United States Bankruptcy Court
Southern District of Texas
**ENTERED**
November 05, 2025
Nathan Ochsner, Clerk

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

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| In re: | ) | Chapter 11 |
| KLEOPATRA FINCO S.À R.L., *et al.*,[1] | ) | Case No. 25-90642 (CML) |
| Debtors. | ) | (Jointly Administered) |

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL, (II) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) GRANTING ADEQUATE PROTECTION TO CERTAIN PREPETITION SECURED PARTIES, (IV) MODIFYING THE AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")[2] of Kleopatra Finco S.à r.l. ("Kleopatra Finco") and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), seeking entry of an interim order (this "Interim Order") and a final order (the "Final Order," and together with this Interim Order, the "DIP Orders") pursuant to sections 105, 361, 362, 363, 364(c), 364(d), 364(e), 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002, 4001, 4002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1, 4001-1(b), 4002-1, and 9013-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), and the *Procedures for Complex Cases*

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://cases.stretto.com/Klockner. The location of Kleopatra Finco S.à r.l.'s principal place of business and the Debtors' service address in these chapter 11 cases is 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, R.C.S. Luxembourg.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the DIP Credit Agreement (as defined below), as applicable or as defined elsewhere in this Interim Order.

*in the Southern District of Texas* (the "Complex Case Procedures"), seeking relief, among other things:

a. authorizing the Debtors to incur senior secured postpetition obligations on a superpriority basis in respect of a senior secured superpriority term loan facility (the "DIP Facility," and the funding commitments thereunder, the "DIP Commitments"), in the aggregate principal amount of up to €984 million (all loans extended under the DIP Facility, collectively, the "DIP Loans"), consisting of: (i) €349 million of new money term loans, of which (a) €264 million shall be made available for borrowing upon the entry of this Interim Order (the "Interim Draw"), and shall be funded into the DIP Account (as defined below) with release of such escrowed loans subject to the terms and conditions of the DIP Credit Agreement (as defined below) and (b) €85 million shall be made available for borrowing upon the entry of the Final Order (the "Final Draw"), in each case, with release of such escrowed loans subject to the terms and conditions of the DIP Credit Agreement (the portion of the DIP Facility funded into the DIP Account at any given time, the "Escrowed Amount"); *provided* that the Escrowed Amount shall accrue interest and fees in accordance with the DIP Credit Agreement, commencing with the funding into escrow thereof, with €134 million of the proceeds of such new money term loans funded pursuant to the Interim Draw to be used to repay and refinance in full all obligations under the Prepetition Bridge Facility (the "Prepetition Bridge Refinancing"); (iii) €480 million of Interim Roll-Up Loans (as defined below) upon entry of this Interim Order; and (iv) €155 million of Final Roll-Up Loans upon entry of the Final Order, in each case, pursuant to the terms and conditions of that certain *Superpriority Senior Secured Debtor-in-Possession Term Loan Credit Agreement* attached to this Interim Order as **Exhibit 3** (as the same may be modified prior to execution and as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the "DIP Credit Agreement"), by and among Kleopatra Finco S.à r.l., Klöckner Pentaplast of America, Inc., and Klöckner Pentaplast GmbH as borrowers (in such capacity, the "DIP Borrowers"), certain of the Debtors party thereto as guarantors (each, a "DIP Loan Guarantor," and collectively, the "DIP Guarantors"; the DIP Guarantors and the DIP Borrowers, collectively, the "DIP Loan Parties"), Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the "DIP Agent"), and the lenders party thereto (the "DIP Lenders" and the DIP Lenders and the DIP Agent, collectively, the "DIP Secured Parties");[3]

b. authorizing the Debtors to execute, deliver, and perform under the DIP Credit Agreement and any other agreements, instruments, pledge agreements, intercreditor agreements, guarantees, fee letters, control agreements, and other ancillary documents related thereto (including any security agreements, intellectual property security agreements, or notes) (as amended, restated, amended and restated, supplemented, waived, and/or modified from

