credit quality to those described in clauses (1) through (7) above customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes; and

(9) interests in any investment company or money market fund that invests 95% or more of its assets in instruments of the type specified in clauses (1) through (8) above.

"Cash Management Orders" has the meaning specified in Section 4.01(i).

"Casualty" means any casualty, loss, damage, destruction or other similar loss with respect to real or personal property or improvements.

"CCAA" has the meaning specified in the recitals hereto.

"CFC" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (i) the adoption or taking effect of any law, rule, regulation or treaty; (ii) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority; or (iii) the compliance by any Lender with any written request, guideline or directive (whether or not having the force of law, but if not having force of law, then being one with which the relevant party would customarily comply) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. No. 111-203) and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued and with respect to any Lender claiming increasing costs or charges pursuant to Section 3.01 or 3.04, only to the extent such Lender imposes the same charges on other similarly situated borrowers under comparable facilities.

"Change of Control" means the occurrence of any of the following:

(1) the Permitted Holders shall cease to beneficially own, either directly or indirectly (within the meaning of Rules 13d-3 or 13d05 under the Exchange Act), Capital Stock representing more than 50% of the total voting power of the Voting Stock of Holdings (or its successor by merger, amalgamation, consolidation or purchase of all or substantially all of its assets); or

(3) Holdings shall cease to own, directly or indirectly, 100% of the Equity Interests in the Borrower (other than in connection with a merger, amalgamation or consolidation permitted under Section 7.04, (after which Holdings continues to own, directly or indirectly, 100% of the Equity Interests in the surviving Borrower)).

Notwithstanding the foregoing: (i) any holding company whose only significant asset is Capital Stock of the Borrower or any of its direct or indirect parent companies shall not itself be considered a "person" or "group" for purposes of clause (1) above; (ii) the term "Change of Control" shall not include a merger, amalgamation or consolidation of the Borrower with, or the sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the Borrower's assets to, an Affiliate incorporated or organized solely for the purpose of reincorporating or reorganizing the Borrower in another jurisdiction in the United States and/or for the sole purpose of forming or collapsing a holding company structure; and (iii) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock purchase agreement, merger agreement or similar agreement (or voting or option agreement related thereto) until the consummation of the transactions contemplated by such agreement.

"Chapter 11 Cases" has the meaning specified in the recitals hereto.

"Closing Date" means June [15], 2023, which is the first date on which all conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 4.01.

"Code" means the United States Internal Revenue Code of 1986.

"Collateral" means any and all property and tangible and intangible assets of any Loan Party, whether now owned or hereafter acquired other than Excluded Property.

"Collateral Agent" means Wilmington, in its capacity as "Collateral Agent" under this Agreement, the other Loan Documents, the ABL Intercreditor Agreement and the other Collateral Documents (including the Bankruptcy Court DIP Orders), and any successor thereto in such capacity.

"Collateral and Guarantee Requirement" means, at any time, subject to (x) any applicable limitations set forth in this Agreement (including Sections 6.11 and 6.13), the Guaranty or the other Loan Documents and (y) the time periods (and extensions thereof) set forth in Sections 6.11, 6.13 and 6.18, the requirement that:

(a) the Administrative Agent shall have received from (i) each US Loan Party, (A) either (x) a counterpart of the Guaranty duly executed and delivered on behalf of such Person or (y) in the case of any such Person that becomes or is required to become a US Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Guaranty in accordance with Section 6.11, duly executed and delivered on behalf of such Person and (B) either (x) a counterpart of the US Security Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes or is required to become a US Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), a supplement to the US Security Agreement in accordance with Section 6.11, duly executed and delivered on behalf of such Person, in each case of this clause (a)(i)(y) together with documents of the type referred to in Section 4.01(a)(ii) and (iii); (ii) each Canadian Loan Party, (A) either (x) a counterpart of the Guaranty duly executed and delivered on behalf of such Person or (y) in the case of any such Person that becomes or is required to become a Canadian Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Guaranty in accordance with Section 6.11, duly executed and delivered on behalf of such Person and (B) either (x) a counterpart of the Canadian Security Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes or is required to become a Canadian Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Canadian Security Agreement in accordance with Section 6.11, duly executed and delivered on behalf of such Person, in each case of this clause (a)(ii)(y) together with documents of the type referred to in Section 4.01(a)(ii) and (iii); and (iii) each Loan Party, either (x) an acknowledgement counterpart of the ABL Intercreditor Agreement duly executed and delivered on behalf of such Person or (y) in the case of any such Person that becomes or is required to become a Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary), an executed acknowledgement to the ABL Intercreditor Agreement if the ABL DIP Credit Agreement is then-outstanding, in the form specified therein or in another form as may be reasonably agreed by the Administrative Agent and the Required Lenders; and

(b) (x) the Secured Obligations shall have been secured by a valid and perfected first-priority security interest in substantially all tangible and intangible assets of the Loan Parties (other than Excluded Property and as more fully set forth the Bankruptcy Court DIP Orders) and (y) the Collateral Agent shall have received from each Subsidiary that is required to comply with the requirements set forth in this definition pursuant to Section 6.11, (i) if such Subsidiary owns issued, registered or applied for (A) patents, (B) industrial designs, (C) trademarks and/or (D) copyrights that constitute Collateral, Intellectual Property Security Agreements contemplated by the applicable Security Agreement for filing with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office, as applicable; (ii) (x) with respect to each Canadian Loan Party, all Instruments, Documents of Title and Chattel Paper (in each case, as defined in the PPSA) of the Canadian Loan Party required to be delivered pursuant to the Canadian Security Agreement and (y) with respect to each US Loan Party, all Instruments and Chattel Paper (in each case, as defined in the UCC) of such Subsidiary required to be delivered pursuant to the US Security Agreement; (iii) PPSA or UCC financing statements, as applicable, or financing change statements in appropriate form for filing in such jurisdictions as the Required Lenders may reasonably request; (iv) the certificates, if any, representing all of the certificated Equity Interests of the Borrower and each other applicable Subsidiary (other than any such Equity Interests constituting Excluded Property),

together with undated stock powers or other appropriate instruments of transfer executed and delivered in blank by a duly authorized officer of the holder(s) of such Equity Interests, and all "Intercompany Notes" (as defined in the applicable Security Agreement) owing to any Loan Party together with instruments of transfer executed and delivered in blank by a duly authorized officer of the applicable Loan Party; and (v) control agreements with respect to deposit accounts and securities accounts as contemplated by the applicable Security Agreement.

Notwithstanding anything to the contrary herein or in any other Loan Document, (i) the Required Lenders may grant extensions of time (including after the expiration of any relevant period, which apply retroactively) for the creation and perfection of security interests in, or obtaining of title insurance, legal opinions, surveys or other deliverables with respect to, particular assets or the provision of any Guaranty by any Subsidiary, and each Lender hereby consents to any such extension of time, (ii) any Lien required to be granted from time to time pursuant to the definition of "Collateral and Guarantee Requirement" shall be subject to the exceptions and limitations set forth in the Bankruptcy Court DIP Order or the Collateral Documents, (iii) other than with respect to any deposit account or securities account subject to the control of the ABL Administrative Agent while the ABL Obligations remain outstanding under the ABL DIP Credit Agreement, perfection by control shall not be required with respect to any asset requiring perfection through control agreements or other control arrangements, including deposit accounts, securities accounts and commodities accounts (other than control of pledged Capital Stock and/or Instruments, in each case, constituting Collateral and are required to be pledged and delivered to the Collateral Agent pursuant to the Bankruptcy Court DIP Order, the Collateral Documents or this Agreement) and no blocked account agreement, account control agreement or similar agreement shall be required, (iv) no Loan Party shall be required to seek any landlord waiver, bailee letter, estoppel, warehouseman waiver or other collateral access or similar letter or agreement, (v) other than with respect to Capital Stock issued by, and assets of, any Foreign Subsidiary that becomes a Guarantor as set forth in the definition of "Subsidiary Guarantor" or any Intermediate Parent that is a Foreign Subsidiary, no Loan Party will be required to (1) take any action or grant or perfect any security interest in any asset located outside of the U.S. or Canada or conduct any foreign lien search (other than any lien search in Canada), (2) execute any foreign law guarantee, security agreement, pledge agreement, mortgage, deed or charge (other than any guarantee or Collateral Document governed by the laws of Canada), (3) make any Intellectual Property filing, conduct any Intellectual Property search or prepare any Intellectual Property schedule with respect to any Intellectual Property assets of any Loan Party, in each case, in any jurisdiction outside the United States or Canada or (4) or enter into any source code escrow arrangement, (vi) in no event will the Collateral include any Excluded Property, (vii) no action shall be required to perfect any Lien with respect to (x) any vehicle or other asset subject to a certificate of title and/or (y) Letter-of-Credit Rights (as defined in Article 9 of the UCC), in each case to the extent that a security interest therein cannot be perfected by filing a Form UCC-1 (or equivalent under the PPSA) "all assets" financing statement without the requirement to list any VIN, serial or other number and (viii) no Loan Party shall be required to grant a Lien on, or require the perfection of any Lien granted in, those assets as to which the cost, burden, difficulty or consequence (including any effect on the ability of the relevant Loan Party to conduct its operations and business in the ordinary course of business) of obtaining or perfecting such Lien (including any mortgage, stamp, intangibles or other tax or expenses relating to such Lien) outweighs, or is excessive in relation to, the benefit to the Lenders of the security afforded thereby as determined in good faith by the Borrower and the Required Lenders (provided that, this clause shall not apply to any cost, burden, difficulty, or consequence under Section 956 of the Code with respect to any pledge of the stock of any Canadian Subsidiary or (without prejudice to the limitation under clause (b) of "Excluded Property" definition) any assets directly owned by any Canadian Subsidiary).

Notwithstanding the foregoing, (i) no action shall be required to create or perfect a Lien in any asset in respect of which the creation or perfection of a security interest therein would (1) be prohibited by enforceable anti-assignment provisions (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) set forth in any contract that is permitted or otherwise not prohibited

by the terms of this Agreement (after giving effect to the applicable anti-assignment provisions (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable Requirements of Law), (2) violate the terms of any contract in effect on the Closing Date or any contract of a Subsidiary upon the acquisition of such Subsidiary by the Borrower or any Subsidiary (and not entered into in contemplation thereof) relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement or other applicable Requirements of Law, in each case, after giving effect to the applicable anti-assignment provisions (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable Requirements of Law or (3) trigger termination of any contract in effect on the Closing Date or any contract of a Subsidiary upon the acquisition of such Subsidiary by the Borrower or any Subsidiary (and not entered into in contemplation thereof) relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement pursuant to any "change of control" or similar provision, in each case, after giving effect to the applicable anti-assignment provisions (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable Requirements of Law, it being understood that the Collateral shall include any proceeds and/or receivables arising out of any contract described in this clause (other than Excluded Property) to the extent the assignment of such proceeds or receivables is expressly deemed effective under the UCC, PPSA or other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right, (ii) no Loan Party shall be required to create or perfect a security interest in any asset to the extent the creation or perfection of a security interest in such asset would (A) be prohibited under any applicable Requirements of Law, after giving effect to any applicable anti-assignment provision (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable law and other than proceeds thereof (other than Excluded Property) to the extent that the assignment of such proceeds is effective under the UCC, PPSA or other applicable Requirements of Law notwithstanding such Requirements of Law, (B) require any governmental consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained), after giving effect to any applicable anti-assignment provision (taking into account the imposition of the automatic stay under Section 362 of the Bankruptcy Code) of the UCC, PPSA or other applicable Requirements of Law and other than proceeds thereof (other than Excluded Property) to the extent that the assignment of such proceeds is effective under the UCC, PPSA or other applicable Requirements of Law notwithstanding such consent or restriction and/or (C) result in material adverse tax consequences (provided that, this clause (C) shall not apply to any adverse tax consequences, burden, or cost under Section 956 of the Code with respect to any Canadian Subsidiary) or adverse regulatory consequences to any Loan Party or any of its Subsidiaries or Parent Entities as determined by the Borrower in good faith following consultation with the Required Lenders, (iii) any joinder or supplement to any Guaranty, any Collateral Document and/or any other Loan Document executed by any Subsidiary that is required to become a Loan Party pursuant to Section 6.11 may, with the consent of the Required Lenders (not to be unreasonably withheld, conditioned or delayed), include such schedules (or updates to schedules) as may be necessary to qualify any representation or warranty set forth in any Loan Document to the extent necessary to ensure that such representation or warranty is true and correct to the extent required thereby or by the terms of any other Loan Document and (iv) no Loan Party will be required to take any action required under the Federal Assignment of Claims Act or any similar law.

Notwithstanding the foregoing, the Borrower may from time to time, upon notice to the Administrative Agent, elect to cause any and all property and tangible and intangible assets of any Loan Party, whether now owned or hereafter acquired, that would otherwise be Excluded Property to become Collateral hereunder and under the applicable Collateral Documents (but shall have no obligation to do so), subject to the satisfaction of the guarantee and collateral requirements consistent with the Collateral and Guarantee Requirement or otherwise reasonably acceptable to the Borrower, the Administrative Agent, and the Required Lenders. "Collateral Documents" means, collectively, the US Security Agreement, the Canadian Security Agreement, the Intellectual Property Security Agreements, the Bankruptcy Court DIP

Order and the other security agreements, pledge agreements, agency agreements and other instruments and documents executed and delivered pursuant to this Agreement or any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time and pursuant to which Collateral is pledged, assigned or granted (or purported to be pledged, assigned or granted) to or on behalf of the Collateral Agent for the benefit of the Secured Parties or notice of such pledge, assignment or grant is given.

"Commitment" means the obligation of the Fronting Lender to make a Loan to the Borrower hereunder, expressed as an amount representing the maximum principal amount of the Loans to be made by such Lender under this Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2.06 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption Agreement. The initial amount of the Fronting Lender's Commitment is set forth on Schedule 2.01 under the caption "Commitment" or, otherwise, in the Assignment and Assumption Agreement, pursuant to which such Lender shall have assumed its Commitment, as the case may be. The initial aggregate amount of the Commitments is $132,500,000.

"Commitment Fee" has the meaning specified in Section 2.09(a).

"Committed Loan Notice" means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other or (c) a continuation of SOFR Loans pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit A.

"Commodity Agreement" means any commodity futures contract, commodity option or other similar agreement or arrangement entered into by the Borrower or any of its Subsidiaries designed to protect the Borrower or any of its Subsidiaries against fluctuations in the price of commodities actually used in the ordinary course of business of the Borrower and its Subsidiaries.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

"Common Stock" means with respect to any Person, any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person's common stock whether or not outstanding on the Closing Date, and includes, without limitation, all series and classes of such common stock.

"Compensation Period" has the meaning specified in Section 2.12(c)(ii).

"Compliance Certificate" means a certificate in substantially the form of Exhibit H.

"Condemnation" means any taking by a Governmental Authority of property or assets, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, by reason of any public improvement or condemnation or in any other manner.

"Confidential Information" has the meaning specified in Section 10.07.

"Consigned Precious Metals" means any ore or precious metal which has been consigned by a Loan Party pursuant to the terms of a Precious Metals Lease permitted hereunder.

"Consigned Precious Metals Collateral" has the meaning specified in the definition of Excluded Property.

"Contractual Obligation" means as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Credit Bid Sale Transaction" means a sale transaction pursuant to which the Prepetition Term Lenders and/or Lenders credit bid the Prepetition Term Obligations.

"Currency Agreement" means, in respect of a Person, any foreign exchange contract, currency swap agreement, futures contract, option contract or other similar agreement as to which such Person is a party or a beneficiary.

"Debtor Relief Laws" means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, winding-up or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally and including (without limitation) the arrangement provisions of any corporate statute governing any corporation formed under the laws of Canada or any province or territory thereof.

"Debtors" has the meaning specified therefor in the recitals hereto.

"Default" means any event that is, or after notice or the passage of time or both would be, an Event of Default.

"Default Rate" means an interest rate equal to (a) the Base Rate plus (b) the Applicable Rate plus (c) 2.00% per annum; provided that with respect to a SOFR Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan, plus 2.00% per annum, in each case to the fullest extent permitted by applicable Laws.

"Defaulting Lender" means any Lender as determined by the Administrative Agent in its reasonable discretion, that (a) has failed to fund any portion of its Loans in accordance with the terms and conditions of this Agreement within two (2) Business Days of the date required to be funded by it under this Agreement, (b) has notified the Borrower, the Administrative Agent or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its required funding obligations under this Agreement or required funding obligations under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such confirmation by Administrative Agent and the Borrower, (d) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e)(i) is not Solvent (solely for the purposes of this clause (e), references to "Loan Parties" in the definition of "Solvent" shall be deemed to be references to such Lender or its parent company or material Subsidiary, as applicable), (ii) has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, interim receiver, receiver and manager, monitor, conservator, trustee, custodian or similar official appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or

insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or (iii) has become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender or (f) has a parent company or material Subsidiary as to which one of the events in clauses (a) through (f) occurs.

"DIP Lender" has the meaning specified therefor in the Fronting Letter.

"DIP Proceeds Account" means a deposit account of the Borrower maintained at a commercial bank acceptable to the Administrative Agent and the Required Lenders.

"DIP Superpriority Claim" means allowed superpriority expense claims pursuant to Bankruptcy Code Sections 364(c)(1), 503 and 507 granted by the Bankruptcy Court DIP Order.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures (excluding any maturity as a result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Stock) pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock that is convertible or exchangeable solely at the option of the Borrower or a Subsidiary); or

(3) is redeemable at the option of the holder of the Capital Stock (other than for Qualified Stock) in whole or in part,

in each case on or prior to the date that is 91 days after the earlier of the date (a) of the Maturity Date or (b) on which there are no Loan Obligations outstanding; provided that only the portion of Capital Stock that so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock; provided, further, that any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Borrower to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (each defined in a substantially similar manner to the corresponding definitions in this Agreement) shall not constitute Disqualified Stock if the terms of such Capital Stock (and all such securities into which it is convertible or for which it is ratable or exchangeable) provide that the Borrower may not repurchase or redeem any such Capital Stock (and all such securities into which it is convertible or for which it is ratable or exchangeable) pursuant to such provision prior to compliance by the Borrower with Section 7.05 and such repurchase or redemption complies with Section 7.06.

"Dividing Person" has the meaning specified in the definition of "Division."

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement

pursuant to the Laws of the State of Delaware (or any comparable event under the Laws of any other applicable jurisdiction)), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Division Successor" means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

"Dollar" and "$" means the lawful money of the United States.

"Domestic Subsidiary" means any Subsidiary of Holdings that is a Canadian Subsidiary or a US Subsidiary.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electing DIP Term Lender" has the meaning specified in Section 2.01(b).

"Election Deadline" means 5:00 p.m. (New York City time) on the date that is one (1) Business Days after the Closing Date.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 10.06(b)(iii), (iv) and (v) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

"Environment" means ambient air, indoor air, surface water, groundwater, drinking water, land surface, sediments, and subsurface strata & natural resources such as wetlands, flora and fauna.

"Environmental Law" means any applicable federal, state, local or foreign Laws relating to pollution or the protection of the Environment or human health or safety in relation to exposure to Hazardous Materials, as well as laws and regulations relating to Hazardous Materials.

"Environmental Liability" means any liability, obligation, loss, claim, action, suit, order or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Loan Party or any of their respective Subsidiaries directly or indirectly arising from, resulting from or based upon (i) actual or alleged violation of any Environmental Law, (ii) the generation, use, handling, transportation, storage or treatment of any Hazardous Materials, (iii) exposure to any Hazardous Materials, (iv) the Release or threatened Release of any Hazardous Materials or (v) any

contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is under common control with any Loan Party and is treated as a single employer within the meaning of Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(m) or (o) of the Code.

"ERISA Event" means (i) a Reportable Event with respect to a Pension Plan; (ii) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (iii) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan, notification of any Loan Party or ERISA Affiliate concerning the imposition of Withdrawal Liability or notification that a Multiemployer Plan is insolvent within the meaning of Title IV of ERISA or, is in endangered or critical status, within the meaning of Section 305 of ERISA; (iv) the receipt by any Loan Party or ERISA Affiliate from the PBGC or plan administrator of a notice of intent to terminate, the treatment of a plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (v) an event or condition which would reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (vi) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate; (vii) a determination that any Pension Plan is in "at-risk" status (within the meaning of Section 303(i)(4)(A) of ERISA or Section 430(i)(4)(A) of the Code); (viii) with respect to a Pension Plan, the failure to satisfy the minimum funding standard of Section 412 of the Code and Section 302 of ERISA, whether or not waived; or (ix) the failure to make by its due date a required contribution to a Pension Plan under Section 430(j) of the Code or the failure to make a required contribution to a Multiemployer Plan.

"Erroneous Payment" has the meaning specified in Section 9.13(a).

"Erroneous Payment Subrogation Rights" has the meaning specified in Section 9.13(d).

"Escrow Debt" means Indebtedness incurred in connection with any transaction permitted hereunder for so long as proceeds thereof have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of such proceeds to finance such transaction.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning specified in Section 8.01.

"Event of Loss" means, with respect to any Collateral, any (1) Casualty of such Collateral, (2) Condemnation or seizure (other than pursuant to foreclosure or confiscation or requisition of the use of such Collateral) or (3) settlement in lieu of clause (2) above, in each case having a fair market value in excess of $500,000.

"Exchange Act" means the Securities Exchange Act of 1934, and the rules and regulations of the SEC promulgated thereby.

"Excluded Accounts" means (i) any deposit account, securities account, commodities account or other account of any Loan Party (and all cash, Cash Equivalents and other securities or investments held therein) exclusively used to hold funds in trust for the benefit of third parties for all or any of the following purposes: (A) payroll, healthcare and other employee wage and benefits, (B) taxes, including any tax account or sales tax account, (C) any escrow, defeasance or redemption account or (D) any fiduciary or trust account.

"Excluded Hedging Obligation" means, with respect to any Guarantor, any Hedging Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Hedging Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Hedging Obligation. If a Hedging Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Hedging Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"Excluded Property" means shall mean the following:

(a) [reserved];

(b) (x) any Equity Interests of a Person that is not the Borrower or a Wholly-Owned Subsidiary to the extent that a pledge of such Equity Interests is prohibited by such Person's Organization Documents or would trigger termination pursuant to any "change of control" or similar provision pursuant to the terms of such Person's Organization Documents (it being understood that no Loan Party shall be required to seek the consent of third parties thereunder) and (y) any Equity Interests constituting "margin stock" (as defined in Regulation U);

(c) [reserved];

(d) unless otherwise permitted pursuant to the Bankruptcy Code, any property to the extent and for so long as the grant of a security interest therein would violate applicable Law or which would require governmental (including regulatory) consent, approval, license or authorization to provide such security interest (to the extent such consent, approval, license or authorization has not been obtained (it being understood that no Loan Party shall be required to obtain any such consent, approval, license or authorization));

(e) any right, title or interest in any general intangible, permit, license, lease, contract or other agreement or any property or right subject thereto (including pursuant to a purchase money security interest, Capitalized Lease Obligation or similar arrangement permitted pursuant to this Agreement), in each case to the extent and for so long as the grant of security interest therein constitutes a breach of or default that would be enforceable after giving effect to the automatic stay under Section 362 of the Bankruptcy Code and is under, or results in the termination of or requires a consent not obtained under, any such permit, contract, lease, license or other agreement, or results in the invalidation of such property or provides any party to such contract, lease, license or agreement with a right of termination (in each case, after giving effect to Sections 9-406, 9-407, 9-408 and 9-409 of the UCC (or equivalent under the

PPSA); provided that, this exclusion shall in no way be construed to limit, impair or otherwise affect Collateral Agent's unconditional continuing security interests in and Liens upon any rights or interests of any Loan Party in or to monies due or to become due to any Loan Party under any such lease, contract, license or license agreement (including any Receivables Assets);

(f) any "intent-to-use" applications for trademarks or service marks filed in the United States Patent and Trademark Office ("USPTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any such application or registration issuing from such application under applicable federal laws;

(g) any Excluded Account described in clause (i) or (ii) of the definition thereof;

(h) any leasehold interests in Real Property to the extent that a lien therein cannot be granted without the consent, approval or authorization from the counterparty to the applicable lease (to the extent such consent, approval or authorization has not been obtained or waived);

(i) any governmental or regulatory license or state or local franchise, charter, consent, permit or authorization to the extent the granting of a security interest therein is prohibited or restricted thereby or by applicable Law to the extent such prohibition is enforceable on and after the Petition Date;

(j) [reserved];

(k) [reserved];

(l) [reserved];

(m) [reserved];

(n) any asset if either granting a security interest in such asset would reasonably be expected to result in material adverse tax consequences (after taking into account NOLs) or adverse regulatory consequences to the Borrower or any of its Subsidiaries or Parent Entities to the extent such consequences would be enforceable on and after the Petition Date (provided that, this clause (n) shall not apply to any adverse tax consequences, burden, or cost under Section 956 of the Code with respect to any pledge of the stock of any Canadian Subsidiary or (without prejudice to the limitation under clause (b)) any assets directly owned by any Canadian Subsidiary);

(o) assets excluded based on the Collateral and Guarantee Requirements;

(p) [reserved];

(q) proceeds and products of any and all of the foregoing Excluded Property described in clauses (a) through (p) above only to the extent such proceeds and products would constitute property or assets of the type described in clauses (a) through (p) above; and

(r) any Consigned Precious Metals to the extent not purchased and paid for by the applicable Loan Party pursuant to the terms of the applicable Precious Metals Lease (or related agreement) and, in each case, to the extent (i) subject to a Permitted Lien in favor of the consignor of such Consigned Precious Metals to secure the applicable Loan Party's obligations under a Precious Metals Lease and (ii) subject to a Precious Metals Acknowledgment Letter ("Consigned Precious Metals Collateral") and the

proceeds thereof; provided, however, that any proceeds of Consigned Precious Metals (including insurance proceeds) constituting Consigned Precious Metals Collateral shall only constitute Excluded Property to the extent of the value of the Consigned Precious Metal attributable to such proceeds (with the value of the Consigned Precious Metal to be determined in accordance with the terms of the applicable Precious Metals Lease);

provided, however, that (i) in each case described in clauses (a), (d), (e) and (i) of this definition, such property shall constitute "Excluded Property" only to the extent and for so long as such permit, contract, lease, license, franchise, charter, consent, permit, authorization or other agreement or applicable Law validly prohibits the creation of a Lien on such property in favor of the Collateral Agent (in each case, after giving effect to Sections 9-406, 9-407, 9-408 and 9-409 of the UCC (or similar provisions of the PPSA, if applicable) or any other applicable Law) and, upon the termination of such prohibition (howsoever occurring), such property shall cease to constitute "Excluded Property" (with no requirement to obtain the consent of any Governmental Authority or third party, including, without limitation, no requirement to comply with the Federal Assignment of Claims Act or any similar statute in the United States or Canada) and (ii) no asset located in the United States or Canada (other than, for the avoidance of doubt, voting Equity Interests of Foreign Subsidiaries in excess of 65% of the voting rights of all such Equity Interests in each such Foreign Subsidiary) and pledged under the ABL DIP Credit Agreement shall constitute Excluded Property.

"Excluded Subsidiary" means (a) any Foreign Subsidiary other than a Primary Canadian Subsidiary Holdco, (b) [reserved], (c) any Foreign Subsidiary Holding Company and (d) each Domestic Subsidiary that is a direct or indirect Subsidiary of a Foreign Subsidiary that is a CFC other than a Primary Canadian Subsidiary Holdco. Notwithstanding the foregoing or any other provision of the Loan Documents, (x) a non-U.S. intermediate holding subsidiary (if any) of the Borrower through which the Borrower owns its primary subsidiaries in Canada (a "Primary Canadian Subsidiary Holdco") shall also provide a guarantee subject to the terms that apply to a Canadian Loan Party and (y) no Domestic Subsidiary that guarantees, or is a borrower under, the ABL DIP Credit Agreement shall constitute an Excluded Subsidiary.

"Excluded Taxes" means, with respect to any Recipient, (i) Taxes imposed on or measured by such Recipient's net income or branch profits and franchise (and similar) Taxes imposed on it (in lieu of net income Taxes), in each case by a jurisdiction (including any political subdivision thereof) as a result of such Recipient being organized in, having its principal office in, or in the case of any Lender, having its applicable Lending Office in, such jurisdiction, or as a result of any other present or former connection of such Recipient with the jurisdiction imposing such Taxes (other than any such connection arising from this Agreement or any other Loan Documents or any transactions contemplated thereunder), (ii) in case of a Lender, except in the case of a Lender that is an assignee pursuant to a request by the Borrower under Section 10.13, any U.S. federal withholding Tax imposed on any payment by or on account of any obligation of any Loan Party hereunder or under any other Loan Document that is required to be imposed on amounts payable to such Recipient pursuant to Laws in force at the time such Lender becomes a party hereto (or designates a new Lending Office), except to the extent that (A) such Lender is an assignee of any other Lender that was entitled, immediately prior to such assignment or acquisition, to receive additional amounts from any Loan Party with respect to such withholding Tax pursuant to Section 3.01(a), or (B) such Lender was entitled, immediately prior to the designation of a new Lending Office, to receive additional amounts from any Loan Party with respect to such withholding Tax pursuant to Section 3.01(a), (iii) any withholding Tax that is attributable to such Recipient's failure to comply with Section 3.01(e), (iv) any Canadian federal withholding tax imposed under Part XIII of the Income Tax Act (Canada) as a result of the Recipient not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with any Canadian Loan Party, except where the non-arm's length relationship arises as a result of such Recipient having executed, delivered, become party to, performed obligations or received payments under, received

or perfected a Lien or engaged in any other transaction pursuant to, enforced, or sold or assigned an interest in, any Loan or Loan Document or (v) any U.S. federal withholding Tax imposed pursuant to FATCA.

"Exit Conversion" has the meaning specified in Section 2.07(b).

"Exit Event" means the occurrence of either (a) a Credit Bid Sale Transaction or (b) an Exit Conversion.

"Exit Fee" has the meaning specified in Section 2.09(b).

"fair market value" means, with respect to any asset or liability, the fair market value of such asset or liability as determined by the Borrower in good faith.

"FATCA" means Sections 1471 through 1474 of the Code as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) on such day on such transactions as determined by the Administrative Agent and (c) if the Federal Funds Rate is less than 0%, it shall be deemed to be 0% hereunder.

"Final Loan" has the meaning specified in Section 2.01(a).

"Final Loan Amount" has the meaning specified in Section 2.01(a).

"Final Loan Date" means the date on which the conditions specified in Section 4.02 are satisfied (or waived in accordance herewith) and the Final Loan is funded in accordance with the terms hereof.

"Final Order" means an order of the Bankruptcy Court in substantially the form of the Interim Order granting the relief provided in the Interim Order on a final basis, with any changes thereto that are satisfactory to the Agents and the Required Lenders in their sole and absolute discretion.

"Final Order Entry Date" means the date on which the Final Order is entered by the Bankruptcy Court.

"Floor" means 1.00% *per annum*.

"Foreign Benefit Event" means, with respect to any Foreign Pension Plan, (i) the existence of unfunded liabilities in excess of the amount permitted under any applicable Requirements of Law or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (ii) the failure to make the required contributions or payments under any applicable Requirements of Law on or before the due date for such contributions or payments, (iii) the receipt of a notice from a Governmental

Authority relating to its intention to terminate in whole or in part any such Foreign Pension Plan or to appoint a trustee or similar official to administer any such Foreign Pension Plan, or alleging the insolvency of any such Foreign Pension Plan, (iv) the incurrence of any liability by any Loan Party or any Subsidiary under any applicable Requirements of Law on account of the complete or partial termination of such Foreign Pension Plan or the complete or partial withdrawal of any participating employer therein, (v) the occurrence of any transaction that is prohibited under any applicable Requirements of Law and that would reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary or (vi) the imposition on any Loan Party or any Subsidiary of, any fine, excise tax or penalty resulting from any noncompliance with any applicable Requirements of Law.

"Foreign Lender" means any Lender that is not a United States person within the meaning of Section 7701(a)(30) of the Code.

"Foreign Pension Plan" means any pension plan, fund (including, without limitation, any superannuation fund) or other similar program established, maintained or contributed to outside the United States or Canada by any Loan Party or any Subsidiary for their respective employees residing outside the United States or Canada (other than any plans, funds, or other similar programs that are maintained exclusively by a Governmental Authority), which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means any Domestic Subsidiary that has no material assets other than Capital Stock of one or more Foreign Subsidiaries that are CFCs (other than a Foreign Subsidiary that is a Primary Canadian Subsidiary Holdco).

"Fronting Fee Letter" means that certain fee letter, dated as of the date hereof, between the Borrower and the Fronting Lender.

"Fronting Lender" means Jefferies Capital Services, LLC, as fronting lender for the Backstop Lenders and the Electing DIP Term Lenders.

"Fronting Letter" means that certain letter agreement, dated as of the date hereof, among the Fronting Lender and the DIP Lenders.

"Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession. All ratios and computations based on GAAP contained in this Agreement will be computed in conformity with GAAP, except that in the event the Borrower is acquired in a transaction in which purchase accounting is applied to the financial statements of the Borrower, the effects of the application of purchase accounting in such instance shall be disregarded in the calculation of such ratios and other computations.

"General Partner" has the meaning specified in the definition of "Indebtedness."

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

"Grant" means any grant, award, credit, financial assistance, payment or other similar benefit provided by a Governmental Authority to the Borrower or any of its Subsidiaries in support of a project contingent on job creation or job retention.

"Granting Lender" has the meaning specified in Section 10.06(g).

"guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term "guarantee" will not include endorsements for collection or deposit in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning.

"Guarantor" means Holdings, the Borrower (other than as to its own obligations), each Intermediate Parent, each Subsidiary Guarantor and any other Person that becomes a Guarantor in accordance with the terms of this Agreement.

"Guaranty" means (i) the guaranty made by Holdings, the Borrower (other than as to its own obligations), each Intermediate Parent (if any) and Subsidiary Guarantors in favor of the Administrative Agent on behalf of the Secured Parties, substantially in the form of Exhibit E and (ii) each other guaranty and guaranty supplement delivered by a Loan Party pursuant to Section 6.11, and "Guaranties" means any two or more of them, collectively.

"Hazardous Materials" means any pollutant, contaminant, waste, substance, constituent or material regulated or which can give rise to liability pursuant to any Environmental Law, including, without limitation, any asbestos, any petroleum or petroleum products, any radioactive substance or any polychlorinated biphenyls.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement.

"Holdings" has the meaning specified in the preamble hereto.

"Incur" means issue, create, assume, guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at the time such person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) will be deemed to

be Incurred by such Person at the time it becomes a Subsidiary; and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing.

"Indebtedness" means, with respect to any Person on any date of determination (without duplication):

(1) the principal of and premium (if any) in respect of indebtedness of such Person for borrowed money;

(2) the principal of and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) the principal component of all obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (including reimbursement obligations with respect thereto except to the extent such reimbursement obligation relates to a trade payable or similar obligation to a trade creditor in each case incurred in the ordinary course of business);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except (i) trade payables and liabilities accrued in the ordinary course of business and (ii) any earn out obligation or purchase price adjustment until such obligation (x) becomes a liability on the statement of financial position or balance sheet (excluding the footnotes thereto) in accordance with GAAP and (y) has not been paid within sixty (60) days after becoming due and payable), which purchase price is due more than six (6) months after the date of placing such property in service or taking delivery and title thereto;

(5) Capitalized Lease Obligations of such Person;

(6) the principal component or liquidation preference of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock of the Borrower or a Subsidiary or Preferred Stock of a Subsidiary that is not a Subsidiary Guarantor (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided, however, that the amount of such Indebtedness will be the lesser of (a) the fair market value of such asset at such date of determination and (b) the amount of such Indebtedness of such other Persons;

(8) the principal component of Indebtedness of other Persons to the extent guaranteed by such Person;

(9) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such Person at such time); and

(10) to the extent not otherwise included in this definition, the principal amount of any Indebtedness outstanding in connection with a securitization transaction or Receivables Facility in the amount of obligations outstanding under the legal documents entered into as part of such securitization or facility that would be characterized as principal on any date of determination if such securitization transaction or Receivables Facility were structured as a secured lending transaction.

The amount of Indebtedness of any Person at any date will be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at such date; provided that contingent obligations arising in the ordinary course of business and not in respect of borrowed money shall be deemed not to constitute Indebtedness. Notwithstanding the foregoing, (a) money borrowed and set aside at the time of the Incurrence of any Indebtedness in order to pre-fund the payment of interest on such Indebtedness shall not be deemed to be "Indebtedness"; provided that such money is held to secure the payment of such interest, (b) any obligations or indebtedness arising out of, or in connection with, any Permitted Precious Metals Lease shall not be deemed to be Indebtedness, and (c) any obligations or indebtedness arising out of, or in connection with, any "lease liabilities" as set forth on the Borrower's consolidated balance sheet shall not be deemed to be Indebtedness (unless constituting Capitalized Lease Obligations). For purposes of clarity and avoidance of doubt, any joint and several Tax liabilities arising by operation of consolidated return, fiscal unity or similar provisions of applicable law shall not constitute Indebtedness for purposes hereof.

In addition, "Indebtedness" of any Person shall include Indebtedness described in the preceding paragraphs that would not appear as a liability on the balance sheet of such Person if:

(1) such Indebtedness is the obligation of a partnership or Joint Venture that is not a Subsidiary;

(2) such Person or a Subsidiary of such Person is a general partner of the Joint Venture (a "General Partner"); and

(3) there is recourse, by contract or operation of law, with respect to the payment of such Indebtedness to property or assets of such Person or a Subsidiary of such Person; and then such Indebtedness shall be included in an amount not to exceed:

(a) the lesser of (i) the net assets of the General Partner and (ii) the amount of such obligations to the extent that there is recourse, by contract or operation of law, to the property or assets of such Person or a Subsidiary of such Person; or

(b) if less than the amount determined pursuant to clause (a) immediately above, the actual amount of such Indebtedness that is recourse to such Person or a Subsidiary of such Person, if the Indebtedness is evidenced by a writing and is for a determinable amount.

"Indemnified Taxes" means all Taxes imposed on or with respect to, or measured by, any payment by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, other than Excluded Taxes or Other Taxes.

"Indemnitee" has the meaning specified in Section 10.04(b).

"Instant Brands Canada" means Instant Brands Inc., a corporation amalgamated under the Canada Business Corporations Act.

"Intellectual Property" has the meaning assigned to such term in the Security Agreements.

"Intellectual Property Security Agreements" means, collectively, all Copyright Security Agreements, Patent Security Agreements and Trademark Security Agreements substantially in the form of Exhibits 3A, 3B, 3C or 3D attached to the US Security Agreement or the Canadian Security Agreement, as

applicable, between the Collateral Agent and the Loan Parties party thereto, in each case as amended, supplemented or otherwise modified.

"Interest Payment Date" means (a) the last Business Day of each month (beginning with the month ending July 31, 2023) and (b) the Maturity Date.

"Interest Period" means, as to each SOFR Loan, the period commencing on the date such SOFR Loan is disbursed or converted to or continued as a SOFR Loan and ending on the date that is one (1), three (3) or six (6) months thereafter or, to the extent agreed by each Lender of such SOFR Loan, twelve months thereafter, as selected by the Borrower in the applicable Committed Loan Notice; provided that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period (other than an Interest Period having a duration of less than one month) that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the Maturity Date.

"Interest Rate Agreement" means with respect to any Person any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement as to which such Person is party or a beneficiary.

"Interim Loan" has the meaning specified in Section 2.01(a).

"Interim Loan Amount" has the meaning specified in Section 2.01(a).

"Interim Order" means the order of the Bankruptcy Court, approving the Loans on an interim basis, substantially in the form of Exhibit J hereto.

"Interim Order Entry Date" means the date on which the Interim Order is entered on the docket of the Bankruptcy Court.

"Intermediate Parent" means any Subsidiary of Holdings of which the Borrower is a Subsidiary; provided that any such Intermediate Parent shall satisfy guarantee and collateral requirements consistent with the Collateral and Guarantee Requirement or otherwise reasonably acceptable to the Borrower and the Required Lenders (which shall include, in the case of an Intermediate Parent that is not a Canadian Subsidiary or a US Subsidiary, guarantee and collateral requirements customary under local law, including customary local limitations to the extent reasonably satisfactory to the Required Lenders).

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any direct or indirect advance, loan (other than advances or extensions of credit to customers in the ordinary course of business) or other extensions of credit (including by way of guarantee or similar arrangement, but excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person and all

other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment, plus the cost of any addition thereto that otherwise constitutes an Investment, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto, but giving effect to any repayments of principal in the case of any Investment in the form of a loan and any return of capital or return on Investment in the case of any equity Investment (whether as a distribution, dividend, redemption or sale). Notwithstanding the foregoing, none of the following will be deemed to be an Investment:

(1) Hedging Obligations entered into in the ordinary course of business and in compliance with this Agreement;

(2) endorsements of negotiable instruments and documents in the ordinary course of business;

(3) an acquisition of assets, Capital Stock or other securities by the Borrower or a Subsidiary for consideration to the extent such consideration consists of Common Stock of Holdings; and

(4) the entry into, and any obligations arising out of or in connection with, any Permitted Precious Metals Lease.

For purposes of Section 7.06, if the Borrower or any Subsidiary sells or otherwise disposes of any Voting Stock of any Subsidiary such that, after giving effect to any such sale or disposition, such entity is no longer a Subsidiary of the Borrower, the Borrower shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Capital Stock of such Subsidiary not sold or disposed of.

"IRS" means the United States Internal Revenue Service.

"ISDA CDS Definitions" has the meaning specified in Section 10.01.

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

"Joint Venture" means any Person, other than an individual or a Subsidiary of the Borrower, (i) in which the Borrower or a Subsidiary holds or acquires an interest (whether by way of Capital Stock or otherwise) and (ii) which is engaged in a Related Business.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directives, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"Lease" means any agreement pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

"Lenders" means each bank or other lending institution listed on Schedule 2.01, each Eligible Assignee that becomes a Lender pursuant to Section 10.06(b), and their respective permitted successors, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Lending Office" means with respect to any Lender, the "Lending Office" of such Lender (or of an Affiliate of such Lender) designated in such Lender's Administrative Questionnaire or in any applicable Assignment and Assumption pursuant to which such Lender became a Lender hereunder or such other office of such Lender (or of an Affiliate of such Lender) as such Lender may from time to time specify to the Administrative Agent and the Borrower as the office by which its Loans are to be made and maintained.

"Lien" means, with respect to any asset, (a) any mortgage, pledge, hypothecation, deed of trust, security interest, lien, charge or similar monetary encumbrance in or on such asset and (b) the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement relating to such asset; provided that in no event shall an operating lease or an agreement to sell be deemed to be a Lien.

"Loan Documents" means, collectively, (i) this Agreement and any Promissory Notes issued pursuant to this Agreement, (ii) the Guaranties, (iii) the ABL Intercreditor Agreement and any other intercreditor agreement and any Bankruptcy Court DIP Order, in each case, entered into in accordance with the terms of this Agreement, (iv) the Collateral Documents, (v) the Agency Fee Letter and the Fronting Fee Letter, and (vi) any other document or instrument designated in writing by the Borrower and the Administrative Agent (or the Required Lenders) as a "Loan Document".

"Loan Obligations" means all unpaid principal, interest (including any interest, fees and expenses at the rate provided for in the documentation with respect thereto, whether or not such interest fees or expenses are allowed or allowable under applicable state, federal or foreign law), premium, penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities of the Loan Parties and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities of the Loan Parties, in each case payable in respect of the Loans or otherwise arising under the Loan Documents.

"Loan Parties" means, collectively, (i) the Borrower, (ii) Holdings and (iii) each other Guarantor.

"Loans" means, collectively, the Interim Loans and Final Loans made by the Lenders on the Closing Date and the Final Loan Date, as applicable, to the Borrower pursuant to Section 2.01.

"Master Consent" means that certain Master Consent to Assignment, dated as of the date hereof, among the Borrower, the Administrative Agent and the Fronting Lender.

"Material Adverse Effect" means (i) a material adverse effect on the business, results of operations or financial condition of the Borrower and its Subsidiaries, taken as a whole (other than as customarily occurs as a result of the events leading up to and following the commencement of the Chapter 11 Cases), (ii) a material adverse effect on the ability of the Loan Parties (taken as a whole) to perform their respective obligations under the Loan Documents or (iii) a material adverse effect on the rights and remedies (taken as a whole) of the Lenders and the Agents under the Loan Documents.

"Maturity Date" means the earliest of (a) December [12], 2023 or if such day is not a Business Day, the preceding Business Day, (b) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of a Plan of Reorganization acceptable to the Required Lenders (in their sole discretion), (c) the date the Bankruptcy Court converts any of the Chapter 11 Cases to a Chapter 7 case, (d) the date the Bankruptcy Court dismisses any of the Chapter 11 Cases, (e) the date on which the Loan Parties

consummate a sale of all or substantially all of the assets of the Loan Parties pursuant to section 363 of the Bankruptcy Code or otherwise, and (f) such earlier date on which the Loans shall become due and payable by acceleration or otherwise in accordance with the terms of this Agreement and the other Loan Documents.

"Maximum Rate" has the meaning specified in Section 10.09.

"Milestones" shall have the meaning set forth in Section 6.22.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgaged Property" means each parcel of fee owned Real Property with respect to which a security interest is granted pursuant to the Bankruptcy Court DIP Order; provided that no Loan Party shall be required to grant a security interest in any Real Property constituting Excluded Property.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001 (a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, or in the past six (6) years has made or been obligated to make contributions.

"Net Cash Proceeds" means:

(i) with respect to any Asset Disposition or Event of Loss, the aggregate cash proceeds (including cash proceeds received by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received in cash) received by any Loan Party pursuant to such Asset Disposition or Event of Loss, net of (A) with respect to an Asset Disposition, the direct costs relating to such sale (including sales commissions and legal, accounting and investment banking fees), (B) with respect to an Asset Disposition, amounts reserved against any potential liability for any indemnity obligation or purchase price adjustment associated with such Asset Disposition (but only so long as and to the extent that the seller is required to maintain such reserve), (C) cash taxes paid or reasonably estimated by Holdings to be payable in cash by Holdings or any Subsidiary as a result thereof (after taking into account any available related tax credits or deductions and any tax sharing arrangements) and (D) amounts required to be applied to the repayment of any Indebtedness secured by a Permitted Lien on the asset subject to such Asset Disposition or Event of Loss that has priority over the Lien securing the Loan Obligations;

(ii) with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and permitted by the Bankruptcy Court DIP Orders and net of cash taxes paid or payable as a result of such issuance or sale (after taking into account any available tax credit or deductions and any tax sharing arrangements); and

(iii) solely for the purposes of Section 2.05(b), with respect to the Incurrence of any Indebtedness by Holdings, the Borrower or any Subsidiary, the excess, if any, of (x) the sum of the cash received in connection with such Incurrence over (y) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by Holdings, the Borrower or such Subsidiary in connection with such Incurrence and permitted by the Bankruptcy Court DIP Orders.

"Non-Bank Certificate" has the meaning specified in Section 3.01(e)(ii)(B)(3).

"Note" means a promissory note of the Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit B, evidencing the aggregate Indebtedness of the Borrower to such Lender resulting from the Loans made by such Lender.

"Officer's Certificate" means a certificate signed by a Responsible Officer of the Borrower.

"Organization Documents" means: (i) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (ii) with respect to any limited liability company, the certificate or articles of formation or organization and operating or limited liability company agreement; and (iii) with respect to any partnership, Joint Venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, in each case of (i) through (iii) if applicable, (x) any certificate or articles of formation or organization of such entity or (y) any relevant shareholders' or similar agreement.

"Other Taxes" means all present or future stamp, court or documentary Taxes or any other excise, property, intangible, mortgage recording or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document; provided that such term shall not include any of the foregoing Taxes that result from an Assignment and Assumption, grant of a participation pursuant to Section 10.06(d) or transfer or assignment to or designation of a new Lending Office or other office for receiving payments under any Loan Document ("Assignment Taxes") to the extent such Assignment Taxes are imposed as a result of a present or former connection between the assignor/participating Lender and/or the assignee/Participant and the taxing jurisdiction (other than a connection arising solely from any Loan Documents or any transactions contemplated thereunder), except, in each case, to the extent that the assignment or other event giving rise to such Assignment Taxes is requested or required by the Borrower.

"Outstanding Amount" means, with respect to the Loans, on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Loans occurring on such date.

"Parent" means Instant Brands Acquisition Holdings Inc., a Delaware corporation and a Parent Entity of the Borrower.

"Parent Entity" means any direct or indirect parent of Holdings or the Borrower (including the Parent) that owns, directly or indirectly, a majority of the Voting Stock of the Borrower.

"Participant" has the meaning specified in Section 10.06(d).

"Participant Register" has the meaning specified in Section 10.06(d).

"Payment Recipient" has the meaning specified in Section 9.13(a).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA or Section 412 of the Code and is sponsored or maintained by any Loan Party or any ERISA Affiliate or to which any Loan Party

or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time in the past six (6) years.

"Permitted Investments" has the meaning specified in Section 7.13.

"Permitted Liens" has the meaning specified in Section 7.01.

"Permitted Precious Metals Lease" means any Precious Metals Lease to which any Loan Party is a party on the date of this Agreement, and any other Precious Metal Lease entered into in the ordinary course of business of the Borrower and its Subsidiaries or that is otherwise on terms satisfactory to the Required Lenders.

"Permitted Variance" means, for purposes of testing whether a Budget Event has occurred, (a) with respect to any Budgeted Disbursements Test (i) conducted on the first Budget Testing Date occurring after the Petition Date, a variance of 120% of the estimated aggregate disbursements in the then-in-effect Approved Budget, (ii) conducted on the second Budget Testing Date occurring after the Petition Date, a variance of 120% of the estimated aggregate disbursements in the then-in-effect Approved Budget, (iii) conducted on the third Budget Testing Date occurring after the Petition Date, a variance of 115% of the estimated aggregate disbursements in the then-in-effect Approved Budget and (iv) conducted on any Budget Testing Date thereafter, a variance of 110% of the estimated aggregate disbursements in the then-in-effect Approved Budget and (b) with respect to the Budgeted Receipts Test, 85% of the estimated aggregate receipts in the then-in-effect Approved Budget. For the avoidance of doubt, the fees and expenses of financial and legal advisors to the parties hereto shall not be taken into account in determining the aggregate disbursements and cumulative variance hereunder.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision hereof or any other entity.

"Petition Date" means June 12, 2023.

"PIK Equity Interest Election" has the meaning specified in Section 2.09(c).

"Plan of Reorganization" means a plan of reorganization with respect to the Loan Parties and their Subsidiaries pursuant to the Chapter 11 Cases.

"Platform" has the meaning specified in Section 6.02.

"Pledged Debt" has the meaning specified in the Security Agreements.

"Pledged Equity" has the meaning specified in the Security Agreements.

"PPSA" means the Personal Property Security Act (Ontario) (and other equivalent personal property security legislation in any other applicable Canadian province or territory) and the regulations thereunder, as from time to time in effect; provided that, if attachment, perfection or priority of the security interest in any Collateral is governed by the personal property security laws of any jurisdiction in Canada other than Ontario, with respect to such Collateral, PPSA shall mean those personal property security laws in such other jurisdiction of Canada (including the Civil Code of Quebec in the case of Quebec) for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Precious Metals Acknowledgment Letters" means, collectively (i) that certain letter, dated as of October 9, 2020, from Bank of Montreal to the ABL Administrative Agent, the Administrative Agent, Corelle Brands LLC (the "Lessee") and the Borrower relating to that certain Lease Agreement, dated as of February 12, 2019, between the Lessee and Bank of Montreal, (ii) that certain letter, dated as of October 9, 2020, from SCMI US INC. to the ABL Administrative Agent, the Administrative Agent, the Lessee and the Borrower relating to that certain Lease Agreement, dated as of May 21, 2019, between the Lessee and SCMI US INC. and (iii) any similar letter in form and substance reasonably satisfactory to the Agents and the Required Lenders that is entered into between the Administrative Agent, the ABL Administrative Agent (if applicable) and a consignor of Consigned Precious Metals.

"Precious Metals Lease" means any lease, consignment or similar agreement for ore or precious metals entered into by a Person.

"Preferred Stock" as applied to the Capital Stock of any corporation, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Prepetition ABL Agent" means Bank of America, N.A. in its capacity as administrative agent and collateral agent under the Prepetition ABL Documents, or any successor administrative agent and collateral agent under the Prepetition ABL Documents.

"Prepetition ABL Credit Agreement" means that certain Asset-Based Revolving Credit Agreement, dated as of June 30, 2021 (as amended, supplemented or otherwise modified on or prior to the Petition Date), among Holdings, the Borrower, Instant Brands Canada, as the Canadian Borrower (as defined therein), the Prepetition ABL Agent, the other titled agents party thereto and the lenders parties thereto from time to time.

"Prepetition ABL Documents" means the Prepetition ABL Credit Agreement, the ABL Intercreditor Agreement (as in effect prior to the Closing Date) and all security agreements, guarantees, pledge agreements and other agreements or instruments executed in connection therewith.

"Prepetition ABL Indebtedness" shall mean Indebtedness or other obligations of Holdings, the Borrower or any Subsidiary outstanding, or secured, under the Prepetition ABL Documents.

"Prepetition Documents" means the Prepetition Term Documents, the Prepetition ABL Documents and each of the other agreements, instruments or documents executed pursuant thereto.

"Prepetition Indebtedness" shall mean Indebtedness of the Borrower or any Guarantor outstanding, or secured, under the Prepetition Documents.

"Prepetition Indebtedness Holders" means, collectively, the Prepetition Term Agent, the Prepetition Term Lenders, the Lenders (as defined in the Prepetition ABL Credit Agreement, the Prepetition ABL Agent and the other Secured Parties (as defined in the Prepetition ABL Credit Agreement).

"Prepetition Obligations" means all (i) Prepetition Term Obligations and (ii) Prepetition ABL Indebtedness of the Loan Parties to the Prepetition Indebtedness Holders incurred prior to the Petition Date.

"Prepetition Term Agent" means Wilmington, as successor to Jefferies Finance LLC, in its capacities as administrative agent and collateral agent under the Prepetition Term Documents, or any successor administrative agent and collateral agent under the Prepetition Term Documents.

"Prepetition Term Credit Agreement" means that certain term Senior Secured Credit Agreement, dated as of April 12, 2021 (as amended, supplemented or otherwise modified on or prior to the date hereof), by and among the Borrower, Initial Holdings, the lenders party thereto and the Prepetition Term Agent.

"Prepetition Term Documents" means the Prepetition Term Credit Agreement and all security agreements, guarantees, pledge agreements and other agreements or instruments executed in connection therewith.

"Prepetition Term Lender" means any lender under the Prepetition Term Credit Agreement.

"Prepetition Term Loan" means any loan made pursuant to the Prepetition Term Credit Agreement.

"Prepetition Term Obligations" means "Loan Obligations" (as defined in the Prepetition Term Credit Agreement).

"Primary Canadian Subsidiary Holdco" has the meaning specified in the definition of "Excluded Subsidiary."

"Prime Rate" means the rate of interest per annum last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Pro Rata Share" means, with respect to each Lender at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Loans of such Lender at such time and the denominator of which is the amount of the aggregate Commitments (or aggregate Loans) at such time.

"Proceeds" has the meaning specified in the UCC.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"Public Lender" has the meaning specified in Section 6.02.

"QFC" has the meaning specified in Section 10.23.

"QFC Credit Support" has the meaning specified in Section 10.23.

"Qualified Stock" means, with respect to any Person, any Capital Stock of such Person other than Disqualified Stock.

"Real Property" means all land, tenements, hereditaments and any estate or interest therein, together with the buildings, structures, parking areas and other improvements thereon (including all fixtures) now or hereafter owned or leased by any Loan Party, together with all easements, rights of way, and similar rights relating thereto and all leases, licenses, tenancies and occupancies thereof.

"Recipient" means any Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document.

"Refinancing Indebtedness" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) (collectively, "refinance", "refinances" and "refinanced" shall have a correlative meaning) any Indebtedness existing on the Closing Date or Incurred in compliance with this Agreement (including Indebtedness of the Borrower that refinances Indebtedness of any Subsidiary and Indebtedness of any Subsidiary that refinances Indebtedness of another Subsidiary) including Indebtedness that refinances Refinancing Indebtedness; provided, however, that:

(1) (a) if the Stated Maturity of the Indebtedness being refinanced is earlier than the Stated Maturity of the Loans, the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced or (b) if the Stated Maturity of the Indebtedness being refinanced is later than the Stated Maturity of the Loans, the Refinancing Indebtedness has a Stated Maturity at least 91 days later than the Stated Maturity of the Loans;

(2) (a) in the case of Indebtedness consisting of term loans, the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being refinanced or (b) in the case of Indebtedness consisting of revolving loans, the Refinancing Indebtedness shall not have any scheduled mandatory commitment reduction prior to the Stated Maturity of the Indebtedness being refinanced;

(3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being refinanced (plus, without duplication, any additional Indebtedness Incurred to pay interest or premiums required by the instruments governing such existing Indebtedness and fees and expenses Incurred in connection therewith);

(4) if the Indebtedness being refinanced is subordinated in right of payment to the Loans or the Guaranty, such Refinancing Indebtedness is subordinated in right of payment to the Loans or the Guaranty on terms at least as favorable to the Lenders with such Loans as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(5) to the extent such Refinancing Indebtedness extends, replaces, refunds, refinances, renews or defeases secured Indebtedness, the Liens securing such Refinancing Indebtedness shall be of no higher priority, and attach to no additional assets, than the Liens securing the Indebtedness being refinanced.

"Register" has the meaning specified in Section 10.06(c).

"Regulated Bank" has the meaning specified in Section 10.01.

"Regulation S" means Regulation S under the Securities Act.

"Related Business" means any business that is consistent with Section 6.05(b).

"Related Business Assets" means any property, plant, equipment or other assets (excluding assets that are qualified as current assets under GAAP) to be used or useful by the Borrower or a Subsidiary in a Related Business or capital expenditures relating thereto.

"Related Part(y)(ies)" means, with respect to any specified Person, such Person's Affiliates, and the respective partners, managers, members, officers, directors, employees, agents (including sub-agents and co-agents), representatives, trustees, advisors and attorneys-in-fact of such Person and its Affiliates.

"Release" means any release, spill, emission, discharge, dispersal, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection, migration or leaching into or through the Environment, or within, from or into any building, structure, facility or fixture.

"Relevant Transaction" has the meaning specified in Section 2.05(b)(ii)(A).

"Reportable Event" means, with respect to any Pension Plan, any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the 30-day notice period has been waived.

"Required Lenders" means, as of any date of determination, Lenders holding more than 50% of the sum of the aggregate outstanding amount of Loans and unused Commitments as of such date.

"Requirements of Law" means, as to any Person, the Organization Documents of such Person, and any law, treaty, rule or regulation or final, non-appealable determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or to which any of its material property is subject.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, as to any Loan Party, the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer or the Secretary of such Loan Party or any other officer or similar official thereof responsible for the administration of the obligations of such Loan Party in respect of this Agreement, if such Loan Party is a partnership or a limited liability company that has no such officers, a person duly authorized under applicable law by the general partner, managers, members or a similar body to act on behalf of such Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Capital Stock of any Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent Persons thereof).

"Rule 144A" means Rule 144A under the Securities Act.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc., and any successor thereto.

"Same Day Funds" means immediately available funds.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of comprehensive Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce, or by the United Nations Security Council, any Governmental Authority of Canada or the European Union or Her Majesty's Treasury of the United Kingdom, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person owned 50% or more or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or any Governmental Authority of Canada, in each case with jurisdiction over the Loan Parties.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Secured Obligations" means, collectively (a) the Loan Obligations and (b) Erroneous Payment Subrogation Rights relating to any of the obligations set forth in the foregoing clause (a); provided that in no event shall the Secured Obligations include any Excluded Hedging Obligations.

"Secured Party" means each Lender, the Administrative Agent, the Collateral Agent, each co-agent or sub-agent appointed by any Agent from time to time and designated by any Agent as a "Secured Party," and each Indemnitee and the respective successors and assigns of any of the foregoing, and "Secured Parties" means any two or more of them, collectively.

"Securities Act" means the Securities Act of 1933, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement" means the Canadian Security Agreement or the US Security Agreement, as applicable, and "Security Agreements" means any two or more of them, collectively.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR.

"Solvent" mean, with respect to Holdings and its Subsidiaries, that on such date after giving effect to the Transactions and related transactions contemplated by the Credit Agreement, Holdings and its Subsidiaries, when taken as a whole on a consolidated basis, (a) have property with fair value greater than the total amount of their debts and liabilities, contingent, subordinated or otherwise (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the

facts and circumstances existing at such time, can reasonably be expected to become an actual or matured liability), (b) have assets with present fair salable value not less than the amount that will be required to pay their debts as they become absolute and matured, (c) will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as they become absolute and matured and (d) are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which they have unreasonably small capital.

"SPC" has the meaning specified in Section 10.06(g).

"Specified Indebtedness" has the meaning specified in Section 10.01.

"Sponsor" means Cornell Capital LLC, Cornell Capital Partners III LP and any of their respective controlled Affiliates, and funds or partnerships managed or advised by any of them or any of their respective Affiliates, but not including, however, any portfolio company of any of the foregoing.

"Sponsor LC Reimbursement Note" means that certain promissory note, dated as of the January 18, 2023, executed by the Borrower in favor of the Sponsor, in an aggregate original principal amount of $55,000,000.

"Sponsor LC Reimbursement Note Refinancing" means (i) the repayment in full of the principal of the Sponsor LC Reimbursement Note and all other amounts contemplated by the Sponsor Payoff Letter and (ii) the termination and/or release, together with evidence in form and substance satisfactory to the Required Lenders of such termination and release, of any security interests (including, for the avoidance of doubt, the URS) and guarantees in connection therewith (or arrangements for such termination and release shall have been made as of the Closing Date as set forth in the Sponsor Payoff Letter).

"Sponsor Payoff Letter" means that certain Payoff Letter, dated as of June [14], 2023, by and among the Borrower and Cornell Capital Partners LP, which Payoff Letter shall be in form and substance satisfactory to the Required Lenders.

"Stated Maturity" means, with respect to any Indebtedness, the date specified in the agreement governing or certificate relating to such Indebtedness as the fixed date on which the final payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"Subsidiary" of any Person means (a) any corporation, association or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total ordinary voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or persons performing similar functions) or (b) any partnership, joint venture limited liability company or similar entity of which more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, is, in the case of clauses (a) and (b), at the time owned or controlled, directly or indirectly, by (1) such Person, (2) such Person and one or more Subsidiaries of such Person or (3) one or more Subsidiaries of such Person. Unless otherwise specified herein, each reference to a Subsidiary will refer to a Subsidiary of the Borrower.

"Subsidiary Guarantor" means each Subsidiary of the Borrower (other than any Excluded Subsidiary). For the avoidance of doubt, on and as of the Closing Date, the URS are Subsidiary Guarantors.

"Supported QFC" has the meaning specified in Section 10.23.

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

"Term Priority Collateral" has the meaning assigned to the term "Term DIP Priority Collateral" in the Interim Order.

"Term SOFR" means the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day; provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Adjustment" means a percentage per annum as set forth below:

Interest Period	Percentage
One month	0.11448%
Three months	0.26161%
Six months	0.42826%

"Term SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Termination Date" means the date on which (a) the Commitments shall have been terminated or expired and (b) the principal of and interest on each Loan, all fees and other Secured Obligations (other than contingent indemnity obligations with respect to then unasserted claims not then due and payable) shall have been paid in full.

"Threshold Amount" means, at any date of determination, $1,000,000.

"Transaction Costs" has the meaning specified in the definition of "Transactions".

"Transactions" means the (a) execution and delivery of the Loan Documents and the definitive documentation in respect of the ABL DIP Credit Agreement to be entered into on the Closing Date, (b) the consummation of the Sponsor LC Reimbursement Note Refinancing, and (c) the initial funding (or deemed funding) of ABL DIP Credit Agreement and the Interim Loan on the Closing Date, together with each transaction to be consummated in connection therewith, including the Sponsor LC Reimbursement Note

Refinancing and the payment of all fees, costs and expenses incurred in connection with such transactions (the "Transaction Costs").

"Type" means, with respect to a Loan, its character as a Base Rate Loan or a SOFR Loan.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Secured Parties' security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"United States" and "U.S." mean the United States of America.

"URS" means, collectively, URS-1 (Charleroi) LLC, a Delaware limited liability company and URS-2 (Corning) LLC, a Delaware limited liability company.

"US Loan Party" means any Loan Party that is organized under the Laws of the United States, any state thereof or the District of Columbia.

"US Security Agreement" means, collectively, the US Security Agreement, dated as of the Closing Date, among Holdings, the Borrower and each other US Loan Party and Wilmington, as Collateral Agent, as it may be amended, amended and restated, supplemented or otherwise modified from time to time, together with each security agreement supplement executed and delivered by a US Loan Party pursuant to Section 6.11.

"US Subsidiary" means any Subsidiary of Holdings organized under the Laws of the United States, any state thereof or the District of Columbia.

"USA PATRIOT Act" has the meaning specified in Section 10.19.

"Variance Report" has the meaning specified in Section 6.01(d).

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors, managers or trustees, as applicable, of such Person.

"Wholly-Owned Subsidiary" means a Subsidiary, all of the Capital Stock of which (other than directors' qualifying shares and nominee shares) is owned, directly or indirectly, by the Borrower or another Wholly-Owned Subsidiary.

"Wilmington" has the meaning specified in the introductory paragraph hereto.

"Withdrawal Liability" means the liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means any Loan Party, the Administrative Agent and, in the case of any U.S. federal withholding Tax, any other applicable withholding agent.

"Write-Down and Conversion Powers" means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified or extended, replaced or refinanced (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" each mean "to but excluding," and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

Section 1.03 Accounting Terms and Determinations.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof to the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

(c) Notwithstanding anything to the contrary contained in paragraph (a) above or in the definition of "Capitalized Lease Obligations", unless the Borrower elects otherwise, all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "ASU") shall continue to be accounted for as operating leases (and not be treated as financing or capitalized lease obligations or Indebtedness) for purposes of all financial definitions, calculations and deliverables under this Agreement or any other Loan Document (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU or any other change in accounting treatment or otherwise (on a prospective or retroactive basis or otherwise) to be treated as or to be recharacterized as financing or capitalized lease obligations or otherwise accounted for as liabilities in financial statements.

(d) Computation of Certain Financial Covenants. Unless otherwise specified herein, all defined financial terms (and all other definitions used to determine such terms) shall be determined and computed in respect of the Borrower and its Subsidiaries.

Section 1.04 Rounding. Any financial ratios required to be maintained or satisfied by the Borrower or any of its Subsidiaries pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.06 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day.

Section 1.07 [Reserved].

Section 1.08 [Reserved].

Section 1.09 Divisions. For all purposes under the Loan Documents, any reference herein to a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a Division, or an allocation of assets to a series of a limited liability company (or the unwinding of such a Division or allocation), as if it were a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any Division shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, Joint Venture or any other like term shall also constitute such a Person or entity).

Section 1.10 [Reserved].