[3] Any consent, agreement, amendment, approval, waiver, or instruction of the DIP Borrowers, DIP Guarantors, DIP Agent, or DIP Secured Parties to be delivered hereunder may be delivered by any written instrument, including by way of electronic mail, by the DIP Borrowers, DIP Guarantors, DIP Agent, DIP Secured Parties, or their respective counsel on their behalf, as applicable.

time to time, collectively, the "DIP Documents"), and to perform such other acts as may be necessary or desirable in connection with this Interim Order and the DIP Documents, and the transactions contemplated hereby and thereby;

c. authorizing the DIP Borrowers to incur, and the DIP Guarantors to guarantee on an unconditional joint and several basis, the principal, all accrued and unpaid interest, fees, premiums, interest on interest, costs, expenses, obligations (whether contingent, unmatured, or otherwise then-due), and all other amounts and obligations, in each case, owing under and/or secured by the DIP Documents (including, without limitation, all "Obligations" as defined in the DIP Credit Agreement) (collectively, the "DIP Obligations");

d. subject to the Carve Out (as defined below) and to the relative priorities provided herein, granting the DIP Obligations an allowed superpriority administrative expense claim status in each of these chapter 11 cases and any Successor Cases (as defined below), as and to the extent provided herein; *provided* that such claims shall be *pari passu* with the Receivables Superpriority Claims (as defined in the Interim Factoring Order);[4]

e. subject to the Carve Out, the Permitted Liens (as defined below), and the relative priorities set forth herein, including the postpetition lien priorities set forth on **Exhibit 1** hereto (the "Lien/Claim Priorities Annex"), granting to the DIP Agent (for the benefit of the DIP Secured Parties) automatically and validly perfected security interests in and liens on the DIP Collateral (as defined below), including all property constituting Cash Collateral (as defined below);

f. authorizing and directing the Debtors to pay the principal, all accrued and unpaid interest, premiums, fees, interest on interest, costs, expenses, obligations, and other amounts payable (whether contingent, unmatured, or otherwise then-due) under the DIP Documents, respectively, including the Commitment Premium, the Backstop Premium, and the SteerCo Premium (each as defined in the DIP Credit Agreement), as set forth herein and as such become earned, due, and payable;

g. authorizing the Debtors to use the Prepetition Collateral (as defined below), including any Cash Collateral, of the Prepetition Secured Parties (as defined below) under the Prepetition Credit Documents (each as defined below);

h. providing adequate protection to the Prepetition Secured Parties as provided for herein for, solely to the extent of any diminution in value of the Prepetition Collateral, from and after the Petition Date (as defined below), including on account of the Debtors' sale, lease, or use of the Prepetition Collateral, including Cash Collateral, the imposition and enforcement of the automatic stay pursuant to section 362 of the Bankruptcy Code, and the priming of

[4] "Interim Factoring Order" means an order by the Court approving, on an interim basis, the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Participating in and Selling Receivables Pursuant to the Factoring Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* (the "Factoring Motion").

the Prepetition Secured Parties' respective interests in the Prepetition Collateral (including by the Carve Out) ("Diminution in Value");

i. authorizing the Debtors to waive (a) any right to surcharge the DIP Collateral and, subject to and upon the entry of the Final Order, the Prepetition Collateral pursuant to sections 105(a) and 506(c) of the Bankruptcy Code or otherwise; and (b) without prejudice to any provisions of the Final Order, the "equities of the case" exception under section 552(b) of the Bankruptcy Code with respect to the DIP Collateral and the DIP Obligations and, subject to and upon the entry of the Final Order, the Prepetition 1L Collateral and the Prepetition 1L Secured Obligations;

j. authorizing the Debtors to: (a) fund, among other things, ongoing working capital, general corporate expenditures, and other financing needs of the Debtors; (b) pay transaction fees and other costs and expenses of administration of these chapter 11 cases; (c) fund the Prepetition Bridge Refinancing; and (d) pay the reasonable and invoiced fees and expenses (including reasonable and invoiced attorneys' and advisors' fees and expenses) and interest and other payments, in each case, owed to the DIP Secured Parties pursuant to the DIP Documents and this Interim Order (and in the case of (a) and (b) (other than with regard to the fees and expenses of the Professional Persons (as defined below)), in accordance with the DIP Budget (as defined below) (subject to Permitted Deviations (as defined below)));

k. approving certain stipulations and releases by the Debtors with respect to the Prepetition Credit Documents and the Prepetition Collateral as set forth herein;

l. modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order, 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; and

m. scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion and approving the form of notice with respect to the Final Hearing.