Section 1.11 Rates. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement) or any relevant adjustments thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Administrative Agent and its Related Parties may engage in transactions that affect the calculation of the Base Rate, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Base Rate, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

THE COMMITMENTS AND BORROWINGS

Section 2.01 The Loans.

(a) Subject to the terms and conditions set forth herein (including in Section 4.01 or Section 4.02, as applicable) and in the Bankruptcy Court DIP Orders, each Lender severally agrees to make Loans on the Closing Date and the Final Loan Date to the Borrower denominated in Dollars in an aggregate amount equal to such Lender's Commitment in respect of the Interim Loan Amount or the Final Loan Amount, as applicable. There shall be no more than two Borrowings with respect to the Lenders' Commitments which Borrowings shall consist of (i) (A) loans (the "Interim Loans") on the Closing Date in an aggregate principal amount equal to $100,000,000, which shall be made by each Lender in accordance with its respective Pro Rata Share of the Interim Loan Amount, (B) $13,250,000 in Loans deemed to be made and issued to the Fronting Lender (for the account of the Backstop Lenders) in payment of the Backstop Fee owed to such Backstop Lenders in the amounts reflected on Schedule 2.01, and (C) $6,625,000 in Loans deemed to be made and issued to the Fronting Lender (for the account of the DIP Lenders) in payment of the Commitment Fee owed to such Lenders in the amounts reflected on Schedule

2.01 (the sum of the amounts in clauses (i)(A), (i)(B) and (i)(C), the "Interim Loan Amount"), and (ii) loans (the "Final Loans") in an aggregate principal amount equal to $32,500,000 (the "Final Loan Amount") on the Final Loan Date, which shall be made by each Lender in accordance with its respective Pro Rata Share of the Final Loan Amount. The Commitments in respect of the Interim Loans shall terminate automatically after the making of the Interim Loans on the Closing Date, and the Commitments in respect of the Final Loans shall terminate automatically after the making of the Final Loans on the Final Loan Date.

(b) Each Lender as of the Closing Date and the Borrower hereby acknowledge and agree that (i) each Prepetition Term Lender that is not a Backstop Lender (in such capacity, an "Electing DIP Term Lender") may participate with the other Electing DIP Term Lenders to provide its pro rata portion of the Interim Loans and Final Loans, by executing a joinder agreement to the Fronting Letter in the form attached as an exhibit to the Fronting Letter no later than the Election Deadline. Such participation shall be on a pro rata basis in accordance with the proportion of (1) the principal amount of the Prepetition Term Obligations under the Prepetition Term Credit Agreement owed to each such Prepetition Term Lender to (2) the principal amount of the Prepetition Term Obligations owed to all Prepetition Term Lenders under the Prepetition Term Credit Agreement on the Election Deadline, as applicable. Each such Electing DIP Term Lender shall become a Lender upon the assignment to such Electing DIP Term Lender of its portion of the Interim Loan by the Fronting Lender in accordance with the Fronting Letter. Within two (2) Business Days following the Election Deadline, Schedule 1 to the Master Consent and Annex I to the Fronting Fee Letter shall be revised with the consent of the parties thereto (not to be unreasonably withheld or delayed), and the Fronting Letter (including Annex A thereto) shall be revised with the consent of the Fronting Lender and the approval of the Backstop Lender Advisors, in each case to reflect the participation of the Electing DIP Term Lenders in the Interim Loans and Final Loans.

(c) It is understood and agreed for the avoidance of doubt that (i) neither the Borrower nor any other Loan Party shall be required to take any action to facilitate the participation by any Electing DIP Term Lender in the Interim Loans and Final Loans hereunder other than (A) to facilitate the posting of notices to the Prepetition Term Lenders through the Prepetition Term Agent, as applicable, and (B) as separately agreed between any Loan Party and the Fronting Lender and (ii) in no event shall any transaction contemplated by Section 2.01(b) result in a reduction in the aggregate amount of Commitments or Loans available to the Borrower under this Agreement. Notwithstanding anything contained in this Section 2.01 to the contrary, in no event shall the Administrative Agent have any obligations with respect to the determination or funding of any Commitments or Loans by, or assignments of any Commitments or Loans to, any Electing DIP Term Lender or Backstop Lender other than as set forth in Section 10.06 or as separately agreed between the Administrative Agent and the Fronting Lender.

Section 2.02 Borrowings and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of SOFR Loans shall be made upon the Borrower's irrevocable written notice to the Administrative Agent in the form of a Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each such notice must be received by the Administrative Agent not later than noon New York City time (i) three (3) Business Days prior to the requested date of any Borrowing or continuation of SOFR Loans or any conversion of Base Rate Loans to SOFR Loans, and (ii) one (1) Business Day before the requested date of any Borrowing of Base Rate Loans, or such shorter time, in each case, as may be agreed in writing between the Administrative Agent, the Required Lenders and the Borrower. Each Borrowing of, conversion to or continuation of SOFR Loans shall be in a minimum principal amount of $500,000, or a whole multiple of $100,000 in excess thereof. Each Borrowing of or conversion to Base Rate Loans shall be in a minimum principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each Committed Loan Notice shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of SOFR

Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, a SOFR Loan with a duration of one month. Any such automatic conversion to SOFR Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of SOFR Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify the Fronting Lender of the amount of its Pro Rata Share, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans or continuation described in Section 2.02(a). In the case of each Borrowing, each Lender shall make the amount of its Loan available to the Administrative Agent in Same Day Funds at the Administrative Agent's Office not later than 9:30 a.m. on the Business Day specified in the applicable Committed Loan Notice. Upon receipt of all such funds, the Administrative Agent will make such Loans available to the Borrower by wiring the amounts so received in like funds to the DIP Proceeds Account.

(c) Except as otherwise provided herein, a SOFR Loan may be continued or converted only on the last day of an Interest Period for such SOFR Loan unless the Borrower pays the amount due, if any, under Section 3.05 in connection therewith. During the existence of an Event of Default, the Administrative Agent or the Required Lenders may require that no Loans may be converted to or continued as SOFR Loans.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for SOFR Loans upon determination of such interest rate. The determination of Adjusted Term SOFR by the Administrative Agent shall be conclusive in the absence of manifest error. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than three (3) Interest Periods in effect.

(f) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the date of any Borrowing.

Section 2.03 [Reserved].

Section 2.04 [Reserved].

Section 2.05 Prepayments.

(a) Optional.

(i) The Borrower may, subject to clause (iii) below, upon written notice to the Administrative Agent, at any time or from time to time voluntarily (x) prepay Loans in whole or in part and/or (y) reduce the Commitments in whole or in part, in each case without premium or penalty (subject to Section 2.07(b) and Section 3.05); provided that (1) such notice must be received by the Administrative Agent not later than 3:00 p.m. New York City time (A) three (3) Business Days prior to any date of prepayment of SOFR Loans and (B) one (1) Business Day prior to any date of prepayment of Base Rate Loans; (2) any prepayment of SOFR Loans shall be in a minimum principal amount of $500,000, or a whole multiple of $100,000 in excess thereof; and (3) any prepayment of Base Rate Loans shall be in a minimum principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment or reduction and the Class(es) and Type(s) of Loans or Commitments and the order of Borrowing(s) to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Pro Rata Share or other applicable share provided for under this Agreement of such prepayment or reduction. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein, subject to clause (iii) below. Any prepayment of a Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 2.05(a)(iv) and Section 3.05. In the case of each prepayment of the Loans pursuant to this Section 2.05(a), the Borrower may in its sole discretion select the Borrowing or Borrowings to be repaid, and such payment shall be paid to the Lenders in accordance with their respective Pro Rata Shares or other applicable share as provided for under this Agreement.

(ii) [Reserved].

(iii) Notwithstanding anything to the contrary contained in this Agreement, subject to the payment of any amounts owing pursuant to Section 3.05, the Borrower may rescind any notice of prepayment under Section 2.05(a)(i) solely if such prepayment is conditioned upon the occurrence of any event, which event shall not occur or shall otherwise be delayed.

(iv) [Reserved].

(b) Mandatory.

(i) [Reserved].

(ii) (A) Subject to Section 2.05(b)(iii), if (x) the Borrower or any Subsidiary of the Borrower makes any Asset Disposition not permitted under this Agreement, or (y) any Event of Loss occurs (the transactions described in clauses (A)(x) and (y), each a "Relevant Transaction"), in each case, which results in the realization or receipt by the Borrower or Subsidiary of Net Cash Proceeds, except, solely in the case of an Event of Loss, to the extent the Borrower elects to reinvest all or a portion of such Net Cash Proceeds in accordance with Section 2.05(b)(ii)(B) below, the Borrower shall cause to be offered to be prepaid in accordance with clause (ix) below, on or prior to the date that is ten (10) Business Days after the date of the realization or receipt by the Borrower or any Subsidiary of such Net Cash Proceeds, an aggregate principal amount of Loans in an amount equal to 100.0% of all such Net Cash Proceeds.

(B) With respect to any Net Cash Proceeds realized or received with respect to any Event of Loss, at the option of the Borrower, the Borrower may reinvest all or any portion of such Net Cash Proceeds in Related Business Assets within 12 months following receipt of such Net Cash Proceeds (or, if the Borrower or the relevant Subsidiary, as applicable, has contractually committed within 12 months following receipt of such Net Cash Proceeds to reinvest such Net Cash Proceeds, then within 18 months following receipt of such Net Cash Proceeds); provided that the Borrower may elect to deem certain expenditures that

would otherwise be permissible reinvestments but that occurred prior to the receipt of the applicable Net Cash Proceeds as having been reinvested in accordance with the provisions of this Section 2.05(b)(ii)(B), but only to the extent such deemed expenditure shall have been made no earlier than the occurrence of the event in respect of which such Net Cash Proceeds were received; provided, however, that if any of such Net Cash Proceeds are no longer intended to be so reinvested at any time after the occurrence of the Event of Loss (or are not reinvested within such time period for reinvestment), an amount equal to any such Net Cash Proceeds shall be promptly applied to the prepayment of Loans as set forth in this Section 2.05.

(iii) [Reserved].

(iv) If the Borrower or any Subsidiary incurs or issues any Indebtedness after the Closing Date (other than Indebtedness permitted under Section 7.03), the Borrower shall prepay an aggregate principal amount of Loans in an amount equal to 100% of all Net Cash Proceeds received therefrom on or prior to the date which is five (5) Business Days after the receipt by Holdings or such Subsidiary of such Net Cash Proceeds.

(v) [Reserved].

(vi) (A) Each prepayment of Loans pursuant to this Section 2.05(b) shall be applied ratably to the Loans then outstanding; and (B) each such prepayment shall be paid to the Lenders in accordance with their respective Pro Rata Shares of such prepayment.

(vii) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Loans required to be made pursuant to clauses (i), (ii) and (iv) of this Section 2.05(b) at least three (3) Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Lender of the contents of the Borrower's prepayment notice and of such Lender's Pro Rata Share of the prepayment.

(viii) [Reserved].

(ix) [Reserved].

(x) In connection with any mandatory prepayments by the Borrower of the Loans pursuant to this Section 2.05(b), such prepayments shall be applied on a pro rata basis to the then outstanding Loans being prepaid irrespective of whether such outstanding Loans are Base Rate Loans or SOFR Loans and shall be accompanied by all accrued interest thereon; provided that, to the extent applicable, if no Lenders exercise the right to waive a given mandatory prepayment of the Loans pursuant to clause (ix) of Section 2.05(b), then, with respect to such mandatory prepayment, the amount of such mandatory prepayment shall be applied first to Loans that are Base Rate Loans to the full extent thereof before application to Loans that are SOFR Loans in a manner that minimizes the amount of any payments required to be made by the Borrower pursuant to Section 3.05.

(xi) Restricted Dispositions. Notwithstanding any other provisions of this Section 2.05(b), (A) to the extent that Net Cash Proceeds realized or received with respect to any Relevant Transaction attributable to Foreign Subsidiaries are prohibited or delayed by applicable local Requirements of Law (including relating to financial assistance, corporate benefit, thin capitalization, capital maintenance, restrictions on repatriating or upstreaming of cash intra-group and the fiduciary and statutory duties of the relevant Subsidiaries) from being repatriated to the United States, an amount equal to the portion of such Net Cash Proceeds so affected will not be required to be applied to repay Loans at the times provided in this Section 2.05(b) so long, but only so long, as the applicable local Requirements of Law will not permit

repatriation to the United States (the Borrower hereby agreeing to cause the applicable Foreign Subsidiary use commercially reasonable efforts to promptly take all actions reasonably required by the applicable local Requirements of Law to permit such repatriation), and once such repatriation of any of such funds is permitted under the applicable local Requirements of Law, an amount equal to such Net Cash Proceeds will be promptly applied (net of costs and expenses incurred and additional taxes payable by the Borrower or any of the Loan Parties or any of their Subsidiaries, Affiliates or direct or indirect equity owners or reserved against as a result thereof) to the repayment of the Loans pursuant to this Section 2.05(b), (B) to the extent that the Borrower has determined in good faith that the prepayment of Loans that would otherwise be required to be paid pursuant to Sections 2.05(b)(i) or (ii) from any of or all of the Net Cash Proceeds attributable to any Subsidiary would be prohibited or result in a material breach or default under a Contractual Obligation (other than a Contractual Obligation with an Affiliate thereof) or the Organization Documents of the relevant Subsidiary, an amount equal to the portion of such Net Cash Proceeds so affected will not be required to be applied to repay Loans at the times provided in this Section 2.05(b) so long, but only so long, as the applicable Contractual Obligation or Organization Document would prohibit such prepayment, and once such prepayment of any of such funds is permitted under the applicable Contractual Obligation or Organization Document, an amount equal to such Net Cash Proceeds, as applicable, will be promptly applied (net of costs and expenses incurred and additional taxes payable by the Borrower or any of the Loan Parties or any of their Subsidiaries, Affiliates or direct or indirect equity owners or reserved against as a result thereof) to the repayment of the Loans pursuant to this Section 2.05(b) and (C) to the extent that the Borrower has determined in good faith that repatriation of any of or all the Net Cash Proceeds would have material adverse tax or cost consequences to the Borrower or any of the Loan Parties or any of their Subsidiaries, Affiliates or direct or indirect equity owners (including the imposition of material withholding taxes) with respect to such Net Cash Proceeds, an amount equal to the portion of such Net Cash Proceeds attributable to Foreign Subsidiaries so affected will not be required to be applied to repay Loans at the times provided in this Section 2.05(b); provided that, in the case of this clause (C), if such Net Cash Proceeds are repatriated by such Foreign Subsidiary, an amount equal to such repatriated funds (net of costs and expenses incurred and additional taxes payable by the Borrower or any of the Loan Parties or any of their Subsidiaries, Affiliates or direct or indirect equity owners or reserved against as a result thereof) will be promptly applied to prepayments pursuant to this Section 2.05(b).

Section 2.06 Termination or Reduction of Commitments. The Commitment with respect to the Interim Loan of each Lender shall be automatically and permanently reduced to $0 upon the funding of the Interim Loan on the Closing Date and with respect to the Final Loan on the Final Loan Date, as applicable.

Section 2.07 Repayment of Loans. On the Maturity Date, the Borrower shall either (a) repay in cash to the Administrative Agent for the ratable account of each Lender, the aggregate principal amount of such Lender's Loans outstanding on such date, together with all other Obligations hereunder or (b) subject to the prior written consent of the Required Lenders in their sole discretion, convert the Loans into an exit term loan that is on terms and conditions satisfactory to the Required Lenders in their sole discretion and subject to documents acceptable to the Agents and the Required Lenders in their sole discretion (such conversion, an "Exit Conversion"). Each Lender shall be entitled to designate its participation in any such Exit Conversion to any Affiliate or managed fund.

Section 2.08 Interest.

(a) Subject to the provisions of Section 2.08(b), (i) each SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Adjusted Term SOFR for such Interest Period plus the Applicable Rate; and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate. Notwithstanding anything to the contrary herein, but subject to the immediately succeeding sentence, on each Interest Payment Date, the Borrower shall pay-in-kind (in lieu

of cash payment) a portion of the interest accrued during from the immediately prior Interest Payment Date (or the Closing Date, as applicable) to such Interest Payment Date in respect of any Loans equal to 7.00% per annum (the "PIK Interest Portion"), in which case, on and as of such Interest Payment Date for such Loans, an amount equal to the PIK Interest Portion in respect of such Loans for such Interest Period shall be automatically capitalized and added to the then-outstanding principal amount of such Loans. Notwithstanding anything to the contrary in the foregoing or any other provision of this Agreement, in no event shall the portion of accrued interest payable or paid in cash under this Agreement on the Loans in respect of any individual Interest Period be less than an amount equal to (i) with respect to SOFR Loans, Adjusted Term SOFR plus the 3.00% per annum and (ii) with respect to Base Rate Loans, the Base Rate plus the 2.00% per annum.

(b) During the continuance of an Event of Default under Section 8.01(a), the Borrower shall pay interest on past due amounts owing by it hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on such amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment.

Section 2.09 Fees.

(a) Commitment Fee. The Borrower agrees to pay on the Closing Date for the account of each Lender in accordance with its Pro Rata Share, a commitment fee in Dollars equal to 5.00% of the aggregate amount of Commitments (the "Commitment Fee"), which such Commitment Fee shall be, without duplication, payable-in-kind in accordance with Section 2.01(a). The Commitment Fee shall be fully earned and payable-in-kind on the Closing Date.

(b) Exit Fee. Upon the occurrence of an Exit Event, the Borrower shall pay (or cause to be paid) to the Administrative Agent for the account of each Lender in accordance with its Pro Rata Share, an exit fee in Dollars equal to 5.00% of the Commitments as in effect on the Closing Date (the "Exit Fee"), which such Exit Fee shall be (i) payable-in-kind in connection with any Credit Bid Sale Transaction (and shall, for purpose of any credit bid, be deemed added to the principal balance of the Loans immediately prior to any such credit bid) or (ii) otherwise, payable in cash upon any repayment of the Loans. At the election of the Required Lenders in their sole discretion, the Exit Fee for all Lenders may be converted into Equity Interests, subject to terms, conditions and agreements to be agreed by the Required Lenders and the Borrower. The Exit Fee shall be fully earned on the making of the Interim Loan and payable on the date of the applicable Exit Event.

(c) Backstop Fee. The Borrower agrees to pay on the Closing Date for the account of each Backstop Lender in accordance with its Pro Rata Share, a backstop fee equal to 10.0% of the aggregate amount of Commitments as in effect on the Closing Date (the "Backstop Fee"), which such Backstop Fee shall be, without duplication, payable-in-kind in accordance with Section 2.01(a) (and, at the election of the Required Lenders in their sole discretion, the Backstop Fee for all Lenders may be converted into Equity Interests, subject to terms, conditions and agreements to be agreed by the Required Lenders and the Borrower). The Backstop Fee shall be fully earned and payable on the Closing Date.

(d) Other Fees. The Borrower shall pay to the Agents such fees as shall have been separately agreed upon in the Agency Fee Letter or otherwise in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever (except as expressly agreed between the Borrower and the applicable Agent).

Section 2.10 Computation of Interest and Fees.

(a) All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of three hundred and sixty-five (365) days, or three hundred and sixty-six (366) days, as applicable, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a three hundred and sixty (360) day-year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one (1) day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) For the purposes of the Interest Act (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of a 360-day or any other period of time that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or such other period of time, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

Section 2.11 Evidence of Debt.

(a) The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent, acting solely for purposes of Treasury Regulation Section 5f.103-1(c), as non-fiduciary agent for the Borrower, in each case in the ordinary course of business. The accounts or records maintained in good faith by the Administrative Agent and each Lender shall be prima facie evidence absent manifest error of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Loan Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender, the Borrower shall execute and deliver to such Lender a Note payable to such Lender, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) Entries made in good faith by the Administrative Agent in the Register pursuant to clause (a) of this Section 2.11, and by each Lender in its account or accounts pursuant to clause (a) of this Section 2.11, shall be prima facie evidence of the amount of principal and interest due and payable or to become due and payable from the Borrower to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement and the other Loan Documents, absent manifest error; provided that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the Loan Obligations of the Borrower under this Agreement and the other Loan Documents.

Section 2.12 Payments Generally; Administrative Agent's Clawback.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in Same Day Funds not later than 1:00 p.m. New York City time on the date specified herein. Subject to clause (b) below, the Administrative Agent will promptly distribute to each Lender its Pro Rata Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's applicable Lending Office. All payments received by the Administrative Agent after 1:00 p.m. New York City time shall in each case be deemed received on the next succeeding Business Day, in the Administrative Agent's sole discretion, and any applicable interest or fee shall continue to accrue.

(b) Except as otherwise provided herein, if any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, if such extension would cause payment of interest on or principal of SOFR Loans to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

(c) Unless the Borrower or any Lender has notified the Administrative Agent, prior to the date any payment is required to be made by it to the Administrative Agent hereunder, that the Borrower or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that the Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in Same Day Funds, then:

(i) if the Borrower failed to make such payment, each Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Lender in Same Day Funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in Same Day Funds at the applicable Federal Funds Rate from time to time in effect; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in Same Day Funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrower to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at a rate per annum equal to the applicable Federal Funds Rate from time to time in effect. When such Lender makes payment to the Administrative Agent (together with all accrued interest thereon), then such payment amount (excluding the amount of any interest which may have accrued and been paid in respect of such late payment) shall constitute such Lender's Loan included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrower, and the Borrower shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this Section 2.12(c) shall be conclusive, absent manifest error.

(d) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Loans set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 10.04(c).

(f) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(g) Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Agents and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent and the Lenders in the order of priority set forth in Section 8.04. If the Administrative Agent receives funds for application to the Loan Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may (to the fullest extent permitted by mandatory provisions of applicable Law), but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Pro Rata Share of the Outstanding Amount of all Loans outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Loan Obligations then owing to such Lender.

Section 2.13 Defaulting Lender. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender.

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.09(a);

(b) the Commitment and Loans of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 10.01); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender;

(c) [reserved];

(d) [reserved];

(e) in the event and on the date that each of the Administrative Agent and the Borrower agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting

Lender, then, on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Pro Rata Share; and

(f) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of any Defaulting Lender (whether voluntary or mandatory, at maturity, or otherwise), shall be applied at such time or times as may be determined by the Administrative Agent and, where relevant, the Borrower as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Agents hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement; third, as the Administrative Agent or the Borrower may elect, to be held in a deposit account and released in order to satisfy obligations of such Defaulting Lender to fund Loans under this Agreement; fourth, to the payment of any amounts owing to the non-Defaulting Lenders, as a result of any judgment of a court of competent jurisdiction obtained by any non-Defaulting Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fifth, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction. Any payments, prepayments or other amounts paid or payable to any Defaulting Lender that are applied (or held) to pay amounts owed by any Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

Section 2.14 Sharing of Payments by Lenders. If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans made by it, any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders such participations in the Loans made by them as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans pro rata with each of them; provided that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon. For avoidance of doubt, the provisions of this paragraph shall not be construed to apply to (A) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement as in effect from time to time or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant permitted hereunder. The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by applicable Law, exercise all its rights of payment (including the right of setoff, but subject to Section 10.08) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. Each Lender that purchases a participation pursuant to this Section 2.14 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Loan Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Loan Obligations purchased.

ARTICLE III

TAXES, INCREASED COSTS PROTECTION AND ILLEGALITY

Section 3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall to the extent permitted by applicable Law be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Law requires any Withholding Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as reasonably determined by such Withholding Agent.

(ii) If the applicable Withholding Agent shall be required by applicable Law to withhold or deduct any Taxes, including both U.S. federal backup withholding and non-resident withholding Taxes, from any payment, then (A) such Withholding Agent shall withhold or make such deductions as are reasonably determined by such Withholding Agent to be required by applicable Law, (B) such Withholding Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with applicable Law and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the applicable Loan Party shall be increased by such Loan Party as necessary so that after any required withholding or deductions for such Indemnified Taxes or Other Taxes has been made (including withholding or deductions for Indemnified Taxes or Other Taxes applicable to additional sums payable under this Section 3.01) the applicable Lender (or, in the case of payments made to any Agent for its own account, such Agent) receives an amount equal to the sum it would have received had no such withholding or deductions for Indemnified Taxes or Other Taxes been made.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of subsection (a) above, the Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of any Agent timely reimburse it for the payment of, any Other Taxes.

(c) Indemnification by the Borrower. Without limiting the provisions of subsection (a) or (b) above, the Borrower shall, and does hereby, indemnify each Recipient, and shall make payment in respect thereof within fifteen (15) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable by such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of any such payment or liability delivered to the Borrower by a Lender, or by any Agent on its own behalf or on behalf of a Lender (with a copy to such Agent), shall be conclusive absent manifest error.

(d) Evidence of Payments. After any payment of Taxes by any Loan Party or the Administrative Agent to a Governmental Authority as provided in this Section 3.01, the Borrower or the Administrative Agent, as applicable, shall deliver to the Administrative Agent or the relevant Lender, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by applicable Law to report such payment or other evidence of such payment reasonably satisfactory to the Lender or the Administrative Agent, as the case may be.

(e) Status of Lenders; Tax Documentation.

(i) Each Lender shall deliver to the Borrower and to the Administrative Agent, at such time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law or by the Governmental Authorities of any jurisdiction and such other reasonably requested information as will permit the Borrower or the Administrative Agent, as the case may be, to determine (A) whether or not any payments made hereunder or under any other Loan Document are subject to withholding Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of any payments to be made to such Lender by any Loan Party pursuant to any Loan Document or otherwise to establish such Lender's status for withholding Tax purposes in the applicable jurisdiction. Any documentation and information required to be delivered by a Lender pursuant to this Section 3.01(e) (including any specific documentation set forth in subsection (ii) below) shall be delivered by such Lender (i) on or prior to the Closing Date (or on or prior to the date it becomes a party to this Agreement), (ii) on or before any date on which such documentation expires or becomes invalid or obsolete, (iii) after the occurrence of any change in the Lender's circumstances requiring a change in the most recent documentation previously delivered by it to the Borrower and the Administrative Agent and (iv) from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent, and each such Lender shall promptly notify in writing the Borrower and the Administrative Agent if such Lender is no longer legally eligible to provide any documentation previously provided. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs (e)(ii)(A), (ii)(B)(1) through (4) and (ii)(C) of this Section) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) any Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent two duly executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding or information reporting requirements; and

(B) each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of withholding Tax with respect to any payments hereunder or under any other Loan Document shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) whichever of the following is applicable:

(1) two duly executed copies of IRS Form W-8BEN or W-8BEN-E (or any successor form thereto) claiming eligibility for benefits of an income tax treaty to which the United States is a party;

(2) two duly executed copies of IRS Form W-8ECI (or any successor form thereto);

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate, substantially in the form of Exhibit G-1, to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or (C) a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code, and that no interest payments are effectively connected income (a "Non-Bank

Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E (or any successor form thereto);

(4) where such Lender is a partnership (for U.S. federal income tax purposes) or otherwise not a beneficial owner (e.g., where such Lender has sold a participation), IRS Form W-8IMY (or any successor thereto) and all required supporting documentation (including, where one or more of the underlying beneficial owner(s) is claiming the benefits of the portfolio interest exemption), a Non-Bank Certificate substantially in the form of Exhibit G-2, Exhibit G-3 or Exhibit G-4 of such beneficial owner(s) (provided that, if the Foreign Lender is a partnership and not a participating Lender, the applicable Non-Bank Certificate(s) may be provided by the Foreign Lender on behalf of the beneficial owner(s)); or

(5) executed copies of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

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

(iv) If the Administrative Agent is a "United States person" (as defined in Section 7701(a)(30) of the Code), it shall provide the Borrower with two duly completed copies of IRS Form W-9 certifying that such Administrative Agent is exempt from U.S. federal backup withholding. If the Administrative Agent is not a "United States person" (as defined in Section 7701 (a)(30) of the Code), (A) with respect to payments received on behalf of the Lenders, it shall provide the Borrower with two duly completed copies of IRS Form W-8IMY (together with any required accompanying documentation) certifying on Part I and Part IV of such Form W-8IMY that it is a U.S. branch that has agreed to be treated as a U.S. person for U.S. federal withholding Tax purposes with respect to payments to be received by it on behalf of the Lenders and (B) with respect to payments received for its own account, it shall provide the Borrower with two duly completed copies of IRS Form W-8ECI.

(v) Notwithstanding anything to the contrary in this Section 3.01, neither the Administrative Agent nor any Lender shall be required to deliver any documentation that it is not legally eligible to deliver.

(vi) Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 3.01(e).

(f) Treatment of Certain Refunds. Subject to the last sentence in Section 3.01(c), at no time shall any Recipient have any obligation to file for or otherwise pursue any refund of Taxes withheld or deducted from funds paid for the account of such Recipient. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 3.01, such Recipient shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) incurred by such Recipient, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrower, upon the request of such Recipient, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Recipient in the event such Recipient is required to repay such refund to such Governmental Authority. In such event, such Recipient shall, at the Borrower's request, provide the Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority (provided that such Recipient may delete any information therein that it deems confidential). Notwithstanding anything to the contrary in this paragraph (f), in no event will the Recipient be required to pay any amount to the Borrower pursuant to this paragraph (f) the payment of which would place the Recipient in a less favorable net after-Tax position than it would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 3.01(f) shall not be construed to require any Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(g) Delays in Requests. Failure or delay on the part of any Recipient to demand compensation pursuant to the foregoing provisions of this Section 3.01 shall not constitute a waiver of such Recipient's right to demand such compensation.

(h) Limitation. Notwithstanding anything to the contrary, no Lender shall demand payment of any additional amounts or other compensation pursuant to this Section 3.01 unless such Lender is generally making corresponding demands on similar types of borrowers for similar amounts pursuant to similar provisions in other loan documents to which such Lender is a party.

(i) FATCA. For the avoidance of doubt, for purposes of this Section 3.01, the term "applicable law" includes FATCA.

(j) Intended Tax Treatment. Each of the parties hereto (i) intends that the Loans be treated as short-term debt instruments for U.S. federal, state, and local income Tax purposes and (ii) agrees not to file any Tax return, report or declaration inconsistent with sub-clause (A) of the foregoing clause (i) except, in each case, as otherwise required pursuant to a final "determination" within the meaning of Section 1313(a) of the Code. The inclusion of this Section 3.01(j) is not an admission by any Lender that it is subject to United States taxation.

Section 3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to Adjusted Term SOFR or to determine or charge interest rates based upon Adjusted Term SOFR, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the applicable interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue SOFR Loans in Dollars

or to convert Base Rate Loans to SOFR Loans shall be suspended and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Adjusted Term SOFR component of the Base Rate, the interest rate on Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to Adjusted Term SOFR component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), convert all such Loans of such Lender to Base Rate Loans or (y) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans (the interest rate on which is determined by reference to Adjusted Term SOFR component of the Base Rate), the interest rate on Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to Adjusted Term SOFR component of the Base Rate, in each case, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

Section 3.03 SOFR Option.

(a) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Required Lenders may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. The parties shall use commercially reasonable efforts to satisfy any applicable IRS guidance, including Treasury Regulation Section 1.1001-6 and any future guidance, to the effect that the implementation of a Benchmark Replacement will not result in a deemed exchange for U.S. federal income tax purposes of any Loan under this Agreement for U.S. federal income tax purposes.

(b) In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Any determination, decision or election that may be made by the Administrative Agent and/or the Required Lenders pursuant to this Section 3.03, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document.

(d) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative

Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Reference Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

Section 3.04 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets held by, deposits with or for the account of, or credit extended or participated in by, any Lender (or its Lending Office); or

(ii) subject any Lender (or its Lending Office) to any Tax of any kind whatsoever with respect to this Agreement or any Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Indemnified Taxes or Other Taxes indemnifiable under Section 3.01 and any Excluded Taxes);

and the result of any of the foregoing shall be to reduce the amount of any sum received or receivable by such Lender (whether of principal, interest or any other amount) then, upon request of such Lender by delivery of a certificate pursuant to subsection (c) of this Section 3.04, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered. Notwithstanding anything to the contrary, no Lender shall demand payment of any additional amounts or other compensation pursuant to this Section 3.04 unless such Lender is generally making corresponding demands on similar types of borrowers for similar amounts pursuant to similar provisions in other loan documents to which such Lender is a party.

(b) Capital and Liquidity Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding liquidity or capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to liquidity requirements and capital adequacy), then from time to time, upon request by delivery of a certificate pursuant to subsection (c) of this Section 3.04, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender prepared in good faith setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section 3.04 and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 15 days after receipt thereof by the Borrower.

(d) Delays in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than six (6) months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof); provided, further, that the Borrower shall not be required to compensate a Lender for increased costs or reductions suffered more than nine months after such Change in Law, except that in the case of any such change having retroactive effect such period shall be extended until nine months after the Lender becomes aware of such change.

(e) Limitation. Notwithstanding anything to the contrary, no Lender shall demand payment of any additional amounts or other compensation pursuant to this Section 3.04 unless such Lender is generally making corresponding demands on similar types of borrowers for similar amounts pursuant to similar provisions in other loan documents to which such Lender is a party.

Section 3.05 Compensation for Losses. Upon written demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it (but, in each case, excluding lost profits) as a result of:

(a) any continuation, payment or prepayment of any Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan on the date or in the amount notified by the Borrower.

Section 3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If a Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or with respect to any Defaulting Lender, the Borrower may replace such Lender in accordance with Section 10.13.

Section 3.07 Survival. Each party's obligations under this Article III shall survive termination of the Commitments, repayment, satisfaction or discharge of all other Loan Obligations hereunder, any assignment of rights by or the replacement of a Lender, the resignation or replacement of any Agent, and the termination of this Agreement or any other Loan Document.

Section 3.08 Changes in Law; Impracticability or Illegality.

(a) Adjusted Term SOFR may be adjusted by the Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, including changes in tax laws (except to the extent such changes result in the Lender becoming liable for Indemnified Taxes or Excluded Taxes) and changes in the reserve requirements imposed by the Board of Governors of the Federal Reserve System (or any successor), which additional or increased costs would increase the cost of funding loans bearing interest at Adjusted Term SOFR. In any such event, the affected Lender shall give the Borrower and the Administrative Agent notice of such a determination and adjustment and the Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, the Borrower may, by notice to such affected Lender (i) require such Lender to furnish to the Borrower a statement setting forth the basis for adjusting such Adjusted Term SOFR and the method for determining the amount of such adjustment, or (ii) repay the SOFR Loans with respect to which such adjustment is made (together with any amounts due under Section 3.01).

(b) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans or to continue such funding or maintaining, or to determine or charge interest rates at Adjusted Term SOFR, such Lender shall give notice of such changed circumstances to the Borrower and the Administrative Agent, and the Administrative Agent promptly shall transmit the notice to each other Lender and (i) in the case of any SOFR Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such SOFR Loans, and interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Reference Rate Loans of the same type hereunder, and (ii) the Borrower shall not be entitled to elect the SOFR Option (including in any borrowing, conversion or continuation then being requested) until such Lender determines that it would no longer be unlawful or impractical to do so.

(c) The obligations of the Loan Parties under this Section 3.08 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01 Conditions to Closing Date and Availability of the Interim Loan. The obligation of each Lender to make the Interim Loan hereunder on the Closing Date is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's and the Required Lenders' (or their respective counsel) receipt of the following, each properly executed by a Responsible Officer of the signing Loan Party and by the other parties thereto and each in form and substance reasonably satisfactory to the Agents, the Required Lenders, and their respective legal counsel:

(i) executed counterparts of this Agreement and the Guaranty;

(ii) executed counterparts of each Security Agreement, together with:

(A) certificates, if any, representing the Pledged Equity referred to therein accompanied by undated stock powers executed in blank and instruments evidencing the Pledged Debt indorsed in blank;

(B) UCC and PPSA financing statements in appropriate form for filing under the UCC or the PPSA, as applicable, filings with the United States Patent and Trademark Office and the United States Copyright Office (to the extent indicated in the schedules to the applicable Security Agreement) and the Canadian Intellectual Property Office, in each case, in appropriate form for filings; and

(C) subject to Section 6.18, evidence that all other actions, recordings and filings required by the Collateral Documents as of the Closing Date or that the Required Lenders may deem reasonably necessary to satisfy the Collateral and Guarantee Requirement shall have been taken, completed or otherwise provided for in a manner reasonably satisfactory to the Collateral Agent and the Required Lenders;

(iii) (A) a copy of the certificate or articles of incorporation or organization, including all amendments thereto, of each Loan Party, certified, if applicable, as of a recent date by the Secretary of State or similar Governmental Authority of the jurisdiction of its organization, and a certificate as to the good standing (where relevant) of each Loan Party as of a recent date, from such Secretary of State or similar Governmental Authority and (B) a certificate of the Secretary or Assistant Secretary (or a director in lieu thereof) of each Loan Party, dated the Closing Date and certifying (i) that attached thereto is a true and complete copy of the by-laws, memorandum and articles of association, operating (or limited liability company) agreement or other equivalent Organization Documents of such Loan Party as in effect on the Closing Date, (ii) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such Person is a party and, in the case of the Borrower, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (iii) that the certificate or articles of incorporation or organization of such Loan Party have not been amended since the date of the last amendment thereto shown on the certificate of incorporation or organization furnished pursuant to clause (A) above, and (iv) as to the incumbency and specimen signature of each Responsible Officer executing any Loan Document on behalf of such Loan Party and countersigned by another officer as to the incumbency and specimen signature of the Secretary, Assistant Secretary or director of such Loan Party executing the certificate pursuant to clause (B) above.

(iv) [reserved];

(v) a certificate of a Responsible Officer of the Borrower (x) confirming satisfaction of the conditions set forth in Sections 4.01(c), (d), (h), (i), (j) and (m), and (y) attaching a copy of the ABL DIP Credit Agreement and certifying the same to be true, complete and effective as of the Closing Date; and

(vi) a Committed Loan Notice in accordance with the requirements hereof.

(b) The Administrative Agent shall have received, at least one (1) Business Day prior to the Closing Date, (i) all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and Parts II.1 and XII.2 of the Criminal Code (Canada) (together, the "AML Legislation") that has been reasonably requested at least two (2) Business Days in advance of the Closing Date and (ii) if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a certification regarding individual beneficial ownership solely to the extent required by the Beneficial Ownership Regulation in relation to the Borrower.

(c) (i) The representations and warranties contained in Article V and the other Loan Documents shall be true and correct in all material respects on and as of the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date; provided, however, that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects after giving effect to such qualification and (ii) no Default or Event of Default shall exist or would result from such proposed Borrowing or from the application of the proceeds therefrom.

(d) Since the Petition Date, no event, change or condition has occurred that has had, or could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) [Reserved].

(f) The Lenders and the Administrative Agent shall have received the Approved Budget.

(g) The Chapter 11 Cases shall have been commenced and all of the pleadings related to the "first day orders" shall be in form and substance reasonably satisfactory to the Required Lenders.

(h) The amount of the Loans made on the Closing Date shall not exceed the amount authorized by the Interim Order.

(i) The Interim Order Entry Date shall have occurred, and the Interim Order shall be in full force and effect.

(j) The Chapter 11 Cases of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code

(k) All of the "first day orders" entered by the Bankruptcy Court on or about the Petition Date or the Closing Date (and if any such orders shall have not been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) regarding, relating to or impacting (i) the Debtors' cash management systems and arrangements (such order, the "Cash Management Order"), (ii) any rights or remedies of any Secured Party, (iii) this Agreement or the ABL DIP Credit Agreement, (iv) the Collateral, any Liens thereon or any DIP Superpriority Claims, (v) the use of cash collateral, (vi) debtor-in-possession financing, (vii) adequate protection or otherwise relating to the Prepetition Term Credit

Agreement or the Prepetition ABL Credit Agreement or (viii) any plan of reorganization shall, in each case, be in form and substance satisfactory to the Agents and the Required Lenders in their sole and absolute discretion.

(l) All orders entered by the Bankruptcy Court pertaining to any payment of the Loan Parties' vendors, shippers, or other trade counterparties and all motions and other documents filed, and submitted to, the Bankruptcy Court in connection therewith shall be in form and substance reasonably satisfactory to the Required Lenders.

(m) No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Chapter 11 Cases, and no Debtor shall have applied for, consented to or acquiesced in any such appointment.

(n) The Sponsor LC Reimbursement Note Refinancing shall have been consummated, or shall be consummated substantially concurrently with the funding of the Interim Loan.

For purposes of determining whether the conditions specified in this Section 4.01 have been satisfied on the Closing Date, by funding the Interim Loan hereunder, each Lender that has executed this Agreement (or an Assignment and Acceptance on the Closing Date) shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to such Lender, as the case may be.

Section 4.02 Conditions to Availability of the Final Loan. The obligation of each Lender to make the Final Loan hereunder after the Closing Date is subject to satisfaction of the following conditions precedent:

(a) the representations and warranties contained in Article V and the other Loan Documents shall be true and correct in all material respects on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date; provided, however, that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct on and as of such date;

(b) no Default or Event of Default shall exist or would result from such proposed Borrowing or from the application of the proceeds therefrom;

(c) all outstanding fees, expenses and costs of the Lenders and the Agents (including, for the avoidance of doubt, all costs, fees, expenses and professional fees of the Agents and Lenders, including the fees and expenses of the Backstop Lender Advisors) shall have been paid;

(d) within 35 days of the Petition Date, the Final Order Entry Date shall have occurred and the Administrative Agent and the Lenders shall have received a true and complete copy of the Final Order, and such order shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated absent prior written consent of the Required Lenders and the Agents;

(e) the Loan Parties and their Subsidiaries shall be in compliance in all material respects with the Bankruptcy Court DIP Order;

(f) the Administrative Agent and the Lenders shall have received a certificate of a Responsible Officer of the Borrower confirming satisfaction of the conditions set forth in Sections 4.02(a) and (b); and

(g) the Administrative Agent and the Lenders shall have received copies of UCC, PPSA, United States Patent and Trademark Office, United States Copyright Office, Canadian Intellectual Property Office, tax and judgment lien searches and other equivalent lien searches in Canada, in each case as of a recent date with respect to the Loan Parties in such offices and the states (or other jurisdictions) of formation of such Persons or in which the chief executive office of each such Person is located, in each case as indicated in the schedules to the applicable Security Agreement, together with copies of the financing statements (or similar documents) disclosed by such search and either (i) reflecting no Liens other than Permitted Liens or (ii) accompanied by evidence satisfactory to the Required Lenders that the Liens (other than Permitted Liens) indicated in any such financing statement (or similar document) have been or will be contemporaneously released or terminated.

Each Committed Loan Notice (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of SOFR Loans) submitted by the Borrower after the Closing Date shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(a) and (b) have been satisfied on and as of the date of the applicable Borrowing. For purposes of determining whether the conditions specified in this Section 4.02 have been satisfied on the Final Loan Date, by funding the Final Loan hereunder, each Lender that has executed this Agreement (or an Assignment and Acceptance on or prior to the Final Loan Date) shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to such Lender, as the case may be.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Holdings and the Borrower represent and warrant to the Agents and the Lenders at the time of each Borrowing that:

Section 5.01 Organization; Powers. Each of the Loan Parties and each of its Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization (to the extent the concept of "good standing" is recognized thereunder), (b) subject to the entry and terms of the Bankruptcy Court DIP Order and other orders of the Bankruptcy Court, as applicable, has all requisite power and authority to carry on its business as now conducted and is qualified to do business in, and (c) is in good standing in, every jurisdiction where such qualification is required except where the failure to be in good standing would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. The Transactions are within each Loan Party's corporate or organizational powers and have been duly authorized by all necessary organizational and, if required, stockholder (or equity holder, as applicable) action. Subject to the entry and the terms of the Bankruptcy Court DIP Orders, the Loan Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitute a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, capital impairment, recognition of judgments or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 5.03 Governmental Approvals; No Conflicts. Other than the Bankruptcy Court DIP Order, the execution, delivery and performance by each Loan Party of each Loan Document to which it is a party (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and

except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate (i) any material Requirements of Law applicable to any Loan Party or any of its Subsidiaries or (ii) such Loan Party's Organization Documents, (c) will not violate or result in a default or breach under any material Contractual Obligation of any Loan Party or any of its Subsidiaries entered into after the Petition Date, and (d) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any of its Subsidiaries, except Liens created pursuant to the Loan Documents and other Liens permitted hereunder.

Section 5.04 [Reserved].

Section 5.05 [Reserved].

Section 5.06 Litigation and Environmental Matters.

(a) Except the Chapter 11 Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Loan Party, threatened against or affecting the Loan Parties or any of their Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that purports to affect the legality or enforceability of this Agreement or the other Loan Documents or consummation of the Transactions.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no Loan Party nor any of its Subsidiaries has received written notice of any claim, action or proceeding with respect to any Environmental Liability or knows of any basis for any Environmental Liability, (ii) unless stayed by the Chapter 11 Cases, each Loan Party and each of its Subsidiaries, and their respective current operations and properties, are in compliance with all Environmental Laws and have obtained, maintained and are in compliance with all permits, licenses or other approvals required under any Environmental Law and (iii) no Loan Party or any of its Subsidiaries has become subject to any Environmental Liability.

Section 5.07 [Reserved].

Section 5.08 Properties.

(a) As of the Closing Date, Schedule 5.08(a) sets forth the address of each parcel of owned Real Property. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each of the leases and subleases relating to the leased Real Property is valid and enforceable in accordance with its terms and is in full force and effect, and, to the knowledge of the applicable Loan Party, no default by any party to any such lease or sublease exists. Each of the Loan Parties and its Subsidiaries has good and marketable title to, or valid leasehold interests in, all its Real Property and personal property that is necessary for the operation of their respective business as currently conducted and as proposed to be conducted, except for Liens permitted by Section 7.01 and except where the failure to have such title would not reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) each Loan Party and its Subsidiaries owns, or is licensed or has the right to use, all Intellectual Property necessary to its business as currently conducted, (ii) to the Borrower's knowledge, no written claim has been asserted and is pending by any Person challenging any Loan Party's use of any Intellectual Property or the validity of any Intellectual Property owned by any Loan Party in any material respect and (iii) to the Borrower's knowledge, neither the Borrower nor any Subsidiary is infringing,

misappropriating, diluting or otherwise violating any Intellectual Property rights of any Person in any material respect.

(c) Insurance. Schedule 5.08(c) sets forth a summary of all material insurance maintained by or on behalf of the Loan Parties and the Subsidiaries as of the Closing Date. As of the Closing Date, all premiums in respect of such insurance have been paid. The Borrower and Holdings believe that the insurance maintained by or on behalf of the Loan Parties and the Subsidiaries is adequate.

Section 5.09 Compliance with Laws and Agreements. Unless stayed by the Chapter 11 Cases, each Loan Party and its Subsidiaries is in compliance with all Requirements of Law applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 5.10 Taxes. Subject to the terms of the Bankruptcy Court DIP Orders and any required approval by the Bankruptcy Court, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, each Loan Party and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes due and payable (including in its capacity as a withholding agent), except Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Subsidiary, as applicable, has established adequate reserves determined in accordance with GAAP or the payment of which is stayed by the Chapter 11 Cases. The Borrower and Holdings are not aware of any proposed Tax deficiencies or assessments that, in the aggregate, are material to the Loan Parties and their Subsidiaries, taken as a whole. There are no Liens for any material Taxes on any assets of any Loan Party or any of its Subsidiaries, other than Permitted Liens.

Section 5.11 ERISA Compliance.

(a) No ERISA Event, Canadian Pension Event or Foreign Benefit Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events or Foreign Benefit Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. Neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that would be subject to Section 4069 or 4212(c) of ERISA, except as would not reasonably be expected to result in a Material Adverse Effect. No Canadian Pension Termination Event has occurred or is reasonably expected to occur that, when taken together with all other such Canadian Pension Termination Events for which liability is reasonably expected to occur, would reasonably be expected to result in liability or obligation to pay in excess of the Threshold Amount.

(b) Except as would not reasonably be expected to have a Material Adverse Effect:

(i) All Canadian Pension Plans are, to the extent applicable, duly registered under the Income Tax Act (Canada), applicable pension standards legislation and any other applicable laws which require registration, and no event has occurred which would reasonably be expected to cause the loss of such registered status. The Canadian Pension Plans have each been administered, funded and invested in accordance with the terms of particular plan, its trust or funding agreement, all applicable laws including, where applicable, the Income Tax Act (Canada) and pension standards legislation, and the terms of all applicable collective bargaining agreements.

(ii) All obligations of each Loan Party and each other Subsidiary (including fiduciary, funding, investment and administration obligations) required to be performed in connection with the Canadian Pension Plans and their trust or funding agreement have been performed on a timely

basis. There are no outstanding disputes concerning the assets of the Canadian Pension Plans.

(c) No event has occurred which could reasonably be expected to give rise to a partial or full termination of any Canadian Defined Benefit Plan.

(d) There has been no improper withdrawal or application of the assets of any Canadian Defined Benefit Plan.

(e) No Loan Party or Subsidiary has withdrawn or is reasonably likely to withdraw from a Canadian Multi-Employer Plan.

(f) Each Canadian Defined Benefit Plan is fully funded on a going-concern and solvency basis using actuarial assumptions and methods which are consistent with the valuations last filed with the applicable Governmental Authorities and which are consistent with generally accepted actuarial principles.

(g) No benefit improvements or promises therefor under any Canadian Pension Plan have been made except where such improvement would not result in a solvency deficiency or going concern unfunded liability in the affected Canadian Pension Plan.

(h) The sole financial obligation of a Loan Party or Subsidiary to or in respect of a Canadian Multi-Employer Plan is to contribute to such Canadian Multi-Employer Plan at the rate or in the amount set out in the applicable collective bargaining agreement.

Section 5.12 Capitalization and Subsidiaries. As of the Closing Date, Schedule 5.12 sets forth (a) a correct and complete list of the name and relationship to Holdings of each and all of Holdings' Subsidiaries, (b) a true and complete listing of each class of each of the Loan Parties' (other than Holdings') authorized Equity Interests, of which all of such issued shares are validly issued, outstanding, fully paid and non-assessable, and (other than shares issued by Holdings) owned beneficially and of record by the Persons identified on Schedule 5.12, and (c) the type of entity of Holdings and each of its Subsidiaries. All of the issued and outstanding Equity Interests owned by any Loan Party has been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and is fully paid and non-assessable.

Section 5.13 Margin Regulations; Investment Company Act.

(a) Neither the making of any Loan hereunder nor the use of the proceeds thereof will violate the provisions of Regulation T, Regulation U or Regulation X of the Board.

(b) Neither any Loan Party nor any Subsidiary is required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940.

Section 5.14 Disclosure. As of the Closing Date, the reports, financial statements, certificates and other written information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole, are true and correct in all material respects as the date such information was furnished and do not, taken as a whole, contain any untrue statement of a material fact as of such date or omit to state any material fact necessary to make the statements therein, taken as a whole and in the light of the circumstances under which such statements were made not materially misleading; provided that, with respect to pro forma and projected financial information, the Borrower and Holdings represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered in light of the circumstances when

made and, if such pro forma and projected financial information was delivered prior to the Closing Date, as of the Closing Date.

Section 5.15 [Reserved].

Section 5.16 [Reserved].

Section 5.17 Security Interest in Collateral. The provisions of the Bankruptcy Court DIP Orders create legal and valid Liens on all the Collateral in favor of the Collateral Agent, for its benefit and the benefit of the other Secured Parties. The Collateral Documents further evidence the legal and valid Liens on all the Collateral in favor of the Collateral Agent, for its benefit and the benefit of the other Secured Parties. Such Liens, upon (i) the Interim Order Entry Date, (ii) the filing of financing statements in appropriate form describing the Collateral as "all assets" or using language of similar import or otherwise containing a reasonable description of the Collateral in the offices specified in the Security Agreements, with respect to Collateral that may be perfected by the filing of a financing statement in such office and (iii) any other filings contemplated hereby and by the Collateral Documents, in each case, as applicable, constitute further evidence that such Liens are perfected and continuing Liens on the Collateral securing the Loan Obligations, enforceable (subject to applicable bankruptcy, insolvency, reorganization, moratorium, capital impairment, recognition of judgments or other laws affecting creditors' rights generally) against the applicable Loan Party and all third parties, and having priority over all other Liens on the Collateral except Permitted Liens, to the extent any such liens would have priority over the Liens in favor of the Collateral Agent pursuant to the Bankruptcy Court DIP Orders (including, without limitation any Liens on ABL Priority Collateral securing the ABL Obligations permitted hereunder to the extent provided in the Bankruptcy Court DIP Orders and the ABL Intercreditor Agreement).

Section 5.18 Employment Matters. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, there are no strikes, lockouts or slowdowns against any Loan Party or any Subsidiary pending or, to the knowledge of the Borrower, threatened. The hours worked by and payments made to employees of the Loan Parties and the Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable federal, state, local or foreign law dealing with such matters except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, all payments due from any Loan Party or any Subsidiary, or for which any claim may be made against any Loan Party or any Subsidiary, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Loan Party or such Subsidiary.

Section 5.19 Anti-Terrorism Law. Each Loan Party and, to the knowledge of the Borrower, their respective officers, directors, employees and agents are in compliance in all material respects with applicable Requirements of Law relating to terrorism or money laundering ("Anti-Terrorism Laws"), including applicable provisions of Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and the USA PATRIOT Act.

Section 5.20 Anti-Corruption Laws and Sanctions. The Borrower has implemented and maintains in effect policies and procedures reasonably designed to promote compliance by the Borrower and its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Holdings, the Borrower, its Subsidiaries and their respective officers and employees and, to the knowledge of Holdings or the Borrower, their respective directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) Holdings, the Borrower, any Subsidiary or any of their respective directors or officers, or (ii) to the knowledge of Holdings or the Borrower, any employee or agent of Holdings, the Borrower or any

Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions. This Section 5.20 shall not be interpreted or applied in relation to any Loan Party or any Subsidiary of a Loan Party to the extent that the representations made under this Section 5.20 violate, or would result in a breach of, the Foreign Extraterritorial Measures Act (Canada).

Section 5.21. Purpose of Loans. The proceeds of the Loans will be used in accordance in all material respects with the terms of the Bankruptcy Court DIP Orders and the Loan Documents, including, without limitation: (i) to repay outstanding principal balance of the Prepetition ABL Credit Agreement, in an aggregate amount not less than $[___][1], (ii) pay amounts due to Lenders and the Agents hereunder and professional fees and expenses (including legal, financial advisor, appraisal and valuation-related fees and expenses) incurred by Lenders, the Agents and the Loan Parties, including those incurred in connection with the preparation, negotiation, documentation and court approval of the transactions contemplated hereby and (iii) to provide working capital, and for other general corporate purposes of the Loan Parties, and to pay administration costs of the Chapter 11 Cases and to fund all other obligations benefiting from the Carve Out (without regard to whether such obligations are provided for in the Approved Budget) and claims or amounts approved by the Bankruptcy Court and for any other purpose not prohibited by the terms hereof, in all cases, subject to the Approved Budget as then in effect.

Section 5.22 Approved Budget and Financial Plan. The Approved Budget was prepared in good faith based on assumptions believed by the Loan Parties to be reasonable at the time made and upon information believed by the Responsible Officers of the Loan Parties to have been reasonable based upon the information available at the time such Approved Budget was furnished; it being understood and agreed that the information and/or projections included in the Approved Budget are not to be viewed as facts and are subject to significant contingencies, many of which are not within the control of the Loan Parties and/or any Subsidiary, and that projected or estimated information may differ from actual results, and such differences may be material. On and after the delivery of any Variance Report in accordance with this Agreement, such Variance Report fairly represents, in all material respects, the information covered thereby. To the knowledge of the Borrower, no facts exist that (individually or in the aggregate) would result in any material change in the then-applicable Approved Budget.

Section 5.23. Bankruptcy Court DIP Orders.

(a) The Interim Order (and when applicable, the Final Order) is, following the entry thereof, effective to (i) cause the Secured Obligations to be DIP Superpriority Claims, having the status and priority set forth in the Interim Order (and when applicable, the Final Order), subject to the Carve-Out in all respects, and (ii) create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid, binding and enforceable perfected first priority security interest (in accordance with the priorities set forth in the Interim Order (and when applicable, the Final Order)) in the Collateral without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents.

(b) The Interim Order (and when applicable, the Final Order) is in full force and effect, and has not been vacated, reversed, terminated, stayed, modified or amended in any manner without the consent of the Agents and the Required Lenders in their sole and absolute discretion.

(c) Upon the occurrence of the Maturity Date (whether by acceleration or otherwise), the Agents shall, subject to Article VIII and the applicable provisions of the Interim Order (and when

[1] NTD: BofA/Skadden to confirm.

applicable, the Final Order), be entitled to immediate payment of the Loan Obligations and to enforce the remedies provided for under this Agreement and the other Loan Documents in accordance with the terms hereof and thereof, in each case without further application to or order by the Bankruptcy Court.

(d) If the Interim Order (and when applicable, the Final Order) is the subject of a pending appeal in any respect, none of the Interim Order (and when applicable, the Final Order), the extension of credit or the performance by any Loan Party of any of its obligations under this Agreement or any of the other Loan Documents shall be the subject of a presently effective stay pending appeal. The Debtors, the Agents and the Lenders shall be entitled to rely in good faith upon the Interim Order (and when applicable, the Final Order), notwithstanding objection thereto or appeal therefrom by any interested party. The Debtors, the Agents and the Lenders shall be permitted and required to perform their respective obligations in compliance with the Loan Documents notwithstanding any such objection or appeal, unless the Interim Order (and when applicable, the Final Order) has been stayed by a court of competent jurisdiction.

Section 5.24 Appointment of Trustee or Examiner; Liquidation. No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Chapter 11 Cases, and no Debtor shall have applied for, consented to or acquiesced in any such appointment. No order has been entered in any of the Chapter 11 Cases to convert any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or to dismiss any of the Chapter 11 Cases.

Section 5.25. Adverse Proceedings. Other than the Chapter 11 Cases, there are no material unstayed Adverse Proceedings now pending or threatened or affecting Holdings, the Borrower, the Subsidiary Guarantors or any of their respective Subsidiaries before any court, Governmental Authority or arbitrator.

ARTICLE VI

AFFIRMATIVE COVENANTS

Until the Termination Date, (i) Holdings shall (with respect to Sections 6.04 and 6.05(a) only) and (ii) the Borrower shall, and the Borrower shall cause (except in the case of the covenants set forth in Section 6.01, 6.02, 6.03 and 6.17) each Subsidiary to:

Section 6.01 Financial Statements; Approved Budget; Lender Calls. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) within one hundred twenty (120) days after the end of each fiscal year of the Borrower (beginning with the fiscal year ending December 31, 2023), its audited consolidated balance sheet and related statements of income, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, together with a management's discussion and analysis of such financial information in the form customarily prepared by the Borrower, all reported on by independent public accountants of recognized national standing to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, accompanied by any management letter prepared by said accountants. Notwithstanding the foregoing, in the event that the Borrower delivers an annual report on Form 10-K for such fiscal year the Borrower will be deemed to have delivered the financial statements required by this clause (a) on the date of such filing;

(b) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower (beginning with the fiscal quarter ended on June 30, 2023), its consolidated balance sheet and related statements of income, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, together with a customary management's discussion and analysis of such financial information in the form customarily prepared by the Borrower, all certified by a Responsible Officer of the Borrower as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes. Notwithstanding the foregoing, in the event that the Borrower delivers a quarterly report on Form 10-Q for such fiscal quarter, the Borrower will be deemed to have delivered the financial statements required by this clause (b) on the date of such filing;

(c) on Wednesday of each week following the Petition Date (prior to 11:59 p.m.), commencing with Wednesday, June 21, 2023, the Borrower shall deliver to the Administrative Agent and the Lenders an updated budget (in the form of the Approved Budget), which shall become the Approved Budget upon approval in accordance with the definition thereof; and

(d) on Wednesday of each week following the Petition Date (prior to 11:59 p.m.), commencing with Wednesday of the first full week following the Petition Date, the Borrower shall deliver to the Administrative Agent and the Lenders a budget variance report in substantially the form of Exhibit K hereto (each, a "Variance Report") describing in reasonable detail the Loan Parties and their Subsidiaries' aggregate cash receipts and aggregate cash disbursements during the relevant Budget Testing Period (or, prior to the completion of any applicable Budget Testing Period, for each full fiscal week completed after the Petition Date and prior to the date of such delivery) as compared to the projected, aggregate cash receipts and disbursements provided by the then-current Approved Budget for the same period.

Additionally, at least weekly, at a time mutually agreed with the Required Lenders that is after the delivery of the information required pursuant to clauses (d) above, upon the request of the Required Lenders or the Backstop Lender Advisors, participate in one conference call for the Lenders, the Backstop Lender Advisors and counsel to 11th Lane Holdings, LLC as a Lender (and its Affiliates that are Lenders) to discuss the financial condition and results of operations of the Loan Parties and their Subsidiaries, the Approved Budget and Variance Report and any other information regarding the business and operations requested by the Backstop Lender Advisors or any counsel to 11th Lane Holdings, LLC as a Lender (and its Affiliates that are Lenders); provided for any week in which the conference call described above does not take place, upon the request of the Required Lenders, the Borrower shall use commercially reasonable efforts to cause its financial advisor to be available for a call with Lenders to discuss the matters described above; it being understood that the foregoing cannot be construed to create any obligation on any of the aforementioned professionals to provide such information, absent an express contractual requirement to do so, nor can any of the foregoing be construed to override existing confidentiality and other obligations owed by the Loan Parties to such of its professionals, including with respect to the sharing of any such information with third parties.

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) concurrently with any delivery of financial statements under clause (a) or (b) (other than the financial statements for the fiscal quarter ending on June 30, 2023) of Section 6.01, a Compliance Certificate signed by a Responsible Officer of the Borrower;

(b) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Holdings, the Borrower or any Subsidiary with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, as the case may be;

(c) no later than five (5) Business Days prior to the effectiveness thereof, copies of substantially final drafts of any proposed amendment, waiver or other modification with respect to any Indebtedness (other than intercompany Indebtedness);

(d) concurrently with any delivery of the financial statements pursuant to clause (a) of Section 6.01, a report setting forth the information required by Section 5.3 of the Security Agreements or confirming that there has been no change in such information since the Closing Date or the date of the last such report;

(e) concurrently with any delivery of financial statements pursuant to clause (a) of Section 6.01 (and at such other times as the Collateral Agent requests during the continuation of an Event of Default), notice of any filing by any Loan Party, either directly or through any agent, employee or designee, of an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office or the United States Copyright Office and the Canadian Intellectual Property Office, and such Loan Party shall execute, deliver and file any Intellectual Property Security Agreements to evidence the Collateral Agent's security interest on such Patent, Trademark or Copyright in the United States and Canada, and the General Intangibles (as defined in Article 9 of the UCC (or equivalent, if applicable, under the PPSA) of such Loan Party relating thereto or represented thereby;

(f) as soon as reasonably practicable in advance of filing with the Bankruptcy Court or delivering to the Creditors' Committee or the U.S. Trustee, as the case may be, the Final Order and all other proposed orders, motions, filings and pleadings related to the Loans and the Loan Documents, any Plan of Reorganization and/or any disclosure statement related thereto and (ii) by the earlier of (A) three (3) Business Days prior to being filed (and if impracticable, then as soon as possible and in no event later than promptly after being filed) on behalf of any of the Debtors with the Bankruptcy Court or (B) at the same time as such documents are provided by any of the Debtors to any statutory committee appointed in the Chapter 11 Cases or the U.S. Trustee, all other notices, filings, motions, pleadings or other information concerning the financial condition of the Borrower or any of its Subsidiaries or other Indebtedness of the Loan Parties or any request for relief under Section 363, 365, 1113 or 1114 of the Bankruptcy Code or Section 9019 of the Federal Rules of Bankruptcy Procedure or Part IV of the CCAA, in each case, other than notices, filings, motions, pleadings or other information concerning less than $1,000,000 in value;

(g) promptly following any request from the Administrative Agent therefor, (x) copies of (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any Loan Party or any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) such other documents or governmental reports or filings relating to any Pension Plan or Canadian Pension Plan as the Administrative Agent shall reasonably request and (y) with respect to any Multiemployer Plan, (i) any documents described in Section 101(k) of ERISA that any Loan Party

or any ERISA Affiliate has received from such Multiemployer Plan and (ii) any notices described in Section 101(1) of ERISA that any Loan Party or any ERISA Affiliate has received from such Multiemployer Plan; and

(h) as promptly as practicable following any request from the Administrative Agent or the Required Lenders therefor, such other reasonably available information regarding the operations, business affairs and financial condition of Holdings or any Subsidiary, as the Administrative Agent (for itself or on behalf of any Lender) or the Required Lenders may reasonably request; provided that (x) such financial information is of a type customarily provided to lenders in similar syndicated credit facilities and (y) none of Holdings, the Borrower or any Subsidiary shall be required to disclose or provide any information (i) that constitutes non-financial trade secrets or non-financial proprietary information of Holdings, the Borrower or any of their respective Subsidiaries or any of their respective customers and/or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives) is prohibited by any applicable Requirements of Law, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which Holdings, the Borrower or any Subsidiary owes confidentiality obligations to any third party); provided that in the event Holdings, the Borrower or any Subsidiary does not provide information in reliance on the foregoing proviso, the Borrower shall provide notice to the Administrative Agent that such information is being withheld (but solely to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligation, or without waiving such privilege, as applicable) and the Borrower shall use commercially reasonable efforts to describe the applicable information withheld pursuant to clause (ii), (iii) or (iv) above to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligation, or without waiving such privilege, as applicable.

(i) promptly after the same are available and to the extent feasible not later than three (3) days prior to the filing thereof (other than in exigent circumstances in which case as soon as practicable), all pleadings, motions, applications and any other documents to be filed by or on behalf of the Loan Parties; and

(j) by 11:59 p.m. (New York City Time) on the Wednesday of each week (or, if such Wednesday is not a Business Day, the immediately preceding Business Day), commencing with the week ending June 23, 2023, the Borrower shall deliver to the Administrative Agent and the Lenders (i) sales flash reporting for such week, together with weekly and month-to-date sales detail by segment and product and a comparison to the prior fiscal year, in each case, in form and consistent with such reporting prepared by the Borrower prior to the Petition Date and (ii) any Borrowing Base Certificate (as defined in the ABL DIP Credit Agreement) or other calculation of the Borrowing Base (as defined in the ABL DIP Credit Agreement) delivered to the ABL Administrative Agent or ABL Lenders during the immediately preceding week.

(l) no later than the date that is the earlier of (x)(A) for the fiscal month ended April 30, 2023, June 21, 2023, (B) for the fiscal month ended May 31, 2023, June 23, 2023 and (C) for each fiscal month ended after the Closing Date, twenty (20) days following the fiscal month-end for each fiscal month ended after the Closing Date and (y) the date on which the lenders under the ABL DIP Credit Agreement receive such information, an unaudited (on an internal reporting basis) consolidated statement of comprehensive income or operations of the Borrower and its Subsidiaries for such fiscal month, which such unaudited statements shall include (i) a consolidated income statement, balance sheet and cash flows in form and detail acceptable to the Required Lenders, (ii) to be provided solely to the Backstop Lender Advisors (but not to the Administrative Agent or the Lenders), management key performance indicator reporting including performance by business

unit, product/brand and region and supporting commentary relative to the prior year and, solely beginning with the month ending June 30, 2023, relative to the projection model, acceptable to the Required Lenders and (iii) an updated Borrowing Base (as defined in the ABL DIP Credit Agreement) forecast;

(m) to be provided solely to the Backstop Lender Advisors (but not to the Administrative Agent or the Lenders) no later than 11:59 p.m. (New York City Time) on June 23, 2023, an updated business plan monthly through 2024 and quarterly thereafter through 2026 with a consolidated income statement, balance sheet and cash flows, including a detailed operating income statement support by business unit, product, brand and region and a monthly liquidity model for North America including detailed working capital and capital expenditures by business unit, and such other detailed information available to the Borrower that is requested by the Required Lenders;

(n) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party or any Subsidiary as any Lender may from time to time may reasonably request; and

(o) by July 27, 2023 (or such later date as the Required Lenders may agree in their sole discretion), the Debtors shall have delivered to the Administrative Agent and the Required Lenders a budget showing the anticipated costs and expenses associated with a wind-down of the Debtors and their Subsidiaries.

Documents required to be delivered pursuant to Section 6.01 (a) or (b) or Section 6.02(a) or (b) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Borrower's behalf on IntraLinks or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) upon written request by the Administrative Agent, the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents and the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by Holdings or the Borrower with any such request for delivery.

The Borrower hereby acknowledges that (i) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of Holdings and the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (ii) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that: (w) all the Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat the Borrower Materials as

not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent the Borrower Materials constitute Confidential Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent shall be entitled to treat Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Borrower shall not be under any obligation to mark Borrower Materials "PUBLIC." Notwithstanding anything herein to the contrary, any Loan Documents, financial statements delivered pursuant to Sections 6.01(a) and (b) and Compliance Certificates delivered pursuant to Section 6.02(a) shall be deemed to be suitable for posting on a portion of the Platform designated "Public Side Information."

Section 6.03 Notices of Material Events. Furnish to the Administrative Agent and each Lender promptly after a Responsible Officer of Holdings or the Borrower obtains knowledge thereof written notice of any material event related to the Borrower or its Subsidiaries, including of the following:

(a) the occurrence of any Default or Event of Default;

(b) receipt of any written notice of any governmental investigation or any litigation or proceeding commenced or threatened against any Loan Party that would reasonably be expected to have a Material Adverse Effect;

(c) the occurrence of any ERISA Event, Canadian Pension Event or Foreign Benefit Event that, alone or together with any other ERISA Events or Foreign Benefit Events that have occurred, would reasonably be expected to have a Material Adverse Effect;

(d) the occurrence of any Canadian Pension Termination Event that, alone or together with any other Canadian Pension Termination Events that have occurred, would reasonably be expected to result in liability or an obligation to pay in excess of the Threshold Amount;

(e) any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect;

(f) receipt (and copy of) of any proposal or indication of interest for the restructuring or recapitalization of the Borrower or any Subsidiary or the sale of all or any of the Borrower's or any Subsidiary's assets or businesses;

(g) any motion for the appointment of a trustee or examiner; and

(h) receipt of any written notice of a default or event of default delivered to any Loan Party under any debt agreements or instruments in respect of Indebtedness in excess of the Threshold Amount.

(i) (i) the filing or commencement of, or any written threat or notice of intention of any Person to file or commence, any Adverse Proceeding not previously disclosed in writing by the Borrower to the Administrative Agent and the Required Lenders, or (ii) any material development in any Adverse Proceeding that would reasonably be expected to be adversely determined and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect, or that seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated hereby;

Each notice delivered under this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 6.04 Payment of Taxes. Subject to the terms of the Bankruptcy Court DIP Orders and any required approval by the Bankruptcy Court, pay or discharge all Taxes before the same shall become delinquent or in default, except (a) where the validity or amount thereof is being contested in good faith by appropriate proceedings and where such Loan Party or such Subsidiary has set aside on its books adequate reserves with respect thereto if and to the extent required by GAAP, (b) as would not be reasonably expected, individually or in the aggregate, to result in a Material Adverse Effect or (c) unless stayed by the Chapter 11 Cases.

Section 6.05 Existence; Conduct of Business. (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, Intellectual Property rights, licenses and permits material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted, in each case, except as would not be reasonably expected, individually or in the aggregate, to result in a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, amalgamation, consolidation, liquidation or dissolution permitted under Section 7.04 and (b) carry on and conduct its business in substantially the same fields of enterprise as it is conducted as of the Closing Date or enterprises reasonably similar related, corollary, complementary, ancillary, synergistic or incidental thereto or reasonable expansions or extensions thereof.

Section 6.06 Maintenance of Properties. Except as would not be reasonably expected, individually or in the aggregate, to result in a Material Adverse Effect, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted.

Section 6.07 Insurance. Subject to Section 6.18, the Borrower will maintain or cause to be maintained, in each case, as determined by the Borrower in good faith, with financially sound and reputable insurers, such insurance coverage in respect of all of its material Property as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance) and otherwise on such terms and conditions as shall be customary for such Persons. All such insurance shall, to the extent customary (but in any event, not including business interruption insurance and personal injury insurance) (i) provide that no cancellation thereof shall be effective until at least 10 days after receipt by the Collateral Agent of written notice thereof (or such shorter period as the Required Lenders may agree in its sole discretion) and (ii) name the Collateral Agent as an additional insured party or loss payee, as applicable.

Section 6.08 Compliance with Laws.

Unless stayed by the Chapter 11 Cases or except as would not be reasonably expected, individually or in the aggregate, to result in a Material Adverse Effect, comply with all Requirements of Law (including ERISA and Environmental Laws) applicable to it or its property.

Section 6.09 Books and Records. Keep proper books of record and account in which full, true and correct entries in all material respects in conformity with GAAP are made of all material dealings and transactions in relation to its business and activities.

Section 6.10 Inspection Rights. Permit any representatives designated by the Administrative Agent or Required Lenders or, during the continuation of an Event of Default, any Lender (including

employees of the Administrative Agent, any Lender or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent or the Required Lenders), upon reasonable prior notice during normal business hours, to visit and inspect its properties, to examine and make extracts from its books and records, including environmental assessment reports and Phase I studies, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided, however, that financial officers of the Borrower shall be entitled to participate in any discussion or meeting with the accountants. Nothing in this Section 6.10 shall be construed to cause Holdings, any Loan Party or any of its or their Subsidiaries to divulge any trade secrets, research data or proprietary information or any materials covered by an attorney-client privilege that has not been waived or any materials otherwise subject to confidentiality or disclosure restrictions that would prohibit or restrict such disclosure (so long as such confidentiality or disclosure restrictions were not entered into in contemplation of the requirements of this Section 6.10) or any materials in respect of which disclosure is prohibited by Applicable Law.

Section 6.11 Future Guarantees and Security. Subject to applicable Law, cause each of its Domestic Subsidiaries formed or acquired after the date of this Agreement that is not an Excluded Subsidiary (which, for the purposes of this paragraph, shall include (x) any previously non-wholly-owned Domestic Subsidiary that becomes wholly-owned and is not an Excluded Subsidiary, (y) any Domestic Subsidiary which guarantees any ABL Obligations and (z) any Subsidiary which ceases to be an Excluded Subsidiary) in accordance with the terms of this Agreement to become a Loan Party and to comply with the requirements set forth in the definition of "Collateral and Guarantee Requirement". The foregoing actions shall be taken by the earlier of (a) the date that any such Subsidiary guarantees any ABL Obligations and (b) the date that is ten (10) days after the formation or acquisition of such Subsidiary (or, in each case, such later date as the Required Lenders may agree).

Section 6.12 [Reserved].

Section 6.13 Additional Collateral. If any material assets (including any owned Real Property located in the United States or Canada) are acquired by the Borrower or any Subsidiary that is a Loan Party after the Closing Date (other than (x) assets constituting Collateral under any Collateral Document that become subject to the Lien in favor of the Collateral Agent upon acquisition thereof and (y) Excluded Property), notify the Collateral Agent and the Lenders thereof, and, if requested by the Collateral Agent or the Required Lenders, but in each case only to the extent required pursuant to the Collateral and Guarantee Requirement, the Loan Parties, as applicable, shall cause such assets to be subjected to a Lien securing the Loan Obligations and will take, and cause Subsidiaries that are Loan Parties to take, such actions as shall be necessary or reasonably requested by the Collateral Agent to grant and perfect such Liens, including actions described in Section 6.11 and Section 6.16, all at the expense of the applicable Loan Party, within ten (10) days after such acquisition (or, in the case of any Real Property, 90 days) (or, in each case, such later date as the Required Lenders may agree in their reasonable discretion).

Section 6.14 Use of Proceeds. The proceeds of the Loans will be used in accordance in all material respects with the terms of the Bankruptcy Court DIP Order and the Loan Documents, including, without limitation: (i) to repay obligations under the Prepetition ABL Credit Agreement, in an aggregate amount not to exceed $[___][2], (ii) pay amounts due to Lenders and the Agents hereunder and professional fees and expenses (including legal, financial advisor, appraisal and valuation-related fees and expenses) incurred by Lenders, the Agents and the Loan Parties, including those incurred in connection with the preparation, negotiation, documentation and court approval of the transactions contemplated hereby and (iii) to provide working capital, and for other general corporate purposes of the Loan Parties, and to pay

[2] NTD: BofA/Skadden to confirm.

administration costs of the Chapter 11 Cases and to fund all other obligations benefiting from the Carve Out (without regard to whether such obligations are provided for in the Approved Budget) and claims or amounts approved by the Bankruptcy Court and for any other purpose not prohibited by the terms hereof subject to the Approved Budget as then in effect. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

Section 6.15 USA PATRIOT Act; Sanctions, etc.

(a) Promptly provide following a request by any Agent or any Lender, all documentation and other information that any Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and AML Legislation.

(b) Additionally (i) comply in all material respects with Anti-Corruption Laws, Sanctions and Anti-Terrorism Laws applicable to it and its property and (ii) maintain in effect policies and procedures reasonably designed to ensure compliance by the Borrower and its Subsidiaries and their respective directors, officers, employees and agents with Sanctions, Anti-Corruption Laws and Anti-Terrorism Laws applicable to it and its property. Notwithstanding the foregoing, the requirements set forth in this Section 6.15, as they pertain to compliance by any Foreign Subsidiary with Sanctions are subject to and limited by any Requirements of Law applicable to such Foreign Subsidiary in its relevant local jurisdiction.

(c) Not, and not authorize any of their respective directors, officers, employees, agents and representatives to, directly or indirectly, use any part of the proceeds of the Loans, or otherwise make available such proceeds, directly or indirectly, to any Person, (i) for the purpose of financing the activities of any Person that, at the time of such financing, is a Sanctioned Person (except to the extent authorized by applicable Requirements of Law) or (ii) in any other manner that would (x) constitute or give rise to a violation of Sanctions by, or (y) reasonably be expected to result in the designation as a target of Sanctions of, Holdings, the Borrower, each of the Borrower's Subsidiaries or, to the knowledge of Holdings or the Borrower, any other party hereto, including any Lenders.

(d) No provision of Section 6.14 or this Section 6.15 shall apply to or in favor of any Loan Party or any Subsidiary of a Loan Party if and to the extent that it would violate or result in a breach, by or in respect of such Person, of the Foreign Extraterritorial Measures Act (Canada).

Section 6.16 Further Assurances. Without limiting the foregoing, subject to the ABL Intercreditor Agreement and the Bankruptcy Court DIP Orders, but in each case only to the extent required pursuant to the Collateral and Guarantee Requirement, cause each Loan Party to execute and deliver, or cause to be executed and delivered, to the Collateral Agent such documents, agreements and instruments, or take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings and other documents and such other actions or deliveries of the type required by Section 4.01), which may be required by Law or which the Collateral Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all at the expense of the applicable Loan Party.

Section 6.17 Maintenance of Ratings. In respect of the Borrower, use commercially reasonable efforts to (a) cause the Loans to be continuously rated (but not any specific rating) from both of S&P and Moody's within thirty (30) days of the Petition Date and (b) maintain public corporate ratings and corporate family ratings (but, in each case, not to obtain a specific rating) from both of Moody's and S&P.

Section 6.18 Post-Closing Requirements. As promptly as practicable, and in any event within the time periods after the Closing Date specified in Schedule 6.18 or such later date as the Required Lenders agrees to in writing, including to reasonably accommodate circumstances unforeseen on the Closing Date, deliver the documents or take the actions specified on Schedule 6.18.

Section 6.19 Change in Fiscal Year. Maintain its current fiscal year-end (provided that any Subsidiary of the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to the same fiscal year end as the Borrower) or, upon written notice to the Administrative Agent, maintain a fiscal year that ends on a day reasonably acceptable to the Required Lenders or, in the case of a Foreign Subsidiary, required by Law, in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

Section 6.20 Certain Bankruptcy Matters. Comply in a timely manner with their obligations and responsibilities as debtors in possession under the Bankruptcy Code and the CCAA and any other order of the Bankruptcy Court or the Canadian Court.

Section 6.21 [Reserved].

Section 6.22 Milestones. By the times specified on Schedule 6.22 hereto, comply with each of the milestones set forth on Schedule 6.22 hereto (each a "Milestone" and, collectively, the "Milestones").

ARTICLE VII
NEGATIVE COVENANTS

Until the Termination Date, unless the Required Lenders shall otherwise consent in writing:

Section 7.01 Liens. Except as expressly directed otherwise by the Bankruptcy Court DIP Orders, the Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, Incur or suffer to exist any Lien upon any of its property or assets (including Capital Stock of Subsidiaries), whether owned on the Closing Date or acquired after that date, other than the following (the Liens identified in clause (a) through clause (uu) below, collectively, "Permitted Liens"):

(a) Liens securing Indebtedness under the ABL DIP Credit Agreement, the Prepetition ABL Credit Agreement, the Prepetition Term Credit Agreement, Hedging Obligations owing to agents or lenders (or their Affiliates) under the ABL DIP Credit Agreement and related banking services and cash management obligations owing to agents or lenders (or their Affiliates) under the ABL DIP Credit Agreement and Liens on assets of Subsidiaries securing guarantees of Indebtedness and other obligations of the Borrower under the ABL DIP Credit Agreement; provided that in the case of any such Liens granted by the Borrower or the Guarantors on any Term Priority Collateral, such Liens shall be junior to the Liens securing the Loan Obligations pursuant to the Bankruptcy Court DIP Orders and the ABL Intercreditor Agreement;

(b) pledges or deposits by such Person under workers' compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness), liability to insurance carriers, letters of intent or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety, release or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import or customs duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(c) Liens imposed by law, such as carriers', warehousemen's, builder's, materialmen's, workers', repairmen's and mechanics' Liens, in each case for sums not yet overdue for a period of more than 60 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP and Incurred in the ordinary course of business;

(d) Liens for Taxes, assessments or other governmental charges (i) not yet overdue for a period of more than 30 days or not yet payable or subject to penalties for nonpayment or (ii) that are being contested in good faith by appropriate proceedings diligently conducted for which appropriate reserves required pursuant to GAAP have been made in respect thereof;

(e) Liens in favor of issuers of surety or performance bonds or letters of credit, bank guarantees, bankers' acceptances or similar documents or instruments issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(f) survey exceptions, encumbrances, easements or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, defects or irregularities in title and similar encumbrances) as to the use of Real Property or liens incidental to the conduct of the business of such Person or to the ownership of its Real Property which do not individually or in the aggregate materially impair their use in the operation of the business of such Person as currently conducted or the ability to utilize any Real Property for its intended purpose;

(g) Liens securing Hedging Obligations so long as the related Indebtedness is permitted to be incurred under this Agreement, secured by a Lien on the same property securing such Indebtedness;

(h) leases, non-exclusive licenses, subleases and sublicenses of assets (including, without limitation, Real Property and Intellectual Property rights) that do not materially interfere with the ordinary conduct of the business of the Borrower or any Subsidiary;

(i) judgment Liens not giving rise to an Event of Default;

(j) Liens securing Indebtedness permitted to be incurred pursuant to Section 7.03(a)(8) for the purpose of securing the payment of all or a part of the purchase price of, or Capitalized Lease Obligations, purchase money obligations or other payments Incurred to finance the acquisition, lease, improvement or construction of, assets or property acquired or constructed (real or personal, and whether through the direct purchase of property or the Equity Interests of any Person owning such property); provided that:

(i) the Incurrence of the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under this Agreement and does not exceed the cost of the assets or property so acquired or constructed; and

(ii) such Liens are created within 180 days of construction or acquisition of such assets or property and do not encumber any other assets or property of the Borrower or any Subsidiary other than such assets or property and assets affixed or appurtenant thereto; provided that individual financings otherwise permitted to be secured hereunder provided by one Person (or its affiliates) may be cross collateralized to other financings provided by such Person (or its affiliates) on customary terms;

(k) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depositary institution;

(l) Liens arising from precautionary Uniform Commercial Code or PPSA financing statement filings (or similar filings in Canada and other jurisdictions) regarding operating leases entered into by the Borrower or any Subsidiary in the ordinary course of business;

(m) Liens existing on the Petition Date and listed on Schedule 7.01;

(n) Liens on property or shares of stock of a Person at the time such Person is merged into or consolidated or amalgamated with the Borrower or becomes a Subsidiary and not incurred in contemplation of such acquisition; provided, however, that any such Lien may not extend to any other property owned by the Borrower or any Subsidiary (other than proceeds or products thereof and after acquired property of, and Equity Interests in, such acquired Subsidiary subjected to a Lien pursuant to the terms existing at the time of the acquisition);

(o) assumed Liens on property at the time the Borrower or a Subsidiary acquired the property, including any acquisition by means of a merger, amalgamation or consolidation with or into the Borrower or any Subsidiary and not incurred in contemplation of such acquisition; provided, however, that such Liens may not extend to any other property owned by the Borrower or any Subsidiary (other than proceeds or products thereof and after acquired property of, and Equity Interests in, such acquired Subsidiary subjected to a Lien pursuant to the terms existing at the time of the acquisition by the Borrower or a Subsidiary);

(p) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by Holdings, the Borrower or its Subsidiaries in the ordinary course of business;

(q) [reserved];

(r) Liens securing Refinancing Indebtedness Incurred to refinance, refund, replace, amend, extend or modify, as a whole or in part, Indebtedness that was previously so secured; provided that (1) any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced and (2) any Liens securing any Refinancing Indebtedness that is secured by any or all of the Collateral shall be subject to the ABL Intercreditor Agreement and shall have no more senior priority than the Lien securing the Indebtedness that such Refinancing Indebtedness refinanced, refunded, replaced, amended, extended or modified;

(s) any interest or title of a lessor or sublessor under any Capitalized Lease Obligation, operating lease or sublease;

(t) Liens granted by a Subsidiary that is not a Loan Party in favor of Holdings, the Borrower or another Loan Party in respect of Indebtedness to or other obligations owed by such Subsidiary to such Loan Party; provided that such Indebtedness or obligations are permitted under Section 7.03;

(u) Liens securing the Secured Obligations;

(v) the reservation in any original grants from any Governmental Authority of any land or interest therein and statutory exceptions to title;

(w) securities to public utilities or to any Governmental Authority when required by the utility or other authority in connection with the supply of services or utilities;

(x) servicing agreements, developing agreements, site plan agreements and other agreements with Governmental Authorities pertaining to the use or development of any of the assets of the Person; provided the same are complied with in all material respects and do not materially interfere with the use of such assets in the operation of the business of such Person;

(y) Liens arising from the right of distress enjoyed by landlords or Liens otherwise granted to landlords (including, without limitation, Liens over rent deposits), in either case, to secure the payment of arrears of rent in respect of leased properties;

(z) [reserved];

(aa) any Lien consisting of rights reserved to or vested in any Governmental Authority by any statutory provision;

(bb) (i) contractual Liens of suppliers (including sellers of goods) to the extent limited to property or assets relating to such contract, and (ii) contractual or statutory Liens of governmental or other customers to the extent limited to the property or assets relating to such contract;

(cc) any (i) customary restriction on the transfer of licensed Intellectual Property rights and (ii) customary provision in any agreement that restricts the assignment of such agreement or any Intellectual Property rights licensed thereunder;

(dd) Liens deemed to exist in connection with Investments permitted hereunder in repurchase agreements for Cash Equivalents;

(ee) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto to the extent permitted hereunder;

(ff) Liens arising under Precious Metals Leases; provided that such Liens only attach to the property being leased thereunder;

(gg) Liens on the proceeds of Escrow Debt and any cash deposits to pay interest in respect thereof, securing the applicable Escrow Debt;

(hh) Liens (i) on Equity Interests in Joint Ventures; provided such Liens secure Indebtedness or other obligations of such Joint Venture, as applicable, (ii) consisting of customary rights of first refusal and tag, drag and similar rights in Joint Venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries and (iii) consisting of any encumbrance or restriction (including put and call arrangements) in favor of a Joint Venture party with respect to Equity Interests of, or assets owned by, any Joint Venture or similar arrangement pursuant to any joint venture or similar agreement;

(ii) Liens on assets and capital stock of Subsidiaries that are not Loan Parties (including capital stock owned by such Persons) securing Indebtedness or other obligations of Subsidiaries that are not Loan Parties permitted pursuant to Section 7.03;

(jj) [reserved];

(kk) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness to the extent such defeasance, discharge or redemption is not prohibited by the Loan Documents;

(ll) Liens that are customary contractual rights of setoff (i) relating to pooled deposit or sweep accounts of the Borrower or any of the Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business or (ii) relating to purchase orders and other agreements entered into with customers of the Borrower or any of the Subsidiaries in the ordinary course of business;

(mm) Liens in favor of a commodity, brokerage or security intermediary who holds a commodity, brokerage or, as applicable, a security account on behalf of the Borrower or a Subsidiary; provided such Lien encumbers only the related account and the property held therein;

(nn) Liens on assets of Foreign Subsidiaries securing Indebtedness and other obligations of Foreign Subsidiaries permitted pursuant to Section 7.03; provided that any such Lien may not extend to any property of a Loan Party or any Subsidiary that is a Domestic Subsidiary;

(oo) Liens on cash collateral, backstop letters of credit and other credit support for letters of credit permitted hereunder;

(pp) with respect to leased Real Property, Liens to which the fee or other superior interest in such Real Property is subject;

(qq) Liens disclosed by mortgage policies and any replacement, extension or renewal of any such Lien; provided that such replacement, extension or renewal Lien shall not cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal; provided, further, that the Indebtedness and other obligations secured by such replacement, extension or renewal Lien are permitted by this Agreement;

(rr) Liens securing Indebtedness permitted to be incurred pursuant to Section 7.03(a)(27), so long as such Liens are subordinated in right of priority and payment to the Loan Obligations on terms and subject to documentation satisfactory to the Required Lenders; and

(ss) (i) Liens pursuant to any Prepetition Document, (ii) Liens pursuant to any Loan Document, (iii) the Carve Out and (iv) Liens granted as adequate protection pursuant to the Bankruptcy Court DIP Orders.

For purposes of determining compliance with this Section 7.01, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of Permitted Liens (or any portion thereof) described in Sections 7.01(a) through (ss) but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of Permitted Liens (or any portion thereof) described in Sections 7.01(a) through (vv), the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 7.01 and at the time of incurrence, classification or reclassification will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the above clauses (or any portion thereof) and such Lien securing such item of Indebtedness (or any portion thereof) will be treated as being incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or any portion thereof) when calculating the amount of Liens or Indebtedness

that may be incurred, classified or reclassified pursuant to any other clause (or any portion thereof) at such time.

Accrual of interest, amortization of original issue discount, accrual of dividends, the accretion of accreted value, the payment of interest in the form of additional Indebtedness and the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock and/or any increase in the amount of Indebtedness outstanding solely as a result of any fluctuation in the exchange rate of any applicable currency will be deemed not to be the granting of a Lien for purposes of Section 7.01.

Section 7.02 [Reserved].

Section 7.03 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The Borrower will not, and will not permit any of its Subsidiaries to, Incur any Indebtedness other than:

(1) Indebtedness of the Borrower and the Loan Parties under the Loan Documents;

(2) Indebtedness of the Borrower or any Subsidiary Incurred pursuant to (x) the ABL DIP Credit Agreement, in an aggregate outstanding principal amount not to exceed $125,000,000 and any Refinancing Indebtedness in respect thereof and (y) Prepetition Term Credit Agreement, in an aggregate outstanding principal amount not to exceed $390,937,500;

(3) guarantees by (A) the Borrower or the Subsidiary Guarantors of Indebtedness Incurred by the Borrower or a Subsidiary that is expressly permitted by the provisions of this Agreement;

(4) Indebtedness of the Borrower owing to and held by any other Subsidiary or Indebtedness of a Subsidiary owing to and held by the Borrower or any other Subsidiary; provided, however, that, such Indebtedness is expressly subordinated in right of payment to the Loan Obligations and (ii) any such Indebtedness owing by non-Guarantor Subsidiaries to Loan Parties shall not exceed $2,500,000 at any time outstanding;

(5) [reserved];

(6) Indebtedness under Hedging Obligations that are Incurred for non-speculative purposes;

(7) the Incurrence by the Borrower or any of its Subsidiaries of Indebtedness represented by Capitalized Lease Obligations, mortgage financings or purchase money obligations or other Indebtedness financing the acquisition, lease, construction or improvement of any fixed or capital assets, and extensions, renewals, repair, improvement and replacements of any such assets (real or personal, and whether through the direct purchase of property or the Equity Interests of any person owning such property) Incurred pursuant to this clause (8), in an aggregate principal amount at any time outstanding not to exceed $250,000;

(8) Indebtedness Incurred in respect of workers' compensation claims, self-insurance obligations, obligations in respect of bids, tenders, trade contracts, governmental contracts and leases, statutory obligations, customs, surety, stay, appeal and performance bonds, and performance

and completion guarantees and similar obligations incurred by the Borrower or any Subsidiary, in each case in the ordinary course of business;

(9) Indebtedness arising from agreements of the Borrower or a Subsidiary providing for customary guarantees, indemnification, adjustment of purchase price, escrows, holdbacks, transition services agreements or similar obligations (including earnouts, in each case, Incurred or assumed in connection with the disposition of any business, assets or Capital Stock of a Subsidiary);

(10) [reserved];

(11) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five (5) Business Days of Incurrence;

(12) [reserved];

(13) to the extent constituting Indebtedness, contingent obligations arising under indemnity agreements to title insurance companies to cause such title insurers to issue mortgage policies in the ordinary course of business with respect to any Mortgaged Property of the Borrower or any Subsidiary;

(14) Indebtedness in respect of repurchase agreements constituting Cash Equivalents;

(15) Indebtedness incurred prior to the Petition Date consisting of promissory notes issued by the Borrower or any Subsidiary to future, present or former directors, officers, members of management, employees or consultants of the Borrower or any of its Subsidiaries or their respective estates, executors, administrators, heirs, family members, legatees, distributees, spouses or former spouses, domestic partners or former domestic partners to finance the purchase or redemption of Equity Interests of Holdings or any Parent Entity permitted by Section 7.06(a)(2);

(16) to the extent included in the Cash Management Orders, cash management obligations and Indebtedness incurred by the Borrower or any Subsidiary in respect of netting services, overdraft protections, commercial credit cards, stored value cards, purchasing cards and treasury management services, automated clearing-house arrangements, employee credit card programs, controlled disbursement, ACH transactions, return items, interstate deposit network services, dealer incentive, supplier finance or similar programs, Society for Worldwide Interbank Financial Telecommunication transfers, cash pooling and operational foreign exchange management and similar arrangements, in each case entered into in the ordinary course of business in connection with cash management, including among the Borrower and its Subsidiaries, and deposit accounts;

(17) (i) Indebtedness consisting of the financing of insurance premiums and (ii) take-or-pay obligations constituting Indebtedness of the Borrower or any Subsidiary, in each case, entered into in the ordinary course of business;

(18) unsecured Indebtedness in respect of obligations of the Borrower or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money;

(19) [reserved];

(20) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(21) Indebtedness in existence on the Petition Date and listed on Schedule 7.03;

(22) [reserved];

(23) [reserved];

(24) [reserved];

(25) [reserved];

(26) [reserved]; and

(27) other Indebtedness in an aggregate principal amount not to exceed $1,000,000.

(b) For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this Section 7.03:

(1) Indebtedness need not be permitted solely by reference to one category of permitted Indebtedness (or any portion thereof) described in Sections 7.03(a)(1) through (27) but may be permitted in part under any combination thereof;

(2) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Indebtedness (or any portion thereof) described in Sections 7.03(a)(1) through (27), the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 7.03 and at the time of incurrence, classification or reclassification will be entitled to only include the amount and type of such item of Indebtedness (or any portion thereof) in one of the above clauses (or any portion thereof) and such item of Indebtedness (or any portion thereof) shall be treated as having been incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or portion thereof) when calculating the amount of Indebtedness that may be incurred, classified or reclassified pursuant to any other clause (or portion thereof) at such time; provided that (x) all Indebtedness outstanding on the Closing Date under this Agreement shall at all times be deemed to have been incurred pursuant to Section 7.03(a)(1) and (y) all Indebtedness outstanding on the Closing Date under the ABL DIP Credit Agreement shall at all times be deemed to have been incurred pursuant to Section 7.03(a)(2);

(3) [reserved];

(4) [reserved];

(5) guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(6) if obligations in respect of letters of credit are Incurred pursuant to the ABL DIP Credit Agreement and are being treated as Incurred pursuant to Section 7.03(a)(2) and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included;

(7) the principal amount of any Disqualified Stock of the Borrower or a Subsidiary will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(8) the principal amount of any Indebtedness outstanding in connection with a securitization transaction or receivables facility is the amount of obligations outstanding under the legal documents entered into as part of such securitization or receivables facility that would be characterized as principal on any date of determination if such securitization transaction or receivables facility were structured as a secured lending transaction; and

(9) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP.

Accrual of interest, amortization of original issue discount, accrual of dividends, the accretion of accreted value, the payment of interest in the form of additional Indebtedness and the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock and/or any increase in the amount of Indebtedness outstanding solely as a result of any fluctuation in the exchange rate of any applicable currency will be deemed not to be an Incurrence of Indebtedness for purposes of this Section 7.03. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount or the aggregate principal amount outstanding in the case of Indebtedness issued with interest payable-in-kind and (ii) the principal amount or liquidation preference thereof, in the case of any other Indebtedness.

For purposes of determining compliance with any Dollar-denominated restriction on the Incurrence of Indebtedness, the Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral.

Section 7.04 Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Borrower will not consolidate with or merge or amalgamate with or into, or convey, transfer or lease all or substantially all its assets to, any Person.

(b) (x) any Subsidiary may consolidate or amalgamate with, merge into or transfer all or part of its properties and assets to the Borrower and (y) the Borrower may merge or amalgamate with an Affiliate incorporated solely for the purpose of reincorporating the Borrower in another jurisdiction; provided that, in the case of a Subsidiary that merges into the Borrower, the Borrower will not be required to comply with clauses (2), (4) or (5) of Section 7.04(a).

(c) Holdings will not consolidate with or merge or amalgamate with or into, or convey, transfer or lease all or substantially all its assets to, any Person.

(d) For purposes of this Section 7.04, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Borrower, which properties and assets, if held by Holdings or the Borrower instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of Holdings or the Borrower on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of Holdings and the Borrower.

(e) [Reserved].

(f) In addition, the Borrower will not permit any Subsidiary Guarantor to consolidate with or merge or amalgamate with or into any Person (other than another Subsidiary Guarantor) and will not permit the conveyance, transfer or lease of all or substantially all of the assets of any Subsidiary Guarantor (other than to another Subsidiary Guarantor) unless: (A) if such entity remains a Subsidiary Guarantor, the resulting, surviving or transferee Person will be a corporation, partnership, trust or limited liability company organized and existing under the laws of the United States of America, any State of the United States or the District of Columbia or Canada (or any province or territory thereof); (B) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the resulting, surviving or transferee Person or any Subsidiary as a result of such transaction as having been Incurred by such Person or such Subsidiary at the time of such transaction), no Default or Event of Default would exist that shall not have been cured or waived; (C) if the Subsidiary Guarantor is not the resulting or surviving Person, the resulting, surviving or transferee Person assumes all the obligations of such Subsidiary Guarantor pursuant to a supplement to the Guaranty under this Agreement and the other Loan Documents; and (D) the Borrower will have delivered to the Administrative Agent an Officer's Certificate stating that such consolidation, merger, amalgamation or transfer and such supplement to the Guaranty (if any) comply with this Agreement and the other Loan Documents.

(g) Notwithstanding the foregoing, (A) a Subsidiary Guarantor may merge or amalgamate with an Affiliate incorporated solely for the purpose of reincorporating such Subsidiary Guarantor in another jurisdiction in Canada or the United States, so long as the amount of Indebtedness of such Subsidiary Guarantor is not increased thereby, and (B) any Subsidiary Guarantor may merge or amalgamate into or transfer or lease all or part of its properties and assets to the Borrower or another Subsidiary Guarantor.

(h) Notwithstanding anything to the contrary in this Section 7.04, (i) any Subsidiary may (A) make any Permitted Investment by way of merger, amalgamation, consolidation or otherwise or (B) sell or otherwise dispose of assets in transactions that do not constitute Asset Dispositions or are permitted pursuant to Section 7.05 and (ii) Holdings, the Borrower and the Subsidiaries may consummate the Transactions.

Section 7.05 Limitation on Sales of Assets and Subsidiary Stock.

(a) The Borrower will not, and will not permit any of its Subsidiaries to, make any Asset Disposition except:

(1) a disposition of assets by a Loan Party to another Loan Party;

(2) dispositions of cash and the sale of Cash Equivalents in the ordinary course of business;

(3) a disposition of inventory or products or a sale of services in the ordinary course of business;

(4) a disposition of obsolete, surplus, uneconomical, negligible or worn out assets or Intellectual Property or assets that are no longer used or useful in the conduct of the business of the Borrower and the Subsidiaries or are no longer economically practicable to maintain, in each case as determined by the Borrower in good faith;

(5) transactions permitted under Section 7.04;

(6) an issuance of Capital Stock by a Subsidiary to the Borrower or by a Subsidiary to a Subsidiary;

(7) for purposes of this Section 7.05 only, the making of a Permitted Investment or a disposition subject to Section 7.06;

(8) [reserved];

(9) [reserved];

(10) the creation of a Permitted Lien and dispositions in connection with Permitted Liens;

(11) dispositions of Investments or receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business, in each case, to the extent approved by the Bankruptcy Court;

(12) the issuance by a Subsidiary of Preferred Stock that is permitted by Section 7.03;

(13) the licensing or sublicensing of (or other grant of rights to use or exploit) Intellectual Property or other general intangibles and licenses, leases, subleases or assignments of other property (including, without limitation, Real Property) in the ordinary course of business and not materially interfering with the ordinary conduct of the business of the Borrower and its Subsidiaries, taken as a whole;

(14) dispositions in the ordinary course of business consisting of (A) the termination of leasehold or other non-fee interests in Real Property which, in the reasonable good faith determination of the Borrower, are not material to the conduct of the business of the Borrower and its Subsidiaries and (B) leases, subleases, licenses or sublicenses of property or other grants in Real Property permitted pursuant to Section 7.01(f) in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Subsidiaries;

(15) [reserved];

(16) foreclosure, condemnation or similar action on, or casualty with respect to, assets;

(17) [reserved];

(18) dispositions made to comply with an order of any Governmental Authority or other regulatory body or any applicable Requirements of Law;

(19) to the extent approved by the Bankruptcy Court, dispositions of Investments in Joint Ventures to the extent required by, or made pursuant to, buy/sell arrangements between the Joint Venture parties set forth in the joint venture agreement or similar binding arrangements entered into with respect to such Investment in such Joint Venture;

(20) dispositions of Equity Interests deemed to occur upon the exercise of stock options, warrants or other convertible securities if such Equity Interests represent (i) a portion of the exercise price thereof or (ii) withholding incurred in connection with such exercise;

(21) Asset Swaps; provided that no Event of Default exists or would result therefrom; and

(22) terminations of Interest Rate Agreements, Currency Agreements and Commodity Agreements.

For purposes of determining compliance with this covenant, (A) an Asset Disposition need not be permitted solely by reference to one category of permitted Asset Dispositions (or any portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that an Asset Disposition (or any portion thereof) meets the criteria of one or more of the categories of permitted Asset Dispositions (or any portion thereof) described in the above clauses, the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such permitted Asset Disposition (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Asset Disposition (or any portion thereof) in one of the categories of permitted Asset Dispositions (or any portion thereof) described in the above clauses.

(b) The Borrower shall, to the extent required thereby, apply the Net Cash Proceeds in accordance with Section 2.05(b)(ii).

Section 7.06 Limitation on Restricted Payments.

(a) The Borrower will not, and will not permit any of its Subsidiaries, directly or indirectly, to make any Restricted Payment, except:

(1) [reserved];

(2) [reserved];

(3) repurchases of Capital Stock of Holdings or any Parent Entity deemed to occur upon (x) the exercise of stock options, warrants or other convertible securities if such Capital Stock represents all or a portion of the exercise price thereof or (y) cash dividends or loans to Holdings in amounts sufficient to pay Taxes of directors, officers, employees or consultants relating to the withholding of a portion of the Capital Stock granted or awarded to a director, officer, employee or consultant in exchange for the payment of Taxes payable by such Person upon such grant or award;

(4) Restricted Payments or loans to Holdings in amounts equal to:

(A) the amounts required for Holdings or any Parent Entity to pay any consolidated, combined or similar federal, state or local income Taxes to the extent that such income Taxes are directly attributable to the income of the Borrower and the

Subsidiaries; provided that distributions under this clause (A) for any taxable year shall not exceed the amount of Taxes the Borrower and its applicable Subsidiaries would have paid if such entities filed Tax returns with respect to such Taxes as a stand-alone taxpayer or a stand-alone tax group;

(B) the amounts required for Holdings or any Parent Entity to pay franchise or similar Taxes, and other fees and expenses, in each case, required to maintain its legal existence; and

(C) amounts to pay corporate overhead and operating expenses (including legal, accounting and other professional fees and expenses payable to third parties) of Holdings or any Parent Entity Incurred in the ordinary course of business (including (x) fees and expenses related to any financing transactions (of debt or equity) that benefit, or are intended to benefit, the Borrower and its Subsidiaries (whether or not consummated), (y) in connection with reporting obligations under or otherwise in connection with applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, this Agreement or any other agreement or instrument of Indebtedness of Holdings, the Borrower or any Subsidiary and (z) any other public company costs, if applicable), and to pay salaries, bonuses, benefits, indemnification or other compensation of directors, officers, employees and consultants who perform services for Holdings or any Parent Entity (in each case related to the Borrower and its Subsidiaries), the Borrower or any Subsidiary, including with respect to any financing transaction to pay such expenses on an interim basis so long as such expenses are repaid out of the proceeds of such transaction upon completion of such transaction;

(5) [reserved];

(6) any Subsidiary of the Borrower may declare and pay dividends or make other distributions to its equity holders (so long as, to the extent such Subsidiary is not a Wholly-Owned Subsidiary, such dividends or distributions are made on a pro rata basis (or more favorable basis from the perspective of the Borrower or any Subsidiary that is an equity holder));

(7) [reserved];

(8) [reserved];

(9) [reserved];

(10) [reserved];

(11) [reserved];

(12) [reserved];

(13) [reserved];

(14) [reserved];

(15) [reserved]; and

(16) to the extent constituting Restricted Payments, the Borrower and its Subsidiaries may enter into transactions expressly permitted by Sections 7.04, 7.05 (other than clause (7) thereof) and 7.13 (other than clause (t) thereof).

(b) The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Borrower or Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount and any non-cash Restricted Payment shall be determined conclusively by the Board of Directors of the Borrower acting in good faith, whose resolution with respect thereto shall be delivered to the Administrative Agent.

For purposes of determining compliance with this covenant, (A) a Restricted Payment need not be permitted solely by reference to one category of permitted Restricted Payments (or any portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that a Restricted Payment (or any portion thereof) meets the criteria of one or more of the categories of permitted Restricted Payments (or any portion thereof) described in the above clauses, the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such permitted Restricted Payment (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Restricted Payment (or any portion thereof) in one of the categories of permitted Restricted Payments (or any portion thereof) described in the above clauses.

Section 7.07 [Reserved].

Section 7.08 Transactions with Affiliates.

(a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Borrower (an "Affiliate Transaction") unless the terms of such Affiliate Transaction are no less favorable to the Borrower or such Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction in arm's-length dealings with a Person who is not such an Affiliate.

(b) The provisions of Section 7.08(a) shall not apply to the following:

(1) any Restricted Payment permitted to be made pursuant to Section 7.06 (other than clause (a)(16) thereof);

(2) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements and other compensation arrangements, options to purchase Capital Stock of the Borrower, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits plans, pension plans or similar plans and/or indemnity provided on behalf of current or former directors, officers and employees approved by the Board of Directors (or compensation committee of the Board of Directors) of the Borrower;

(3) loans or advances to employees, officers or directors of the Borrower or any Subsidiary of the Borrower prior to the Petition Date;

(4) any transaction between the Borrower and a Subsidiary or between Subsidiaries and any guarantees issued by the Borrower or a Subsidiary for the benefit of the Borrower or a Subsidiary, as the case may be, not otherwise prohibited by the Loan Documents;

(5) payment of reasonable and customary fees and expenses paid to, and indemnity provided on behalf of current, former and future directors, officers, employees, members of management and consultants of Holdings, the Borrower or any Subsidiary;

(6) the existence of, and the performance of obligations of the Borrower or any of its Subsidiaries under the terms of, any agreement to which the Borrower or any of its Subsidiaries is a party as of or on the Closing Date and listed on Schedule 7.08, as these agreements may be amended, modified, supplemented, extended or renewed from time to time; provided, however, that any future amendment, modification, supplement, extension or renewal entered into after the Closing Date will be permitted to the extent that its terms are not more disadvantageous to the Lenders than the terms of the agreements in effect on the Closing Date;

(7) [reserved];

(8) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of the business of the Borrower and its Subsidiaries and otherwise in compliance with the terms of this Agreement; provided that in the reasonable determination of the members of the Board of Directors or senior management of the Borrower, such transactions are on terms that are no less favorable to the Borrower or the relevant Subsidiary than those that would have been obtained in a comparable transaction by the Borrower or such Subsidiary with an unrelated Person;

(9) any issuance or sale of Capital Stock (other than Disqualified Stock) to Affiliates of the Borrower and the granting and performance of registration and other customary rights in connection therewith;

(10) transactions with Affiliates solely in their capacity as holders of the Indebtedness or Capital Stock of the Borrower or any of its Subsidiaries, so long as non-Affiliates were offered a bona fide opportunity to participate in such Indebtedness or Capital Stock and such transaction is with all holders of such class (and there are such non-Affiliate holders) and such Affiliates are treated no more favorably than all other holders of such class generally;

(11) any contribution to the common equity capital of the Borrower;

(12) any Tax sharing, allocation or similar agreement; provided that any payments by the Borrower or any of its Subsidiaries are permitted by Section 7.06(a)(4)(A);

(13) employment and severance arrangements (including options to purchase Equity Interests of Holdings, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits plans) between Holdings, the Borrower and any Subsidiary and their directors, officers, employees, members of management and consultants in the ordinary course of business;

(14) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged into the Borrower or its Subsidiaries pursuant to the terms of this Agreement; provided that such agreement was not entered into in contemplation of such acquisition or merger or amalgamation, or any amendment thereto (so long as any such

amendment is not disadvantageous to the Lenders in any material respect in the good faith judgment of the Borrower when taken as a whole as compared to such agreement as in effect on the date of such acquisition or merger or amalgamation);

(15) the formation and maintenance of any consolidated group or subgroup for Tax, accounting or cash pooling or management purposes in the ordinary course of business;

(16) transactions undertaken in good faith (as certified by a Responsible Officer of the Borrower) for the purpose of improving the consolidated tax efficiency of Holdings and its Subsidiaries and not circumventing any covenant set forth in this Agreement;

(17) the Transactions and the payment of fees and expenses in connection therewith;

(18) [reserved]; and

(19) transactions permitted by, and complying with, the provisions of Sections 7.04, 7.05, 7.06, 7.13 and 7.18.

Section 7.09 [Reserved].

Section 7.10 [Reserved].

Section 7.11 [Reserved].

Section 7.12 [Reserved].

Section 7.13 Limitation on Investments. The Borrower shall not, and shall not permit any of its Subsidiaries to, make Investments other than the following (the Investments permitted by this Section 7.13, collectively, "Permitted Investments"):

(a) Investments in Holdings, the Borrower or any other Loan Party in existence on the Petition Date and listed on Schedule 7.13;

(b) Investments in Holdings, the Borrower or any Subsidiary; provided that the aggregate amount at any one time outstanding of Investments by the Borrower and the Subsidiary Guarantors in Subsidiaries that are not Guarantors pursuant to this clause (b) shall not exceed $2,500,000;

(c) cash and Cash Equivalents;

(d) receivables owing to the Borrower or any Subsidiary created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; provided, however, that such trade terms may include such concessionary trade terms as the Borrower or any such Subsidiary deems reasonable under the circumstances;

(e) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(f) [reserved];

(g) Capital Stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Borrower or any Subsidiary or in satisfaction of judgments or

pursuant to any Plan of Reorganization or similar arrangement upon the bankruptcy or insolvency of a debtor;

(h) Investments made as a result of the receipt of non-cash consideration from an Asset Disposition that was made pursuant to and in compliance with Section 7.05 (other than Section 7.05(7));

(i) (i) Investments in existence on the Petition Date and listed on Schedule 7.13; provided, however, that the amount of such Investment may be increased (x) as required by the terms of such Investment as in existence on the Petition Date or (y) as otherwise permitted under this Agreement and (ii) Investments in connection with the Transactions;

(j) [reserved];

(k) Investments by the Borrower or any Subsidiary in an aggregate amount at any one time outstanding not to exceed $1,000,000;

(l) Guarantees issued in accordance with Section 7.03;

(m) Investments consisting of (i) purchases and acquisitions of inventory, supplies, Intellectual Property, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property, in each case in the ordinary course of business, and (ii) licensing of Intellectual Property pursuant to joint marketing or other arrangements with other Persons;

(n) Investments received as dividends or distributions in respect of existing Investments in Equity Interests; provided that the Loan Parties have complied with all requirements under the Collateral Documents to the extent there are any further requirements are required with respect to such Investments;

(o) Investments (i) consisting of deposits, prepayments or other credits to suppliers and (ii) in the ordinary course of business consisting of endorsements of negotiable instruments for collection or deposit;

(p) any Investment held by a Person at the time such Person becomes a Subsidiary of the Borrower or is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Borrower or a Subsidiary of the Borrower so long as such Investment was not created or acquired in contemplation of such acquisition;

(q) [reserved];

(r) [reserved];

(s) (i) to the extent included in the Cash Management Orders, any Investments in any Subsidiary or Joint Venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business; provided that any entity that serves to hold cash balances for the purposes of making such advances to Subsidiaries or Joint Ventures is a Loan Party and (ii) any Investments in the ordinary course of business by the Borrower or any Subsidiary in any Subsidiary or Joint Venture to enable it to obtain cash management and similar arrangements of the types described in Section 7.03(a)(17);

(t) to the extent constituting Investments, Liens permitted by Section 7.01, fundamental changes permitted by Section 7.04, dispositions permitted by Section 7.05 (other than clause (7) thereof), Restricted Payments permitted by Section 7.06(a) (other than clause (10) or (16) thereof) and transactions

permitted by Section 7.08(b)(3) and (ii) Investments consisting of (or resulting from) Indebtedness permitted under Section 7.03 (including guarantees thereof) (other than Indebtedness permitted under Section 7.03(a)(3) or (a)(4));

(u) Guarantees by the Borrower and the Subsidiaries of leases of the Borrower and Subsidiaries (other than Capitalized Lease Obligations) or of other obligations not constituting Indebtedness, in each case permitted under this Agreement and entered into in the ordinary course of business;

(v) Investments made in connection with the funding of contributions under any non-qualified retirement plan or similar employee compensation plan in an amount not to exceed the amount of compensation expense recognized by the Borrower and its Subsidiaries in connection with such plans;

(w) Investments made by a Subsidiary that is not a Loan Party to the extent such Investments are financed with the proceeds received by such Subsidiary substantially contemporaneously from an Investment in such Subsidiary by a Loan Party permitted under another clause of this Section 7.13;

(x) [reserved];

(y) [reserved];

(z) [reserved];

(aa) Investments financed with the proceeds of Qualified Stock of Holdings or any Parent Entity or consideration paid in Qualified Stock of Holdings or any Parent Entity;

(bb) acquisitions of Investments in Joint Ventures to the extent required by, or made pursuant to, applicable buy/sell arrangements or other similar Contractual Obligations;

(cc) [reserved];

(dd) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy, work-out, reorganization or recapitalization of any Person, (ii) in settlement or compromise of delinquent obligations of, or other disputes with or judgments against, customers, trade-creditors, suppliers, licensees and other account debtors arising in the ordinary course of business, including pursuant to any Plan of Reorganization or similar arrangement upon bankruptcy or insolvency of any customer, trade creditor, supplier, licensee or other account debtor, (iii) in satisfaction of judgments against other Persons, (iv) as a result of foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (v) in settlement, compromise or resolution of litigation, arbitration or other disputes; and

(ee) (i) Investments in any Parent Entity (or any other Person) in amounts and for purposes for which Restricted Payments to such Parent Entity (or such other Person) are permitted under Section 7.06; provided that any Investment made as provided above in lieu of any such Restricted Payment shall reduce availability under the applicable Restricted Payment basket under Section 7.06 and (ii) Investments consisting of loans and advances to any Parent Entity in connection with the reimbursement of expenses incurred on behalf of the Borrower or any Subsidiary in the ordinary course of business.

Any Investment in any person other than the Borrower or any other Loan Party that is otherwise permitted by this Section 7.13 may be made through intermediate Investments in Subsidiaries that are not Loan Parties and such intermediate Investments shall be disregarded for purposes of determining the outstanding amount of Investments pursuant to any clause set forth above.

The amount of any Investment made other than in the form of cash or cash equivalents shall be the fair market value thereof (as determined by the Borrower in good faith) valued at the time of the making thereof, and without giving effect to any subsequent change in value.

For purposes of determining compliance with this covenant, (A) an Investment need not be permitted solely by reference to one category of Permitted Investments (or portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that an Investment (or any portion thereof) meets the criteria of one or more of the categories of Permitted Investments (or any portion thereof) described in the above clauses, the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Permitted Investment (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Investment (or any portion thereof) in one of the categories of Permitted Investments (or any portion thereof) described in the above clauses.

Section 7.14 [Reserved].

Section 7.15 Prepayments, Etc. of Indebtedness. Except as expressly permitted by the terms and conditions set forth in the Bankruptcy Court DIP Orders, the Borrower and its Subsidiaries shall not (a) make any payment of principal or interest or otherwise on account of any Prepetition Obligations or payables under the Prepetition Documents, other than (i) payments agreed to in writing by the Required Lenders, and (ii) payments approved by the Bankruptcy Court DIP Order and, if necessary, authorized by the Bankruptcy Court (including any adequate protection payment); or (b) amend or modify the terms of the Prepetition Documents in a manner that is materially adverse to the Agents or the Lenders or their rights and remedies under the Loan Documents (including any such amendment or modification that would have a material and adverse impact on any material portion of the Collateral).

Section 7.16 [Reserved].

Section 7.17 No Further Negative Pledges. The Borrower shall not, and shall not permit any of its Subsidiaries to, agree or covenant with any Person to restrict in any way its ability to grant any Lien on its assets in favor of the Secured Parties, other than pursuant to the ABL Intercreditor Agreement and the Bankruptcy Court DIP Orders, except that this Section 7.17 shall not apply to:

(a) any covenants contained in this Agreement or any other Loan Documents or that exist on the Closing Date;

(b) covenants existing under the ABL DIP Credit Agreement (or any Refinancing Indebtedness in respect thereof), the Prepetition ABL Credit Agreement, the Prepetition Term Credit Agreement and the credit documents pursuant thereto (in each case so long as the same do not prohibit the granting of Liens to secure Indebtedness pursuant to this Agreement);

(c) [reserved];

(d) covenants and agreements made in connection with any agreement relating to Indebtedness or other obligations secured by a Lien permitted by this Agreement but only if such covenant or agreement applies solely to the specific asset or assets to which such Lien relates;

(e) (i) customary provisions in leases, subleases, licenses or sublicenses and other contracts restricting the right of assignment thereof and (ii) restrictions or conditions imposed by cash and other deposits or net worth provisions in leases and other agreements entered into in the ordinary course of business;

(f) customary provisions in joint venture agreements and other similar agreements applicable to Joint Ventures that are applicable solely to such Joint Venture or the interests in such Joint Venture;

(g) restrictions imposed by law, rule, regulation or order;

(h) customary restrictions and conditions contained in agreements relating to any sale of assets or Equity Interests pending such sale; provided such restrictions and conditions apply only to the Person or property that is to be sold;

(i) contractual obligations binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary, so long as such contractual obligations were not entered into solely in contemplation of such Person becoming a Subsidiary;

(j) negative pledges and restrictions on Liens in favor of any holder of Indebtedness for borrowed money entered into after the Closing Date and otherwise permitted under Section 7.03 but only if such negative pledge or restriction expressly permits Liens for the benefit of the Administrative Agent and/or the Collateral Agent and the Secured Parties with respect to the credit facilities established hereunder and the Loan Obligations on a senior basis and without a requirement that such holders of such Indebtedness be secured by such Liens securing the Loan Obligations equally and ratably or on a junior basis;

(k) restrictions on any Subsidiary that is not a Subsidiary Guarantor pursuant to the terms of any Indebtedness of such Subsidiary permitted to be incurred hereunder;

(l) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(m) restrictions in Precious Metals Leases provided that such restrictions apply only to the property being leased; and

(n) [reserved].

Section 7.18 Permitted Activities of Holdings. With respect to Holdings, engage in any material operating or business activities; provided that the following and any activities incidental thereto shall be permitted in any event: (i) its direct ownership of the Equity Interests of the Borrower and indirect ownership of the Equity Interests of the Subsidiaries and activities incidental thereto, including payment of Restricted Payments and other amounts in respect of its Equity Interests, (ii) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance), (iii) the performance of its obligations with respect to the Loan Documents, the ABL DIP Credit Agreement, the Prepetition ABL Credit Agreement, the Prepetition Term Credit Agreement, and any other documents governing Indebtedness permitted hereby, (iv) any public offering of its Common Stock or any other issuance or sale of its Equity Interests, (v) financing activities, including the issuance of equity securities, payment of dividends, making contributions to the capital of the Borrower and guaranteeing the obligations of the Borrower and the Subsidiaries, (vi) if applicable, participating in tax, accounting and other administrative matters as a member of the consolidated group of Holdings and its Subsidiaries, (vii) holding any cash, Cash Equivalents and other assets received in connection with distributions or dividends received from, or Investments or Dispositions made by, any of its Subsidiaries or contributions to the capital of, or proceeds from the issuance of Capital Stock, (viii) making of any Restricted Payments or the making of Permitted Investments in the Borrower and its Subsidiaries, (ix) the borrowing of intercompany Indebtedness owed to the Borrower and any Subsidiary so long as the related Investment in Holdings is

permitted under the Loan Documents, (x) the issuing of Indebtedness of the type described in Section 7.03(a)(16), (xi) providing indemnification to officers and directors, (xii) filing tax reports and paying taxes in the ordinary course, (xiii) preparing reports to Governmental Authorities and to its shareholders, (xiv) holding directors and shareholders meetings, preparing corporate records and other corporate activities required to maintain its separate corporate structure or to comply with applicable Law, (xv) [reserved], (xvi) [reserved], and (xvii) any activities incidental or reasonably related to the foregoing. Holdings shall not incur any Liens on Equity Interests of the Borrower other than non-consensual Liens and those for the benefit of the ABL Obligations or the Secured Obligations (subject at all times to the ABL Intercreditor Agreement and the Bankruptcy Court DIP Orders) and Holdings shall not own any Equity Interests other than those of the Borrower or an Intermediate Parent.

Section 7.19 Use of Proceeds. Use any portion of the Loans or the Collateral:

(a) for any purpose that is prohibited under the Bankruptcy Code or the Bankruptcy Court DIP Order;

(b) to finance: any contested matter, adversary proceeding, suit, arbitration, application, motion or other litigation of any type adverse to the interests of any or all of the Administrative Agent, the Collateral Agent, the Lenders, the Prepetition Term Agent or the Prepetition Term Lenders or their respective rights and remedies under Loan Documents, the Bankruptcy Court DIP Order or the Prepetition Documents;

(c) for the payment of fees, expenses, interest or principal under the Prepetition Documents (other than as permitted or required by an order of the Bankruptcy Court);

(d) unless a conversion into an exit facility pursuant to Section 2.07(b) occurs, to make any distribution under a Plan of Reorganization confirmed in the Chapter 11 Cases that does not provide for the payment of the Loans in full and in cash on the effective date of such plan; and

(e) to file a motion seeking, consent to, or make any payment in excess of $10,000 in the aggregate in settlement of any claim, action or proceeding, before any court, arbitrator or other governmental body without the prior written consent of the Administrative Agent acting at the direction of the Required Lenders;

Nothing herein shall in any way prejudice or prevent any Agent or any Lender from objecting, for any reason, to any requests, motions, or applications made in the Bankruptcy Court, including any application of final allowances of compensation for services rendered or reimbursement of expenses incurred under Sections 105(a), 330 or 331 of the Bankruptcy Code, by any party in interest.

Section 7.20 Chapter 11 Modifications. Except as permitted pursuant to the terms of this Agreement and the applicable Bankruptcy Court DIP Order or otherwise consented to by the Required Lenders:

(a) Make or permit to be made any change, amendment or modification, or any application or motion for any change, amendment or modification, to the Bankruptcy Court DIP Orders.

(b) Incur, create, assume or suffer to exist or permit any other superpriority administrative claim which is pari passu with or senior to the DIP Superpriority Claims of the Administrative Agent, the Collateral Agent and the Lenders hereunder, except for the Carve Out.

Section 7.21 Compliance With Approved Budget. Except as otherwise provided herein or approved by the Required Lenders (or the Administrative Agent at the direction of the Required Lenders), directly or indirectly make any payment (as adequate protection or otherwise), or application for authority to pay, on account of any Indebtedness arising prior to the Petition Date other than payments consistent with the Approved Budget (or any Permitted Variance) and approved by the Bankruptcy Court.

Section 7.22 Additional Bankruptcy Matters. Do any of the following other than as permitted by the Bankruptcy Court DIP Orders.

(a) use any portion or proceeds of the credit extensions hereunder or the Collateral for payments or purposes that would violate the terms of the Bankruptcy Court DIP Orders;

(b) incur, create, assume, suffer to exist or permit, except for the Carve-Out or as otherwise expressly permitted by the Bankruptcy Court DIP Orders or any other order of the Bankruptcy Court reasonably acceptable to the Required Lenders, any other superpriority administrative claim which is *pari passu* with or senior to the claim of the Secured Parties against any Debtor;

(c) subject to the terms of the Bankruptcy Court DIP Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the Secured Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the Secured Parties;

(d) other than as provided in any Bankruptcy Court DIP Order, enter into any agreement to return any of its inventory to any of its creditors for application against any Prepetition Indebtedness, trade payables arising before the Petition Date or other claims arising before the Petition Date under section 546(c) of the Bankruptcy Code if, after giving effect to any such agreement, the aggregate amount applied to Prepetition Indebtedness, trade payables arising before the Petition Date and other claims arising before the Petition Date subject to all such agreements, setoffs and recoupments since the Petition Date would exceed $250,000;

(e) seek, consent to, or permit to exist any order granting authority to take any action that is prohibited by the terms of this Agreement, the Bankruptcy Court DIP Orders, the other Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement, the Bankruptcy Court DIP Orders or any of the other Loan Documents;

(f) subject to the terms of the Bankruptcy Court DIP Orders, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents, the Lenders or other Secured Parties with respect to the Collateral following the occurrence of an Event of Default, including without limitation a motion or petition by any Secured Party to lift an applicable stay of proceedings to do the foregoing (*provided* that any Debtor may contest or dispute whether an Event of Default has occurred in accordance with the terms of the Bankruptcy Court DIP Orders and the Loan Documents);

(g) make or permit to be made any change to the Bankruptcy Court DIP Orders;

(h) without the consent of the Required Lenders, move to assume or reject any material lease, license or other material contract of any Loan Party pursuant to Section 365 of the Bankruptcy Code;

(i) hold any proceeds of the Loans in any account other than the DIP Proceeds Account, except to the extent such proceeds are transferred to the Company's operating and disbursement account in accordance with the Approved Budget;

(j) except as expressly provided or permitted hereunder or as otherwise contemplated in the then-in-effect Approved Budget (including Permitted Variances thereto), make any payment or distribution to any non-Subsidiary Affiliate or insider of any debtor outside of the ordinary course of business;

(k) assert any right of subrogation or contribution against any other Loan Party under this Agreement, any other Loan Document, the ABL DIP Credit Agreement or any other Loan Document (as defined in the ABL DIP Credit Agreement);

(l) amend or modify, or grant any waiver or release under or terminate in any manner, the articles or certificate of incorporation or formation, by-laws, limited liability company agreement, partnership agreement or other organizational documents of Holdings, the Borrower or any of the other Loan Parties; or

(m) file or pursue or support any other Person in filing or pursuing any Reorganization Plan or other chapter 11 plan or disclosure statement in respect of any Loan Party that is not an Acceptable Reorganization Plan or Acceptable Disclosure Statement.

Section 7.23 Minimum Aggregate Excess Availability. The Borrower shall not permit Aggregate Excess Availability (as defined in the ABL Credit Agreement) to be less than $5,000,000 at any time.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default. Any of the following events referred to in any of clauses (a) through (k) inclusive of this Section 8.01 shall constitute an "Event of Default":

(a) Non-Payment. Any Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan and (ii) within two (2) Business Days after the same becomes due, any interest on any Loan, any fee or any other amount, payable hereunder or with respect to any other Loan Document.

(b) Specific Covenants.

(i) Failure by any Loan Party to comply with any of its obligations, covenants or agreements contained in Sections 6.01(c), 6.01(d), 6.03(a), 6.05(a) (with respect to the Borrower's legal existence only), 6.20 or 6.22 or in Article VII.

(ii) Failure by any Loan Party (A) for five (5) Business Days after the earlier of (x) written notice given by the Administrative Agent or the Required Lenders or (y) a Responsible Officer of any Loan Party obtaining knowledge of such failure to observe or perform any covenant contained in Sections 6.01 (other than clauses (c) and (d) thereof), 6.02, 6.03 (other than clause (a) thereof, 6.19 (other than clause (c) thereof), or (B) for thirty (30) days after the earlier of (x) written notice given by the Administrative Agent or the Required Lenders or (y) a Responsible Officer of any Loan Party obtaining knowledge of such failure, to comply with any of its other obligations, covenants or agreements (other than a default referred to in Sections 8.01(a) and (b)(i) above) contained in this Agreement or any other Loan Document.

(c) Change of Control. There occurs any Change of Control.

(d) Representations and Warranties. Any representation, warranty or certification made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made, and in either case, such incorrect or misleading representation or warranty (if curable) shall remain incorrect or misleading for a period of thirty (30) days after notice thereof from the Administrative Agent, including without limitation at the direction of the Required Lenders to the Borrower.

(e) Cross-Default. There occurs any default under (x) the DIP ABL Credit Agreement or (y) any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Holdings, the Borrower or any of its Subsidiaries (or the payment of which is guaranteed by the Borrower or any of its Subsidiaries), other than Indebtedness owed to Holdings, the Borrower or a Subsidiary, whether such Indebtedness or guarantee now exists, or is created after the Closing Date, which default:

(i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness after the expiration of any grace period provided with respect to such payment in such Indebtedness; or

(ii) results in the acceleration, or permits the acceleration, of such Indebtedness prior to its maturity;

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a default under clause (i) or (ii) of this Section 8.01(e), exceeds the Threshold Amount; provided, that, notwithstanding the foregoing, an Event of Default under this Section 8.01(e) with respect to Section 8.01 of the DIP ABL Credit Agreement shall not be an Event of Default until such default shall continue unremedied for a period of 60 days after the date of such default (during which period such default is not waived or cured) or until the administrative agent and/or the lenders under the DIP ABL Credit Agreement have exercised their remedies as a result of such default (it being understood that the exercise of "cash dominion" shall not constitute an exercise of remedies); provided, further, that this clause (e) shall not apply to (x) any Indebtedness outstanding hereunder or (y) any Indebtedness of any Debtor that was incurred prior to the Petition Date unless such Indebtedness has been accelerated and the enforcement of remedies with respect to such Indebtedness shall not have been stayed by the commencement of the Chapter 11 Cases.

(f) [Reserved].

(g) [Reserved].

(h) Judgments. Failure by Holdings, the Borrower or any Subsidiary to pay final judgments (excluding any order of the Bankruptcy Court fixing the amount of any claim in the Chapter 11 Cases) aggregating in excess of the Threshold Amount (to the extent not covered by a third party indemnity or insurance, or if covered by insurance, to the extent to which insurer has denied coverage in writing), which judgments are not paid, discharged, bonded, vacated or stayed for a period of thirty (30) days.

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which, when taken together with all other ERISA Events, has resulted or would reasonably be expected to result in liability of any Loan Party in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect, (ii) any Loan Party or any ERISA

Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA which would reasonably be expected to result in a Material Adverse Effect (iii) a Foreign Benefit Event occurs with respect to a Foreign Pension Plan that, when taken together with other such events, would reasonably be expected to result in a Material Adverse Effect or (iv) a Canadian Pension Termination Event occurs with respect to a Canadian Defined Benefit Plan that, when taken together with other such events, would reasonably be expected to liability or obligation to pay in excess of the Threshold Amount.

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 7.04 or 7.05) or the satisfaction in full in cash of all the Loan Obligations, ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any material provision of any Loan Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Loan Document (other than as a result of the occurrence of the Termination Date), or purports in writing to revoke or rescind any Loan Document.

(k) Collateral Documents. Any of the Collateral Documents ceases to be in full force and effect, or the Interim Order, the Final Order or any of the Collateral Documents ceases to give the Secured Parties the Liens on any of the Collateral purported to be created thereby (other than, in either case, as the result of a release of such Lien in connection with a transaction permitted in accordance with the terms of this Agreement or the terms of the Collateral Documents), or any of the Collateral Documents is declared null and void or the Borrower or any Subsidiary denies in writing that it has any further liability under any Collateral Document or gives written notice to such effect (in each case, other than in accordance with the terms of this Agreement or the terms of the Collateral Documents.

(l) Budget Event. There occurs any Budget Event.

(m) Alternate Financing. Any Loan Party shall file a motion in the Chapter 11 Cases or the Canadian Recognition Proceedings without the express written consent of Required Lenders, to obtain additional financing under Section 364(d) of the Bankruptcy Code that (i) is not permitted under Section 7.03 and (ii) does not provide for the payment of the Loan Obligations in full and in cash upon the incurrence of such additional financing.

(n) Prepetition Claims. Any Loan Party shall file a motion seeking an order (i) approving payment of any prepetition claim other than (x) as provided for in the "first day" or "second day" orders, (y) contemplated by the Approved Budget (including Permitted Variances), or (z) otherwise consented to by the Required Lenders in writing, (ii) granting relief from the automatic stay under Section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets having a book value in excess of $100,000 in the aggregate, or (iii) except with respect to the Prepetition Obligations as provided in the Bankruptcy Court DIP Orders, approving any settlement or other stipulation not approved by the Required Lenders and not included in the Approved Budget with any secured creditor of any Loan Party providing for payments as adequate protection or otherwise to such secured creditor.

(o) Appointment of Trustee or Examiner. An order is entered in any of the Chapter 11 Cases appointing, or any Loan Party, or any Subsidiary of a Loan Party shall file an application for an order seeking the appointment of, (i) a trustee under Section 1104, or (ii) an examiner with enlarged powers relating to the operation of the Loan Parties' business (powers beyond those set

forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code.

(p) Dismissal or Conversion of Chapter 11 Cases. (i) An order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, in each case, which does not contain a provision for termination of the Commitments, and payment in full in cash of all Loan Obligations (other than contingent indemnification obligations as to which no claim has been asserted) of the Loan Parties hereunder and under the other Loan Documents upon entry thereof or (ii) the Canadian Recognition Proceedings or any order granted therein shall be dismissed or a separate proceeding under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, or the CCAA shall be commenced by or in respect of the Debtors.

(q) Bankruptcy Court DIP Orders. An order is entered by the Bankruptcy Court in any of the Chapter 11 Cases or the Canadian Recognition Proceedings without the express prior written consent of the Required Lenders and the Administrative Agent, (i) to revoke, reverse, stay, modify, supplement or amend the Bankruptcy Court DIP Order or the orders of the Canadian Court recognizing the foregoing in the Canadian Recognition Proceedings in a manner that is inconsistent with this Agreement that is not otherwise consented to by the Required Lenders, (ii) to permit any superpriority adequate protection lien or claim, in each case other than the Carve Out or adequate protection with respect to "ABL Priority Collateral" (as defined in the ABL Intercreditor Agreement), to have administrative priority as to the Loan Parties equal or superior to the priority of the DIP Superpriority Claim shall be entered by the Bankruptcy Court without the express prior written consent of the Required Lenders, except as otherwise permitted under this Agreement or (iii) dismissing any of the Chapter 11 Cases which does not contain a provision for termination of all Commitments, and payment in full of all Loan Obligations upon entry thereof.

(r) Violation of Bankruptcy Court DIP Order. Any Loan Party violates any term, provision or condition in the Interim Order or Final Order, as applicable; provided that in the event such violation is immaterial and such violation has been cured within three (3) days after receipt by the Borrower of written notice thereof from the Administrative Agent, such violation shall not constitute an Event of Default.

(s) Application for Order By Third Party. An application for any of the orders described in clauses 8.01(o), (p), (q), (r) and (t) shall be made by a Person (including, for the avoidance of doubt, the Loan Parties) and such application is not contested by the Loan Parties in good faith and such Person actually obtains entry of a final, non-appealable, order under § 506(c) of the Bankruptcy Code against any Secured Party or obtains a final, non-appealable, order materially adverse to any Secured Party or any of their respective rights and remedies under the Loan Documents or in the Collateral.

(t) Right to File Chapter 11 Plan. The entry of an order by the Bankruptcy Court terminating or shortening the exclusive right of any Loan Party to file a Chapter 11 plan pursuant to Section 1121 of the Bankruptcy Code, without the prior written consent of the Required Lenders.

(u) Liens. (i) Any Loan Party shall attempt to invalidate, reduce or otherwise impair the Liens or security interests of the Collateral Agent, the Administrative Agent and/or the Lenders, claims or rights against such Person or to subject any Collateral to assessment pursuant to Section 506(c) of the Bankruptcy Code or pursuant to the CCAA, (ii) the Lien or security interest created by Collateral Documents or the Bankruptcy Court DIP Orders with respect to the Collateral shall, for any reason, on and after the entry of the Bankruptcy Court DIP Order, cease to be valid or (iii)

any action is commenced by the Loan Parties which contests the validity, perfection or enforceability of any of the Liens and security interests of the Collateral Agent, the Administrative Agent and/or the Lenders created by any of the Bankruptcy Court DIP Order, this Agreement, or any Collateral Document.

(v) Invalidation of Claims. Any Loan Party shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of such Loan Party) any other Person's motion to, disallow in whole or in part the Agents' and Lenders' claim in respect of the Loan Obligations or contest any material provision of any Loan Document or any material provision of any Loan Document shall cease to be effective (other than in accordance with its terms).

(w) Milestones. The failure of the Borrower to timely satisfy any of the Milestones, unless such Milestone is waived or extended by written consent of the Required Lenders (email from counsel being sufficient).

(x) 363 Sale. The Loan Parties or any of their Subsidiaries attempt to consummate a sale of substantially all of its assets via a Plan of Reorganization or a 363 sale without consent of the Required Lenders.

(y) Plan of Reorganization. There shall be any Plan of Reorganization confirmed in the Chapter 11 Cases that does not provide for the repayment of the Prepetition Term Loans and the Loans in full and in cash on the effective date of such Plan of Reorganization.

(z) Stay Relief. The Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code or the stay granted in the Canadian Recognition Proceedings to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of any of the Debtors which have a value in excess of $1,000,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect on the Debtors or their estates (taken as a whole).

(aa) Cash Collateral. An order of the Bankruptcy Court shall be entered denying or terminating use of cash collateral by the Loan Parties or imposing any additional conditions on such use (and such order remains unstayed for more than three (3) Business Days).

(bb) Adverse Actions. Any Loan Party (or any direct or indirect Parent Entity or Subsidiary thereof), or any Person claiming by or through the Loan Parties or any of their Subsidiaries, shall (x) obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Agent or any Lender (in any of their respective capacities as such) relating to the Loans or the Loan Documents, unless such suit or other proceeding is in connection with the enforcement of the Loan Documents against such Agent or such Lender, in their capacities as such or (y) file, assist or otherwise participate in any pleading that, if the relief requested therein were granted, would result in an Event of Default.

(cc) Prepetition Payments. The payment by any Loan Party of any Prepetition Indebtedness other than (i) as permitted by any "first day" or "second day" order entered by the Bankruptcy Court on or prior to the Closing Date or (ii) as permitted by any other order of the Bankruptcy Court in amounts reasonably satisfactory to the Required Lenders, in each case consistent with the Approved Budget.

Section 8.02 Remedies Upon Event of Default. Subject to the Bankruptcy Court DIP Order, if any Event of Default occurs and is continuing, the Administrative Agent may and, at the request of the Required Lenders, shall, subject to the terms of the Bankruptcy Court DIP Orders, take any or all of the following actions:

(a) declare the Commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise on behalf of itself and the Secured Parties all rights and remedies available to it and the Secured Parties under the Loan Documents or applicable Law;

provided that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under Debtor Relief Laws, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case, without further act of the Administrative Agent or any Lender.

Section 8.03 [Reserved].

Section 8.04 Application of Funds.

(a) After the occurrence and during the continuance of an Event of Default, at the election of (A) the Administrative Agent or (B) the Required Lenders (or automatically after the Loans have become immediately due and payable as set forth in the proviso to Section 8.02), any amounts received under any Collateral Documents or in respect of the Secured Obligations shall, subject to the ABL Intercreditor Agreement and the Bankruptcy Court DIP Orders, be applied by the Administrative Agent as follows:

first, to pay any fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Agents and amounts owing in respect of (x) the preservation of Collateral or the Collateral Agent's security interest in the Collateral or (y) with respect to enforcing the rights of the Secured Parties under the Loan Documents) then due and payable to the Agents in their capacity as such until payment in full of all such fees shall have been made;

second, to pay ratably all interest (including post-petition interest) on the Loan Obligations, until payment in full of all such interest shall have been made;

third, to pay all Secured Obligations ratably in accordance with the amounts of the Secured Obligations owed to the Secured Parties (including the unpaid principal of the Loan Obligations), until payment in full of all Secured Obligations shall have been made; and

finally, to the Borrower or the relevant Loan Party, or as a court of competent jurisdiction may direct, any surplus then remaining (including from the proceeds of the Collateral owned by it);

provided that Collateral owned by a Guarantor and any proceeds thereof shall be applied pursuant to the foregoing clauses first, second, third and fourth only to the extent permitted by the limitation in Section 2.1 of its Guaranty. The Administrative Agent may make such distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

(b) In making the payments and allocations required by this Section 8.04, the Administrative Agent will be entitled to rely on information from (i) its own records for information as to the Secured Parties, their Secured Obligations and actions taken by them, (ii) any Secured Party for information as to its Secured Obligations and actions taken by it, to the extent that the Administrative Agent has not obtained such information from its own records and (iii) the Borrower, to the extent that the Administrative Agent has not obtained information from the foregoing sources. All distributions made by the Administrative Agent pursuant to this Section 8.04 shall be final (except in the event of manifest error) and the Administrative Agent shall have no duty to inquire as to the application by any Secured Party of any amount distributed to it.

ARTICLE IX

AGENTS

Section 9.01 Appointment and Authority.

(a) Administrative Agent. Each of the Lenders hereby irrevocably appoints Wilmington to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as expressly otherwise provided in this Agreement or the other Loan Documents, the Administrative Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions which the Administrative Agent is expressly entitled to take or assert under this Agreement and the other Loan Documents, including the exercise of remedies pursuant to Article VIII, and any action so taken or not taken shall be deemed consented to by the Lenders.

(b) Collateral Agent. The Administrative Agent and each of the Lenders hereby designates and appoints the Collateral Agent as its collateral agent under the Collateral Documents, and the Administrative Agent and each of the Lenders hereby irrevocably authorizes the Collateral Agent to take such other action on its behalf under the provisions of the Collateral Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Agreement, the Collateral Documents and the other Loan Documents, together with such powers as are reasonably incidental thereto. In connection therewith, each Lender, and by its acceptance of the benefits hereof, each other Secured Party hereby authorizes each Agent to execute and deliver the ABL Intercreditor Agreement (or any joinder or supplement thereto) whereby such Agent, on behalf of itself and the other Secured Parties, agrees to be bound by the terms of the Security Agreements, the ABL Intercreditor Agreement and any other Collateral Documents in their capacities as a "Secured Party". The Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to the Collateral Documents for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the applicable Secured Parties required pursuant to the terms of the Collateral Documents, shall be entitled to the benefits of all provisions of this Article IX and Article X and all other rights, privileges, protections, immunities and indemnities granted to any Agent hereunder (as if the Collateral Agent and such co-agents, sub-agents and attorneys-in-fact were the "Administrative Agent" or the "Collateral Agent" and as if such rights, privileges, protections, immunities and indemnities were set forth in full herein with respect to such Person). Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, the Collateral Agent shall not have any duties or responsibilities hereunder or thereunder nor shall the Administrative Agent or the Collateral Agent have or be deemed to have any fiduciary, principal-agency or trustee relationship with any Lender or any Loan Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or

any other Loan Document or otherwise exist against the Administrative Agent or the Collateral Agent, and the permissive rights of any Agent to take any actions permitted by this Agreement or any other Loan Document shall not be construed as an obligation or duty to do so. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Agreement or any other Loan Document with reference to the Collateral Agent or Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. Except as expressly otherwise provided in this Agreement or the other Loan Documents, the Collateral Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions which the Collateral Agent is expressly entitled to take or assert under this Agreement and the other Loan Documents, including the exercise of remedies pursuant to Article VIII, and any action so taken or not taken shall be deemed consented to by the Administrative Agent and the Lenders.

(c) If at any time or times the Administrative Agent shall receive (i) by payment, foreclosure, setoff or otherwise, any proceeds of Collateral or any payments with respect to the Secured Obligations arising under, or relating to, this Agreement or the other Loan Documents, except for any such proceeds or payments received by the Administrative Agent from the Collateral Agent pursuant to the terms of this Agreement or the other Loan Documents, or (ii) payments from the Collateral Agent in excess of the amount required to be paid to the Administrative Agent pursuant to Article VIII, the Administrative Agent shall promptly turn the same over to the Collateral Agent, in kind, and with such endorsements as may be required to negotiate the same to the Collateral Agent.

(d) The Collateral Agent is the Administrative Agent's and each Lender's agent for the purpose of perfecting the Administrative Agent's and Lenders' security interest in assets which, in accordance with Article 9 of the UCC (or equivalent under the PPSA) can be perfected only by possession. Should the Administrative Agent obtain possession of any such Collateral, upon request from the Borrower, the Administrative Agent shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

Section 9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 9.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent and its Related Parties:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default has occurred and is continuing additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Related Parties in any capacity.

(d) Notwithstanding anything herein, in this Agreement or in any other Loan Document, the Administrative Agent shall not be (i) required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties, obligations, or responsibilities or in the exercise of any of its rights or powers hereunder, under this Agreement or under any other Loan Document or (ii) responsible or liable for any failure or delay in the performance of its obligations under this Agreement or under any other Loan Document arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(e) Notwithstanding anything herein, in this Agreement or in any other Loan Document, the Administrative Agent shall have no obligation for (a) perfecting, maintaining, monitoring, preserving or protecting the security interest or Lien granted under this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby; (b) the filing, re-filing, recording, re-recording, or continuing of any document, financing statement, mortgage, assignment, notice, instrument of further assurance, or other instrument in any public office at any time or times; or (c) providing, maintaining, monitoring, or preserving insurance on or the payment of taxes with respect to any Collateral.

(f) If at any time any Agent is served with any judicial or administrative order, judgement, decree, writ or other form of judicial or administrative process (including orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of any Collateral), such Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate, and if such Agent complies with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, such Agent shall not be liable to any of the parties hereto or to any other Person even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(g) For the avoidance of doubt, and without limiting the other protections set forth in this Article IX, with respect to any approval, determination, designation, or judgment to be made by any Agent herein or in the other Loan Documents, such Agent shall be entitled to request that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly

provided for herein or in the other Loan Documents) make or confirm such approval, determination, designation, or judgment.

(h) The Administrative Agent shall not be liable for any action taken or not taken by it (x) with the consent or at the request of or ratified by, the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (y) in the absence of its own gross negligence or willful misconduct (as determined in a final and non-appealable judgment by a court of competent jurisdiction) (which shall not include any action taken or omitted to be taken in accordance with clause (x), for which the Administrative Agent shall not have any liability). The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default as such is given to the Administrative Agent by the Borrower or a Lender and expressly stating that such notice constitutes a "notice of default" or "notice of event of default", as applicable. To the extent that the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in Sections 8.02 and 10.01) instruct, consent, request or otherwise direct the Administrative Agent to take (or not take) any action, the Administrative Agent may, in its sole discretion inform the Borrower of such instruction, consent, request or direction and identify the instructing Lenders. Any such instruction, consent, request or direction shall expressly state that it constitutes an "instruction", "consent", "request" or "direction" of such Lenders and shall be executed by such Lenders.

(i) The Administrative Agent shall not be responsible or liable for, or have any duty to ascertain or inquire into or monitor, (a) any recital, statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (b) the contents of any certificate, report, statement or other document referred to, provided for, or delivered hereunder or thereunder or in connection herewith or therewith, (c) the performance or observance of any of the covenants, agreements, or other terms or conditions set forth herein or therein, the use of the proceeds of the Loans, or the occurrence or possible occurrence of any Default or Event of Default, (d) the execution, validity, enforceability, effectiveness, genuineness, collectibility or sufficiency of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, preservation, perfection, maintenance or continuation of perfection, or priority of any Lien or security interest created or purported to be created by the Collateral Documents, (e) the value or sufficiency of any Collateral, (f) whether the Collateral exists, is owned by Borrower, the other Loan Parties or any of their Subsidiaries, is cared for, protected, insured or maintained or has been encumbered, or meets the eligibility criteria applicable in respect thereof, (g) the satisfaction of any condition set forth in Article IV or elsewhere, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, or the inspection of the properties, books or records of any Loan Party or any Affiliate thereof, or (h) the financial condition or business affairs of any Loan Party or any other Person liable for the payment of any Loan Obligations.

(j) Any corporation or association into which the Administrative Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate agency business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Administrative Agent is a party, will be and become the Administrative Agent under this Agreement and the other Loan Documents and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, order, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Administrative Agent may deem and treat the Lender specified in the Register with respect to any amounts owing hereunder as the owner thereof for all purposes including any voting, direction or other Lender thresholds.

Each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document (including pursuant to Sections 8.02 and 10.22) unless, and subject to the protections of Section 9.03, (x) it shall first receive such advice or concurrence of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 8.02 and 10.01) and (y) it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action (which satisfaction may require such indemnity from such Lenders to be a joint and several obligation of such Lenders).

Section 9.05 Delegation of Duties. The Administrative Agent or the Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents, co-agents, or attorneys-in-fact appointed by the Administrative Agent or the Collateral Agent, as applicable. The Administrative Agent or the Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. All provisions of this Article IX and Article X and all other rights, privileges, protections, immunities and indemnities granted to any Agent hereunder shall apply to any such sub-agent, co-agents, sub-agents and to the Related Parties of the Administrative Agent or the Collateral Agent, as applicable, and any such sub-agent, co-agent, or attorneys-in-fact, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent or Collateral Agent. No Agent shall be responsible for the negligence or misconduct of any such sub-agents, co-agents, or attorneys-in-fact except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such sub-agent, co-agents, or attorneys-in-fact.

Section 9.06 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted

such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations to be made by, to or through the Administrative Agent shall instead be made by or to each Lender, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 10.04 and all other rights, privileges, protections, immunities and indemnities granted to any Agent hereunder shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Section 9.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of the Loan Parties' financial advisors or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of the Loan Parties' financial advisors or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.08 [Reserved].

Section 9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any Plan of Reorganization, arrangement, adjustment or composition affecting the Loan Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.10 Collateral and Guaranty Matters.

(a) The Administrative Agent shall, or shall cause the Collateral Agent, to execute, deliver or acknowledge (at the Borrower's expense) such instruments or releases to evidence the release of any Collateral permitted to be released pursuant to this Agreement or the Collateral Documents. Neither the Administrative Agent nor the Collateral Agent shall be liable for any such release and any such release shall be without recourse to or representation or warranty of the Administrative Agent or Collateral Agent of any kind.

(b) Each of the Lenders irrevocably authorizes the Collateral Agent, at its option and in its discretion, to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by clauses (f), (j),(ff) (to the extent constituting Excluded Property), (gg), (hh) and (ii) of Section 7.01.

Section 9.11 Withholding Tax. To the extent required by any applicable Law, the Administrative Agent may withhold from any payment to any Lender an amount equal to any applicable withholding Tax. If the IRS or any Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from any amount paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify and hold harmless the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by the Borrower and without limiting or expanding the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties, additions to Tax or interest thereon, together with all expenses incurred, including legal expenses and any out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this Section 9.11. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender any refund of Taxes withheld or deducted from funds paid for the account of such Lender.

Section 9.12 ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates,

and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) of one or more Benefit Plans in connection with the Loans or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of Section 406 of ERISA and Section 4975 of the Code such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent and its Affiliates is a fiduciary with respect to the assets of such Lender involved in the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 9.13 Erroneous Payments.

(a) If the Administrative Agent notifies a Lender or other Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any such Lender, Secured Party or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether

received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 9.13(b).

(c) Each Lender or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(d) The parties hereto agree that, irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender or Secured Party, to the rights and interests of such Lender or Secured Party, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights"). Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, in no event shall the occurrence of an Erroneous

Payment (or the existence of any Erroneous Payment Subrogation Rights or other rights of the Administrative Agent in respect of an Erroneous Payment) result in the Administrative Agent becoming, or being deemed to be, a Lender hereunder or the holder of any Loans hereunder.

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Loan Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

Section 9.14 Survival. This Article IX shall survive the resignation or replacement of any Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments, the repayment, satisfaction or discharge of all Loan Obligations (or any portion thereof) under any Loan Document, and the termination of this Agreement or any other Loan Document.

ARTICLE X

MISCELLANEOUS

Section 10.01 Amendments, Etc. Except as otherwise set forth in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document (other than the Agency Fee Letter or the Bankruptcy Court DIP Orders), and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders (or such other number or percentage of Lenders as may be specified herein) (or by the Administrative Agent with the consent or ratification of the Required Lenders or such other number or percentage of Lenders) and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent (it being understood that such acknowledgement is ministerial in nature and must be made to the extent such amendment, waiver or consent otherwise complies with the requirements of this Section 10.01) and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that (w) any amendment or waiver contemplated in clauses (a) through (i) below shall not require the consent of the Required Lenders (other than as expressly provided therein), (x) the Administrative Agent and the Borrower may, without the consent of the Lenders, amend, modify or supplement this Agreement and any other Loan Document to cure any ambiguity, typographical error, defect or inconsistency if such amendment, modification or supplement does not adversely affect the rights of any Agent or any Lender, (y) any amendment, waiver or consent to the ABL Intercreditor Agreement or other intercreditor agreement or similar arrangement permitted under this Agreement shall only require the consent of any Loan Party to the extent expressly set forth therein and (z) no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that a waiver of any condition precedent or the waiver of (or forbearance from or amendment to the terms of) any Default or Event of Default or mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for any payment of principal, interest or fees under Sections 2.07, 2.08 or 2.09 or other amounts due to the Lenders (or any of them) hereunder or under such other Loan Document without the written consent of each Lender entitled to such payment, it being understood that the waiver of (or forbearance from or amendment to the terms of) any mandatory prepayment of the Loans, condition precedent, Default or Event of Default or any extension for administrative convenience as agreed by the Administrative Agent shall not constitute a postponement of any date scheduled for the payment of principal, interest or fees;

(c) other than in connection with any conversion to an exit facility pursuant to Section 2.07(b), reduce the principal of, or the rate of interest specified herein on, any Loan or any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate," to waive any obligation of the Borrower to pay interest at the Default Rate, or to waive, forbear from or amend any condition precedent, Default, Event of Default or mandatory prepayment or to amend any financial ratio (or any component definition thereof);

(d) change (i) Section 8.04 in a manner that would alter the application of payments required thereby without the written consent of each Lender directly and adversely affected thereby or (ii) the order of application of any prepayment of Loans from the application thereof set forth in the applicable provisions of Section 2.05(b), in any manner that adversely affects the Lenders without the written consent of each Lender directly and adversely affected thereby;

(e) (x) change any provision of this Section 10.01, Section 2.14, or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender directly and adversely affected thereby or (y) amend or modify the DIP Superpriority Claim status of the Lenders under the Bankruptcy Court DIP Orders or under any Loan Document without the written consent of each Lender directly and adversely affected thereby;

(f) release all or substantially all of the Collateral in any transaction or series of related transactions or subordinate the Secured Obligations or any Liens on any Collateral securing the Secured Obligations, without the written consent of each Lender; provided that the Collateral Agent may, without consent from any Lender, release any Collateral in compliance with Section 10.22 (in which case such release shall be made by the Administrative Agent and/or the Collateral Agent acting alone);

(g) release all or substantially all of the value of the Guaranty, without the written consent of each Lender, except to the extent the release of any Subsidiary from the Guaranty is permitted pursuant to Section 10.22 (in which case such release shall be made by the Administrative Agent acting alone);

(h) be enforced against a Defaulting Lender without its consent if such waiver, amendment or modification affects Defaulting Lenders in a disproportionate manner;

(i) amend, waive or otherwise modify Section 10.06(a)(x) without the consent of each Lender; or

(j) amend, waive, consent to departure from or otherwise modify any term or provision of this Agreement or any other Loan Documents which expressly names 11th Lane Holdings, LLC (and/or its Affiliates) (which, for the avoidance of doubt, shall be solely the last paragraph in Section 6.01, this Section 10.01(j) and clause (iv) in the proviso below) without the written consent of 11th Lane Holdings, LLC (or an Affiliate thereof) for so long as any such Person is a Lender hereunder.

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by each Agent in addition to the Lenders required above, affect the rights or duties of, or any fees or other amounts payable to, such Agent under this Agreement or any other Loan Document (it being understood that any change to Section 2.13 shall require the consent of the Administrative Agent); (ii) Section 10.06(g) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; (iii) only the consent of the Agents and the Borrower shall be required to amend, waive or otherwise modify any provision of the Agency Fee Letter; and (iv) any amendment, waiver or consent that requires the consent or other approval of the Required Lenders shall be shared with 11th Lane Holdings, LLC (and its Affiliates) in advance and 11th Lane Holdings, LLC (and its Affiliates) shall have a reasonable opportunity to review prior to the effectiveness thereof for so long as any such Person is a Lender hereunder.

Notwithstanding anything to the contrary herein, Schedule 6.22 may be amended, supplemented or otherwise modified solely with the consent of the Borrower and the Required Lenders (which consent may be provided via email).

Notwithstanding anything to the contrary contained in this Section 10.01, guarantees, collateral security documents and related documents executed by Loan Parties or any Subsidiaries of the Borrower in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended, supplemented and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment, supplement or waiver is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to cure any ambiguity, typographical error, defect or inconsistency or (iii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Loan Documents. The Administrative Agent shall be entitled to extend any deadline or requirement in connection with compliance with guarantee and security provisions in the Loan Documents (including Section 6.18) without the consent of any other Lender.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of, or Maturity Date with respect to the Loans held by, such Defaulting Lender may not be increased or extended without the consent of such Defaulting Lender (it being understood that any Commitments or Loans held or deemed held by any Defaulting Lender shall be excluded from a vote of the Lenders hereunder requiring any consent of the Lenders).

If the Administrative Agent and the Borrower shall have jointly identified an obvious error, mistake or ambiguity or any error or omission of a technical or administrative nature in any Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend such provision without further action or consent of any other party if the same is not objected to in writing by the Required Lenders to the Administrative Agent within five (5) business days following receipt of notice thereof.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or each Lender adversely affected thereby

and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 10.13.

Notwithstanding anything to the contrary in any Loan Document, in connection with any determination as to whether the requisite Lenders have (A) consented (or not consented) to any waiver, amendment or modification of any provision of this Agreement or any other Loan Document or any departure by any Loan Party therefrom, (B) otherwise acted on any matter related to this Agreement or any Loan Document or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to, or under, this Agreement or any other Loan Document, any Lender (or any Affiliate of such Lender (provided that for purposes of this clause (e), Affiliates shall not include Persons that are subject to customary procedures to prevent the sharing of confidential information between such Lender and such Person and such Person is managed having independent fiduciary duties to the investors or other equityholders of such Person)) (other than any Lender that is a Regulated Bank) that, as a result of its (or its Affiliates') interest in any total return swap, total rate of return swap, credit default swap or other derivative contract (other than any such total return swap, total rate of return swap, credit default swap or other derivative contract entered into pursuant to bona fide market making activities), has a net short position with respect to any of the Loans or Commitments, the ABL DIP Credit Agreement, or with respect to any other tranche, class or series of Indebtedness for borrowed money incurred or issued by the Borrower or any of its Subsidiaries at such time of determination (including commitments with respect to any revolving credit facility) (each such item of Indebtedness, including the Loan and Commitments, "Specified Indebtedness") (each such Lender, a "Net Short Lender") shall have no right to vote with respect to any waiver, amendment or modification of this Agreement or any other Loan Documents and shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Net Short Lenders (including in any Plan of Reorganization). For purposes of determining whether a Lender (alone or together with its Affiliates) has a "net short position" on any date of determination: (i) derivative contracts with respect to any Specified Indebtedness and such contracts that are the functional equivalent thereof shall be counted at the notional amount of such contract in Dollars, (ii) notional amounts in other currencies shall be converted to the Dollar equivalent thereof by such Lender in a commercially reasonable manner consistent with generally accepted financial practices and based on the prevailing conversion rate (determined on a mid-market basis) on the date of determination, (iii) derivative contracts in respect of an index that includes the Borrower or any other Subsidiary or any instrument issued or guaranteed by the Borrower or any other Subsidiary shall not be deemed to create a short position with respect to such Specified Indebtedness, so long as (x) such index is not created, designed, administered or requested by such Lender or its Affiliates and (y) the Borrowers and the other Subsidiaries and any instrument issued or guaranteed by the Borrowers or the other Subsidiaries, collectively, shall represent less than 5% of the components of such index, (iv) derivative transactions that are documented using either the 2014 ISDA Credit Derivatives Definitions or the 2003 ISDA Credit Derivatives Definitions (collectively, the "ISDA CDS Definitions") shall be deemed to create a short position with respect to the relevant Specified Indebtedness if such Lender or its Affiliates is a protection buyer or the equivalent thereof for such derivative transaction and (x) the relevant Specified Indebtedness is a "Reference Obligation" under the terms of such derivative transaction (whether specified by name in the related documentation, included as a "Standard Reference Obligation" on the most recent list published by Markit, if "Standard Reference Obligation" is specified as applicable in the relevant documentation or in any other manner), (y) the relevant Specified Indebtedness would be a "Deliverable Obligation" under the terms of such derivative transaction or (z) the Borrower or any other Subsidiary is designated as a "Reference Entity" under the terms of such derivative transaction and (v) credit derivative transactions or other derivatives transactions not documented using the ISDA CDS Definitions shall be deemed to create a short position with respect to any Specified Indebtedness if such transactions offer the Lender or its Affiliates protection against a decline in the value of such Specified Indebtedness, or in the credit quality of the Borrower or any other Subsidiary, in each case, other than as part of an index so long as (x) such index is not created, designed, administered or

requested by such Lender or its Affiliates and (y) the Borrowers and the other Subsidiaries, and any instrument issued or guaranteed by the Borrowers or the other Subsidiaries, collectively, shall represent less than 5% of the components of such index. In connection with any waiver, amendment or modification of this Agreement or the other Loan Documents, each Lender (other than any Lender that is a Regulated Bank) will be deemed to have represented to the Borrower and the Administrative Agent that it does not constitute a Net Short Lender, in each case, unless such Lender shall have notified the Borrower and the Administrative Agent prior to the requested response date with respect to such waiver, amendment or modification that it constitutes a Net Short Lender (it being understood and agreed that the Borrower and the Administrative Agent shall be entitled to rely on each such representation and deemed representation). For purposes of this Section, "Regulated Bank" means a commercial bank with a consolidated combined capital surplus of at least $5,000,000,000 that is (i) a U.S. depository institution the deposits of which are insured by the Federal Deposit Insurance Corporation; (ii) a corporation organized under section 25A of the U.S. Federal Reserve Act of 1913; (iii) a branch, agency or commercial lending company of a foreign bank operating pursuant to approval by and under the supervision of the Board under 12 CFR part 211; (iv) a non-U.S. branch of a foreign bank managed and controlled by a U.S. branch referred to in clause (iii); or (v) any other U.S. or non-U.S. depository institution or any branch, agency or similar office thereof supervised by a bank regulatory authority in any jurisdiction.

Section 10.02 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except as provided in Section 10.02(b), all notices and other communications provided for herein shall be in writing and shall be delivered by hand, overnight courier service, electronic mail, mailed by certified or registered mail or sent by facsimile as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or the Administrative Agent to the address, facsimile number or electronic mail address specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, facsimile number or electronic mail address specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article II by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an email address shall be deemed received when sent; provided that if such notice or other

communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall any Agent or any of its Related Parties (collectively, "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of any Loan Party's or the Administrative Agent's transmission of Borrower Materials through electronic telecommunications or other information transmission systems, except for direct or "economic" (as such term is used in Title 18, United States Code, Section 1030(g)) (as opposed to special, indirect, consequential or punitive) losses, claims, damages, liabilities or expenses to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to such direct or "economic" damages). Each of the Lenders and the Loan Parties acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that no Agent Party is responsible for approving or vetting the representatives or contacts of any Lender that are added to the Platform, and that there are confidentiality and other risks associated with such distribution. Each of the Lenders and the Loan Parties hereby approves distribution of the Borrower Materials through the Platform and understands and assumes the risks of such distribution.

(d) Change of Address, Etc. Each of the Loan Parties and the Administrative Agent may change its address, facsimile or telephone number or electronic mail address for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number or electronic mail address for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws. In the event that any Public Lender has elected for itself to not access any information disclosed through the Platform or otherwise, such Public Lender acknowledges that (i) the Agents and other Lenders may have access to such information and (ii) neither the Borrower nor any Agent or other Lender with access to such information shall have (x) any responsibility for such Public Lender's decision to limit the scope of

information it has obtained in connection with this Agreement and the other Loan Documents or (y) any duty to disclose such information to such electing Lender or to use such information on behalf of such electing Lender, and shall not be liable for the failure to so disclose or use such information.

(e) Reliance by Administrative Agent and Lenders. Each Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices) purportedly given by or on behalf of the Borrower or any other Loan Party even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify each Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower in the absence of gross negligence or willful misconduct as determined in a final and non-appealable judgment by a court of competent jurisdiction. All telephonic notices to and other communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Section 10.03 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender or by the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (i) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (ii) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.14) or (iii) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (x) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (y) in addition to the matters set forth in clauses (ii) and (iii) of the preceding proviso and subject to Section 2.14, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

Section 10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. Holdings and the Borrower jointly and severally agree to pay upon written demand (together with reasonable backup documentation supporting such demand) (i) all reasonable and documented out-of-pocket expenses incurred by each Agent and its Affiliates and the Lenders (including the reasonable fees, charges and disbursements of one counsel for the Agents (which counsel shall be Ropes & Gray LLP) and one counsel for the Lenders (which counsel shall be Ropes & Gray LLP) (absent an actual or perceived conflict of interest) (including, for the avoidance of doubt, the fees, charges and disbursements of the Backstop Lender Advisors) and reasonably necessary local counsel in applicable jurisdictions (retained after consultation with the Borrower), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and

administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all reasonable and documented out-of-pocket expenses incurred by any Agent or any Lender (including the reasonable fees, charges and disbursements of any counsel for the Agents (which counsel shall be Ropes & Gray LLP) and one counsel for the Lenders (which counsel shall be Ropes & Gray LLP)) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section 10.04, or (B) in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans (including, for the avoidance of doubt, the fees, charges and disbursements of the Backstop Lender Advisors); provided that Holdings and the Borrower shall not be required to reimburse the legal fees and expenses of more than one outside counsel for the Agents and one outside counsel for the Lenders (absent an actual or perceived conflict of interest) and reasonably necessary local counsel in applicable jurisdictions for all Persons indemnified under this subsection (a).

(b) Indemnification. Holdings and the Borrower, jointly and severally, shall indemnify each Agent (and any sub-agent thereof), each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonably related expenses (including the reasonable fees, charges and disbursements of (i) one counsel for the Agents and their Related Parties, and one counsel for the other Indemnitees, taken as a whole, (ii) if necessary, one local counsel in each relevant material jurisdiction and (iii) in the case of any conflict of interest, additional counsel to each group of similarly situated Indemnitees taken as a whole, limited to one such additional counsel and one local counsel in each relevant material jurisdiction) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (A) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby or, in the case of the Agents (and any sub-agent thereof) and their Related Parties only, the administration of this Agreement and the other Loan Documents, (B) any Loan or the use or proposed use of the proceeds therefrom, (C) any actual or alleged presence or Release of Hazardous Materials at, on, under or from any property currently or formerly owned, leased or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (D) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing brought by a third party or by the Borrower or any other Loan Party or any of the Borrower's or such Loan Party's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (A) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (x) with respect to the Lenders and their Indemnitees, (1) the gross negligence, bad faith or willful misconduct of such Indemnitee, (2) a material breach of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (3) any dispute solely among Indemnitees (other than (i) a dispute involving claims against any Agent or similarly titled person, in their respective capacities as such and (ii) any dispute arising out of an act or omission of the Borrower, any Guarantor or any of their affiliates), and (y) with respect to the Agents and their Indemnitees, the gross negligence or willful misconduct of such Indemnitee as determined by a court of competent jurisdiction by final and nonappealable judgment.

(c) Reimbursement by Lenders. To the extent that Holdings and the Borrower for any reason fail indefeasibly to pay any amount required under subsection (a) or (b) of this Section 10.04 to be paid by it or them to any Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender

severally agrees to pay to such Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Pro Rata Share immediately prior to such date) and indemnify and hold harmless such Person from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, fees, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Person in any way relating to or arising out of the Commitments, the Loans, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby, the performance of its duties or exercise of any of its rights or powers hereunder or thereunder, or any action taken or omitted by such Person under or in connection with any of the foregoing; *provided* that no Lender shall be liable for the payment to such Person of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, fees, costs, expenses or disbursements resulting from such Person's own gross negligence or willful misconduct, as determined by the final non-appealable judgment of a court of competent jurisdiction; *provided* that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Agent (or any such sub-agent) or against any Related Party of any of the foregoing acting for such Agent (or any such sub-agent). The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(e).

(d) Waiver of Consequential Damages. To the fullest extent permitted by applicable Law, no Loan Party or Indemnitee shall assert, and each Loan Party and Indemnitee hereby waives, any claim, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof provided that the foregoing will not limit any Loan Party's indemnity or reimbursement obligations otherwise set forth in this Section 10.04. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section 10.04 shall be payable not later than 30 days after written demand therefor (together with reasonable backup documentation supporting such demand); provided, however, that such Indemnitee shall promptly refund such amount to the extent that there is a final judicial or arbitral determination that such Indemnitee was not entitled to indemnification or contribution rights with respect to such payment pursuant to the express terms of this Section 10.04.

(f) Survival. The agreements in this Section 10.04 shall survive the resignation or replacement of any Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments, the repayment, satisfaction or discharge of all Loan Obligations (or any portion thereof) under any Loan Document, and the termination of this Agreement or any other Loan Document.

Section 10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower or any other Loan Party is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such set-off or any

part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (i) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (ii) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under clause (ii) of the preceding sentence shall survive the payment in full of the Loan Obligations and the termination of this Agreement.

Section 10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (x) neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (except as permitted under Sections 7.04 and 7.05) (and any other attempted assignment or transfer by the Borrower shall be null and void), and (y) no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 10.06(b); (ii) by way of participation in accordance with the provisions of Section 10.06(d); (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f); or (iv) to an SPC in accordance with the provisions of Section 10.06(g); provided, however, that notwithstanding anything to the contrary, no Lender may assign or transfer by participation any of its rights or obligations hereunder to (i) a natural Person or (ii) to Holdings, the Borrower or any of their respective Subsidiaries. Nothing in this Agreement, expressed or implied, is intended to confer, shall be construed to confer, or shall confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 10.06, the Loan Parties' financial advisors to the extent provided in Section 9.07 and, to the extent expressly contemplated hereby, Indemnitees and the Related Parties of each of the Administrative Agent, Collateral Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and/or the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, or in the case of an assignment by the Fronting Lender of (i) Interim Loans following the Closing Date or (ii) Final Loans following the Final Loan Date, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section 10.06, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative

Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $1,000,000 (or an integral multiple of $1,000,000 in excess thereof) unless each of the Administrative Agent and the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement. Notwithstanding anything herein to the contrary, any assignment of Loans by the Fronting Lender will be exclusive of, and will not contain any portion of, any unfunded Commitment held by the Fronting Lender at the time of the assignment of such Loans.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section 10.06 and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required; provided that the Borrower shall be deemed to have consented to any assignment of any Commitments or Loans unless it shall have objected thereto by notice to the Administrative Agent within ten (10) Business Days after the Borrower has received written notice thereof; provided, further, that no consent of the Borrower shall be required for (i) an assignment of all or any portion of the Loans to a Lender, an Affiliate of a Lender or an Approved Fund, (ii) if an Event of Default under Section 8.01(a) has occurred and is continuing, (iv) any assignment by the Fronting Lender, or (v) an assignment of all or a portion of the Loans by a Granting Lender to an SPC pursuant to Section 10.06(g); and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Commitments or Loans if such assignment is to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund (and any assigning Lender shall, in connection with any potential assignment, provide to the Borrower a copy of its request (including the name of the prospective assignee) concurrently with its delivery of the same request to the Administrative Agent unless an Event of Default described in Section 8.01(a) has occurred and is continuing); provided that no such consent of the Administrative Agent or notice to the Borrower shall be required in connection with any assignment of Loans by the Fronting Lender.

(iv) Assignment and Assumption. The parties to each assignment shall execute (except as otherwise contemplated in the penultimate sentence of Section 10.13) and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500, which shall be paid, in each case, by the "Assignee" pursuant to such Assignment and Assumption; provided, however, that (x) the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any such assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire, all applicable tax forms, and all "know your customer" information requested by the Administrative Agent.

(v) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section 10.06, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, and the surrender by the assigning Lender of its Note (if any), the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection (b) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender with respect with its own position only, at any reasonable time and from time to time upon reasonable prior notice. The Borrower, the Administrative Agent and the Lenders intend to treat all Loans as being at all times maintained in "registered form" within the meaning of Section 163(f), 871(h)(2) and 881(c)(2) of the Code and any related Treasury regulations (or any other relevant or successor provisions of the Code or of such Treasury regulations). Upon its receipt of, and consent to, a duly completed Assignment and Assumption, executed by an assigning Lender and an assignee, an Administrative Questionnaire completed in respect of the assignee (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in subsection (b) above, if applicable, and the written consent of the Administrative Agent, if required, and, if required, the Borrower to such assignment any applicable tax forms required pursuant to Section 3.01(e)(ii), and any "know your customer" information requested by the Administrative Agent, the Administrative Agent shall promptly (i) accept such Assignment and Assumption and (ii) record the information contained therein in the Register. No assignment shall be effective unless it has been recorded in the Register as provided in this subsection (c).

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, Holdings, the Borrower or any of Holdings' or the Borrower's Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (iv) any such Participation shall be made with respect to of a proportionate part of all the participating Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or the other Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of

the Participant, agree to any amendment, waiver or other modification described in clause (z) of the first proviso to Section 10.01 that directly and adversely affects such Participant (but will not include the right to vote on waivers of Defaults or Events of Default). Subject to subsection (e) of this Section 10.06, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and limitations of those Sections, including Section 3.01(e) and Section 3.06) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b) (it being agreed that any documentation required to be provided under Section 3.01(e) shall be provided solely to the participating Lender). To the extent permitted by Law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; provided such Participant shall be subject to Section 2.14 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary in connection with a Tax audit or proceeding to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) or Proposed Section 1.163-5(b) of the United States Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender (and the Borrower, to the extent that the Participant requests payment from the Borrower) shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitation upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent that any entitlement to a greater payment results from a Change in Law arising after such Participant became a Participant.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Special Purpose Funding Vehicles. Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. Subject to the provisions of this subsection (g), the Loan Parties agree that each SPC shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and limitations of those Sections) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section 10.06. Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including its obligations under Section 3.04) except (a) to the extent the increase or change results from a Change in Law arising after the grant is made or (b) if the grant to the SPC is made with the Borrower's prior written

consent (not to be unreasonably withheld), (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrower and the Administrative Agent, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or guaranty or credit or liquidity enhancement to such SPC.

Section 10.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Confidential Information (as defined below) and not to disclose such information, except that Confidential Information may be disclosed: (i) to its Affiliates and to it and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors, auditors, and representatives and other Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential); (ii) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (iii) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process in which case the Administrative Agent or such Lender, as applicable, shall notify the Borrower prior to such disclosure, in any case, to the extent legally permissible except in the case of routine bank examinations; (iv) to any other party hereto; (v) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (vi) subject to an agreement containing provisions at least as restrictive as those of this Section 10.07, to (A) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (B) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations; (vii) with the consent of the Borrower; (viii) to the extent such Confidential Information (A) becomes publicly available other than as a result of a breach of this Section 10.07 or (B) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower other than as a result of a breach of this Section 10.07; or (ix) to the extent such Confidential Information is independently developed by the Administrative Agent, any Lender or any of their respective Affiliates.

For purposes of this Section 10.07, "Confidential Information" means all information received from Holdings, the Borrower or any of its Subsidiaries or Related Parties relating to Holdings or the Borrower or any Subsidiary or Related Party or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by Holdings or the Borrower or any Subsidiary or Related Party other than by breach of this Section 10.07; provided that, in the case of information received from Holdings or the Borrower or any Subsidiary or Related Party after the date hereof, such information is clearly identified at the time of delivery as confidential or is delivered pursuant to Section 6.01, 6.02 or 6.03 hereof. Any Person required to maintain the confidentiality of Confidential Information as provided in this Section 10.07 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of

care to maintain the confidentiality of such Confidential Information as such Person would accord to its own confidential information. Notwithstanding the foregoing, any Agent and any Lender may place advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information on the Internet or worldwide web as it may choose, and circulate similar promotional materials, after the closing of the transactions contemplated by this Agreement in the form of a "tombstone" or otherwise describing the names of the Loan Parties, or any of them, and the amount, type and closing date of such transactions, all at their sole expense.

Each of the Administrative Agent and the Lenders acknowledges that (i) the Confidential Information may include material non-public information concerning Holdings, the Borrower or one or more Subsidiaries, as the case may be, (ii) it has developed compliance procedures regarding the use of material non-public information and (iii) it will handle such material non-public information in accordance with applicable Laws, including Federal and state securities Laws.

Section 10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld), to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the Secured Obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such Secured Obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender and its Affiliates under this Section 10.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (i) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (ii) exclude voluntary prepayments and the effects thereof and (iii) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Loan Obligations hereunder.

Section 10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto.

Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by any Agent or any Lender or on their behalf and notwithstanding that the Agent or any Lender may have had notice or knowledge of any Default or Event of Default at the time of any Borrowing, and shall continue in full force and effect as long as any Loan or any other Loan Obligations shall remain unpaid or unsatisfied.

Section 10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (i) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (ii) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, if any Lender's obligations to make or continue to make Loans has been suspended pursuant to Section 3.02, or if any Lender becomes a Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon written notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(a) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(b) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(c) such Lender shall execute an Assignment and Assumption with respect to the Lender's applicable Commitment and outstanding Loans;

(d) in the case of any assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(e) such assignment does not conflict with applicable Laws; and

(f) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable amendment, waiver, discharge or termination that the Borrower has requested shall become effective upon giving effect to such replacement (and any related

Assignment and Assumptions required to be effected in connection therewith in accordance with this Section 10.13).

In the event that (i) the Borrower or the Administrative Agent has requested that the Lenders consent to an amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or each Lender adversely affected thereby and that has been approved by the Required Lenders, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a "Non-Consenting Lender."

In connection with any replacement, if any such Non-Consenting Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Assumption reflecting such replacement within five (5) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Assumption Agreement to such Non-Consenting Lender, then each party hereto agrees that such assignment may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee, and that the Non-Consenting Lender required to make such assignment need not be a party thereto, and each Lender hereby authorizes and directs the Administrative Agent to execute and deliver such documentation as may be required to give effect to an assignment in accordance with Section 10.06 on behalf of a Non-Consenting Lender and any such documentation so executed by the Administrative Agent shall be effective for purposes of documenting an assignment pursuant to Section 10.06.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 10.14 Governing Law; Jurisdiction Etc.

(a) Governing Law. EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN SUCH OTHER LOAN DOCUMENTS) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

(b) Submission to Jurisdiction. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT IF OTHERWISE EXPRESSLY SET FORTH IN SUCH OTHER LOAN DOCUMENTS), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT. EACH OF THE PARTIES HERETO AGREES 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. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) Waiver of Venue. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 10.14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) Service of Process. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.15 [Reserved].

Section 10.16 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.16.

Section 10.17 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Borrower and Holdings acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the services regarding this Agreement provided by the Administrative Agent are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent on the other hand, (B) each of the Borrower and Holdings has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each of the Borrower and Holdings is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (B) the Administrative Agent in its capacity as Administrative Agent has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and the Administrative Agent does not have any obligation to disclose any of such interests to the Borrower, Holdings or any of their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases and agrees not to assert, any claims that it may have against the Administrative Agent with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.18 Electronic Execution of Assignments and Certain Other Documents. The words "execute," "execution," "signed," "signature," and words of like import in or related to this Agreement or any other Loan Document to be signed in connection with this Agreement and the transactions contemplated hereby and thereby shall be deemed to include electronic signatures, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, the Personal Information Protection and Electronic Documents Act (Canada), the Electronic Commerce Act, 2000 (Ontario), the Electronic Transactions Act (British Columbia), any other similar Canadian federal, provincial or territorial law or any other similar US state laws based on the Uniform Electronic Transactions Act.

Section 10.19 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Beneficial Ownership Regulation and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies all Loan Parties that pursuant to the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into Law October 26, 2001) (the "USA PATRIOT Act")) and the Beneficial Ownership Regulation, they are required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act and the Beneficial Ownership Regulation. Each Loan Party shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" an anti-money laundering rules and regulations, including the USA PATRIOT Act and Beneficial Ownership Regulation.

Section 10.20 ABL Intercreditor Agreement. Each Lender (a) consents to the subordination of Liens provided for in the ABL Intercreditor Agreement and in the Bankruptcy Court DIP Orders, (b) agrees that it will be bound by, and will take no actions contrary to, the provisions of the ABL Intercreditor Agreement and in the Bankruptcy Court DIP Orders and (c) authorizes and instructs the Administrative Agent and the Collateral Agent to enter into the ABL Intercreditor Agreement (or any other intercreditor agreement or similar arrangement permitted under this Agreement) as Term Loan Agent (or similar term) on behalf of such Lender. The foregoing provisions are intended as an inducement to the ABL Lenders to extend credit to Borrowers and such ABL Lenders are intended third party beneficiaries of such provisions and the provisions of the ABL Intercreditor Agreement. Notwithstanding anything herein or in any other Loan Document to the contrary, in the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control. To the extent that any specific provision hereof or in the ABL Intercreditor Agreement is inconsistent with any of the Bankruptcy Court DIP Orders, the Interim Order or Final Order (as applicable) shall control.

Section 10.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 10.22 Release of Liens and Guarantees.

(a) The Lenders and the other Secured Parties hereby irrevocably agree that the Liens granted to the Collateral Agent by the Loan Parties on any Collateral shall be automatically released: (i) in full upon the occurrence of the Termination Date as set forth in Section 10.22(d); (ii) upon the disposition of such Collateral by any Loan Party to a Person that is not (and is not required to become) a Loan Party in a transaction not prohibited by this Agreement, including pursuant to Section 10.24 (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry); (iii) to the extent that such Collateral comprises property leased to a Loan Party, upon termination or expiration of such lease (and the Administrative Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry); (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 10.01); (v) to the extent that the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guaranty in accordance with the Guaranty or Section 10.22(b) (and the Administrative Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry); and (vi) as required by the Administrative Agent to effect any disposition of Collateral in connection with any exercise of remedies of the Administrative Agent pursuant to the Collateral Documents. Any such release (other than pursuant to clause (i) above) shall not in any manner discharge, affect, or impair the Loan Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any disposition, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Loan Documents. Upon request by the Administrative Agent or the Collateral Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's or the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 10.22.

(b) In addition, the Lenders and the other Secured Parties hereby irrevocably agree that any Subsidiary Guarantor shall be automatically released from the Guaranty upon consummation of any transaction not prohibited hereunder resulting in such Person ceasing to constitute a Subsidiary or otherwise becoming an Excluded Subsidiary (and the Administrative Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry).

(c) The Lenders and the other Secured Parties hereby authorize the Administrative Agent and the Collateral Agent, as applicable, to execute and deliver any instruments, documents, and agreements necessary or desirable to evidence and confirm the release of any Guarantor or Collateral (without recourse

or warranty) pursuant to the foregoing provisions of this Section 10.22 and to return to the Borrower all possessory collateral (including share certificates (if any)) held by it in respect of any Collateral so released, all without the further consent or joinder of any Lender or any other Secured Party. Any representation, warranty or covenant contained in any Loan Document relating to any such Collateral or Guarantor (in its capacity as such) shall no longer be deemed to be made. In connection with any release permitted under this Section 10.22, the Administrative Agent and Collateral Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent and Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense in connection with the release of any Liens created by any Loan Document in respect of such Subsidiary, property or asset; provided that the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower containing such certifications as the Administrative Agent shall reasonably request and any such release should be without recourse to or representation or warranty by the Administrative Agent or Collateral Agent of any kind. No Agent shall be required to execute any document or take any action to evidence any such release on terms that, in such Agent's opinion or the opinion of its counsel, could expose such Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse to, or representation or warranty by, such Agent of any kind.

(d) Notwithstanding anything to the contrary contained herein or any other Loan Document, on the Termination Date, all Liens granted to the Collateral Agent by the Loan Parties on any Collateral and all obligations of the Borrower and the other Loan Parties under any Loan Documents (other than such obligations that expressly survive the Termination Date pursuant to the terms hereof) shall, in each case, be automatically released and, upon request of the Borrower, the Collateral Agent shall be authorized (without notice to, or vote or consent of, any Secured Party) to take such actions as shall be required to evidence the release its security interest in all Collateral (including returning to the Borrower all possessory collateral (including all share certificates (if any)) held by it in respect of any Collateral), and to evidence the release of all obligations under any Loan Document (other than such obligations that expressly survive the Termination Date pursuant to the terms hereof), whether or not on the date of such release there may be any contingent indemnification obligations or expense reimburse claims not then due; provided that the Collateral Agent shall have received a certificate of a Responsible Officer of the Borrower containing such certifications as the Collateral Agent shall reasonably request. Any such release of obligations shall be deemed subject to the provision that such obligations shall be reinstated if after such release any portion of any payment in respect of the obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payment had not been made. The Borrower agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Collateral Agent (and its representatives) in connection with taking such actions to release security interest in all Collateral and all obligations under the Loan Documents as contemplated by this Section 10.22(d).

Section 10.23 Acknowledgement Regarding Any Supported QFCs.

(a) To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Hedging Obligation or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(i) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(ii) As used in this Section 10.26, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

Section 10.24 [Reserved].

Section 10.25 Canadian Anti-Money Laundering. The Borrower acknowledges that, pursuant to Anti-Terrorism Laws applicable from time to time in Canada (the "Canadian AML Legislation"), including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and Parts II.1 and XII.2 of the Criminal Code (Canada), the Agents and Lenders may be required to obtain, verify and record information regarding the Borrower, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Borrower, and the transactions contemplated hereby. The Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any of the Agents or the Lenders, or any prospective assignee or participant of any of the Agents or Lenders, in order to comply with any applicable Canadian AML Legislation, whether now or hereafter in existence.

(b) If any of the Agents has ascertained the identity of the Borrower or any authorized signatories of the Borrower for the purposes of applicable Canadian AML Legislation, then such Agent:

(i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and such Agent within the meaning of applicable AML Legislation; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that none of the Agents has any obligation to ascertain the identity of the Borrower or any authorized signatories of the Borrower on behalf of any Lender, nor to confirm the completeness or accuracy of any information any of the Agents obtains from the Borrower or any such authorized signatory in doing so.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BORROWER:

INSTANT BRANDS HOLDINGS INC.,
as the Borrower

By: _____
Name:
Title:

INSTANT BRANDS INTERMEDIATE HOLDINGS INC.,
as Holdings

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

JEFFERIES CAPITAL SERVICES, LLC,
as Lender

By: _____
Name:
Title:

Schedule 6.22

Milestones

1. The Petition Date shall occur no later than June 12, 2023,

2. The Bankruptcy Court shall enter the Interim Order approving this Agreement and the ABL DIP Credit Agreement on an interim basis in form and substance satisfactory to the Agents and the Required Lenders in their sole and absolute discretion no later than 3 days after the Petition Date; and the Canadian Court (as defined below) shall enter an order recognizing the Interim Order in the Canadian Recognition Proceedings (as defined below) in form and substance satisfactory to the Agents and the Required Lenders in their sole and absolute discretion no later than 10 days after entry of the Interim Order by the Bankruptcy Court.

3. The Debtors will deliver to the Agents the confidential information memorandum for a sale of substantially all of the Debtors' assets (the "Sale"), no later than 9 days after the Petition Date.

4. The Bankruptcy Court shall enter an order approving bidding procedures (the "Bid Procedures Order") for the Sale, in each case in form and substance satisfactory to the Agents and the Required Lenders in their sole and absolute discretion no later than 35 days after the Petition Date.

5. The Bankruptcy Court shall enter the Final Order approving this Agreement and the ABL DIP Credit Agreement in form and substance satisfactory to the Agents and Required Lenders in their sole and absolute discretion no later than 35 days after the Petition Date; and the Canadian Court shall enter an order recognizing the Final Order in the Canadian Recognition Proceedings in form and substance satisfactory to the Agents and the Required Lenders in their sole and absolute discretion no later than 10 days after entry of the Final Order by the Bankruptcy Court.

6. If applicable, the deadline for submitting initial indications of interest with respect to a Sale will be 45 days after the Petition Date.

7. If applicable, the deadline for submitting qualified bids pursuant to the Bid Procedures Order will be no later than 70 days after the Petition Date.

8. If applicable, an auction to select a winning bid pursuant to the Bid Procedures Order will conclude no later than 77 days after the Petition Date.

9. If applicable, the Bankruptcy Court shall hold a hearing to approve the winning bid and will enter an order approving the Sale (a "Sale Order") in form and substance satisfactory to the Agents and Required Lenders in their sole and absolute discretion no later than 81 days after the Petition Date; and the Canadian Court shall enter an order recognizing the Sale Order in the Canadian Recognition Proceedings in form and substance satisfactory to the Agents and the Required Lenders in their sole and absolute discretion no later than 10 days after entry of the Sale Order by the Bankruptcy Court.

10. If a Sale Order is entered, the Sale will close no later than 87 days after the Petition Date.

It is further acknowledged and agreed that (x) during the pendency of the Cases, the Debtors, the Agents, the Required Lenders and the Required Revolving Lenders (under and as defined in the ABL DIP Credit Agreement) may agree that the Debtors shall pursue a reorganization or other plan process and (y) in such

eventuality, the Milestones set forth in this Schedule 6.22 may, with the consent of the Required Lenders, be amended and replaced with alternative milestones reflecting such reorganization or plan process.

EXHIBIT C

Priority of Liens and Claims

On ABL DIP Priority Collateral (including any such collateral held by UnSubs)	
1)	Carve Out
2)	Any Prior Liens
3)	ABL DIP Liens
4)	ABL Adequate Protection Liens (until expiration of the Challenge Period)
5)	Prepetition ABL Liens (until expiration of the Challenge Period)
6)	Term DIP Liens
7)	Term DIP Adequate Protection Liens
8)	Prepetition Term Liens

On Term DIP Priority Collateral (including any such collateral held by UnSubs)	
1)	Carve Out
2)	Any Prior Liens
3)	Term DIP Liens
4)	Term Adequate Protection Liens
5)	Prepetition Term Liens
6)	ABL DIP Liens
7)	ABL DIP Adequate Protection Liens (until expiration of the Challenge Period)
8)	Prepetition ABL Liens (until expiration of the Challenge Period)

On Exclusive ABL DIP Collateral (including any such collateral held by UnSubs)	
1)	Carve Out
2)	Any Prior Liens
3)	ABL DIP Liens
4)	ABL Adequate Protection Liens (until expiration of the Challenge Period)
5)	Prepetition ABL Liens (Other than with respect to collateral or assets of the UnSubs)

On Exclusive Term DIP Collateral (including any such collateral held by UnSubs)	
1)	Carve Out
2)	Any Prior Liens
3)	Term DIP Liens
4)	Term Adequate Protection Liens
5)	Prepetition Term Liens (Other than with respect to collateral or assets of the UnSubs)

On DIP Collateral Constituting Unencumbered Property (other than assets of the UnSubs)	
1)	Carve Out
2)	ABL DIP Liens on a pari-passu basis with the Term DIP Liens
3)	ABL Adequate Protection Liens on a pari-passu basis with the Term Adequate Protection Liens

EXHIBIT D

Initial DIP Budget

Instant Brands Cash Flow Forecast (North America) - In-Court Case (WE 6/9 Filing)

	Petition Date																	
$ in M	*Wk 1 6/9F*	*Wk 2 6/16F*	*Wk 3 6/23F*	*Wk 4 6/30F*	*Wk 5 7/7F*	*Wk 6 7/14F*	*Wk 7 7/21F*	*Wk 8 7/28F*	*Wk 9 8/4F*	*Wk 10 8/11F*	*Wk 11 8/18F*	*Wk 12 8/25F*	*Wk 13 9/1F*	*Wk 14 9/8F*	*Wk 15 9/15F*	*Total 6/9F - 6/9F*	*Total 6/16F - 9/15F*	*Total 6/9F - 9/15F*
Receipts:																		
Sales Receipts	4.5	0.4	3.3	3.3	8.3	8.3	7.6	7.6	7.4	7.4	7.4	8.1	8.1	9.1	9.1	4.5	95.6	100.1
Repatriated Cash Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	4.5	0.4	3.3	3.3	8.3	8.3	7.6	7.6	7.4	7.4	7.4	8.1	8.1	9.1	9.1	4.5	95.6	100.1
Disbursements:																		
Payroll & Benefits	(4.6)	(1.7)	(3.5)	(1.8)	(3.5)	(1.8)	(3.5)	(1.7)	(3.4)	(1.7)	(3.4)	(1.7)	(3.4)	(1.7)	(5.4)	(4.6)	(37.8)	(42.5)
Vendor Disbursements	(4.6)	(6.5)	(6.4)	(6.5)	(6.4)	(8.1)	(7.5)	(7.4)	(7.7)	(7.7)	(7.7)	(6.9)	(8.8)	(6.6)	(7.5)	(4.6)	(101.6)	(106.2)
Utilities & Leases	(1.7)	-	(1.0)	-	(1.8)	(0.3)	(0.3)	(0.5)	(1.8)	(0.3)	(0.3)	(0.3)	(2.0)	(0.3)	(1.8)	(1.7)	(10.6)	(12.3)
Insurance	(0.1)	-	-	-	(1.5)	-	-	-	(0.7)	-	-	-	-	(0.7)	-	(0.1)	(2.8)	(2.9)
Taxes	(0.5)	-	(0.5)	(0.3)	(0.2)	-	(0.5)	(0.3)	(0.2)	-	(0.5)	-	(0.5)	-	(0.5)	(0.5)	(3.5)	(4.0)
Total Operating Disbursements	(11.5)	(8.2)	(11.4)	(8.6)	(13.4)	(10.2)	(11.8)	(9.8)	(13.7)	(9.6)	(11.9)	(8.9)	(14.6)	(9.2)	(15.1)	(11.5)	(156.4)	(167.9)
Total Operating Cash Flow	(7.0)	(7.8)	(8.1)	(5.3)	(5.1)	(1.9)	(4.2)	(2.2)	(6.3)	(2.2)	(4.4)	(0.8)	(6.5)	(0.1)	(5.9)	(7.0)	(60.8)	(67.8)
Professional Fees	(5.7)	-	-	-	(3.0)	-	-	-	(1.6)	-	-	-	-	(1.5)	(16.1)	(5.7)	(22.3)	(28.0)
Other	(0.0)	(0.0)	-	-	-	(0.0)	-	-	-	(0.0)	-	-	-	(0.0)	-	(0.0)	(0.0)	(0.0)
Debt Service	(0.1)	(0.2)	-	(0.1)	(1.1)	-	(0.2)	-	(1.4)	-	(0.2)	-	(1.5)	-	(0.2)	(0.1)	(4.9)	(5.0)
Precious Metals Loan Amort	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Operating Disbursements	(5.8)	(0.2)	-	(0.1)	(4.2)	(0.0)	(0.2)	-	(3.1)	(0.0)	(0.2)	-	(1.5)	(1.5)	(16.3)	(5.8)	(27.2)	(33.0)
Total Disbursements	(17.3)	(8.4)	(11.4)	(8.7)	(17.6)	(10.2)	(12.0)	(9.8)	(16.7)	(9.6)	(12.0)	(8.9)	(16.1)	(10.7)	(31.4)	(17.3)	(183.6)	(200.9)
Net Cash Flow	(12.8)	(8.0)	(8.1)	(5.4)	(9.2)	(1.9)	(4.4)	(2.2)	(9.3)	(2.2)	(4.6)	(0.8)	(8.1)	(1.6)	(22.2)	(12.8)	(88.0)	(100.8)
Beginning Cash Balance	**18.5**	**1.2**	**0.0**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**18.5**	**1.2**	**18.5**
Net Cash Flow	(12.8)	(8.0)	(8.1)	(5.4)	(9.2)	(1.9)	(4.4)	(2.2)	(9.3)	(2.2)	(4.6)	(0.8)	(8.1)	(1.6)	(22.2)	(12.8)	(88.0)	(100.8)
ABL Draw/(Payment)	(4.5)	(88.3)	8.1	5.4	9.2	(30.5)	4.4	2.2	9.3	2.2	4.6	0.8	8.1	1.6	22.2	(4.5)	(40.7)	(45.2)
DIP Term Loan Proceeds	-	100.0	-	-	-	32.5	-	-	-	-	-	-	-	-	-	-	132.5	132.5
Financing Fees (*Incl. Accrued Interest*)	-	(4.8)	-	-	-	(0.1)	-	-	-	-	-	-	-	-	-	-	(5.0)	(5.0)
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	**1.2**	**0.0**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1.2**	**0.0**	**(0.0)**
Excess ABL Availability (Excluding Cash)	**5.6**	**26.7**	**17.5**	**11.0**	**0.6**	**29.9**	**34.1**	**30.7**	**20.3**	**16.9**	**15.4**	**13.4**	**4.1**	**1.4**	**13.2**	**5.6**	**13.2**	**13.2**
Operating Float	**(5.0)**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**(5.0)**	**-**	**-**
Ending Liquidity	**1.7**	**26.7**	**17.5**	**11.0**	**0.6**	**29.9**	**34.1**	**30.7**	**20.3**	**16.9**	**15.4**	**13.4**	**4.1**	**1.4**	**13.2**	**1.7**	**13.2**	**13.2**
Forecasted Borrowing Base	**142.8**	**144.8**	**144.8**	**144.8**	**144.8**	**144.8**	**154.5**	**154.5**	**154.5**	**154.5**	**158.7**	**158.7**	**158.7**	**158.7**	**176.6**	**142.8**	**176.6**	**176.6**
Cornell LC Release	-	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	(55.0)	-	(55.0)	(55.0)
Letters of Credit Exposure	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)	(22.3)
Professional Fee Reserve	-	(2.3)	(3.5)	(4.6)	(5.8)	(6.9)	(8.1)	(9.2)	(10.4)	(11.5)	(12.7)	(13.8)	(15.0)	(16.1)	-	-	-	-
Minimum Excess Availability	-	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	(5.0)	-	(5.0)	(5.0)
BBC Adjustment for FILOs	-	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	-	(3.0)	(3.0)
Estimated Winddown Reserve		(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	(3.5)	-	(3.5)	(3.5)
IB Canada Reserve		(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	-	(0.3)	(0.3)
Adjusted Borrowing Base	**120.6**	**53.4**	**52.3**	**51.1**	**50.0**	**48.8**	**57.3**	**56.2**	**55.0**	**53.9**	**56.9**	**55.8**	**54.6**	**53.5**	**87.5**	**120.6**	**87.5**	**87.5**
Memo: ABL Beginning Balance	*119.5*	*115.0*	*26.7*	*34.8*	*40.1*	*49.4*	*18.9*	*23.3*	*25.4*	*34.7*	*37.0*	*41.6*	*42.4*	*50.5*	*52.1*			
Memo: ABL Ending Balance	*115.0*	*26.7*	*34.8*	*40.1*	*49.4*	*18.9*	*23.3*	*25.4*	*34.7*	*37.0*	*41.6*	*42.4*	*50.5*	*52.1*	*74.3*			

Note:
Vendor Disbursements include raw materials, sourced goods, packaging, freight, contractors, etc.
Professional Fees include Debtor and Lender professionals and UST
Other Fees include bank fees and agent fees