The Court having considered the Motion, the exhibits attached thereto, the DIP Declarations, and the evidence submitted and arguments made at the interim hearing held on November 5, 2025 (the "Interim Hearing"); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and all applicable Bankruptcy 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 approval of the interim relief requested in the Motion is necessary to

avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and this Court having determined that it can enter interim and final orders consistent with Article III of the United States Constitution; 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:**[5]

A. **Petition Date**. On November 4, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.

B. **Debtors in Possession**. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. **Jurisdiction and Venue**. This Court has jurisdiction over these chapter 11 cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges from the United States District Court for the Southern District of Texas*, entered May 24, 2012. Consideration of the Motion constitutes a core proceeding

[5] 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.

pursuant to 28 U.S.C. § 157(b)(2). Venue for these chapter 11 cases and proceedings with respect to the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and procedural bases for the relief sought in the DIP Motion and granted in this Interim Order are sections 105, 361, 362, 363, 364(c), 364(d), 364(e), 503, and 507 of the Bankruptcy Code, Rules 2002, 4001, 4002, 6003, and 6004 of the Bankruptcy Rules, and Rules 2002-1, 4001-1(b), 4002-1, and 9013-1 of the Bankruptcy Local Rules.

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

E. **Notice**. Notice of the Motion and the Interim Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice of the Motion with respect to the relief requested at the Interim Hearing or the entry of this Interim Order shall be required.

F. **Immediate and Irreparable Harm**. The relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and it is a proper exercise of the Debtors' business judgment to incur the DIP Facility to support, among other things, the orderly continuation of the operation of the Debtors' businesses, to maintain business relationships with vendors, suppliers, and customers, to make capital expenditures in the ordinary course of business, to pay adequate protection as set forth herein, and to satisfy other working capital and operational needs.

G. **Debtors' Stipulations, Releases, and Acknowledgements**. After consultation with their attorneys and financial advisors, and without prejudice to the rights of parties-in-interest

set forth in paragraph 38 hereof, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree, as follows (collectively, the admissions, stipulations, acknowledgements, and agreements set forth in this paragraph G, the "Debtors' Stipulations"):

(i) *Prepetition SFA Obligations*. Kleopatra Finco, each of the other Borrowers party thereto, each of the guarantors party thereto (collectively, the "Prepetition SFA Obligors"), J.P. Morgan SE, as agent (the "Prepetition SFA Administrative Agent"), and Deutsche Bank AG, London Branch, as security agent (the "Prepetition SFA Collateral Agent" and, together with the Prepetition SFA Administrative Agent, in their respective capacities, the "Prepetition SFA Agents"), and the lenders from time to time party thereto (collectively, the "Prepetition SFA Lenders," and together with the other Secured Parties (as defined in the Prepetition SFA Credit Agreement (as defined below)), the "Prepetition SFA Secured Parties") that are parties to that certain Senior Facilities Agreement, dated as February 9, 2021 (as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time prior to the Petition Date, the "Prepetition SFA Credit Agreement," which, for the avoidance of doubt, has been supplemented by the Additional Facility Notice dated February 4, 2025, between Kleopatra Finco, as the borrower, and Kondoa Rock S.à r.l., an affiliate of SVP, as additional facility lender (as amended restated, amended and restated, supplemented or otherwise modified from time to time, the "Prepetition SFA Additional Facility Notice"), and together with the Finance Documents (as defined in the Prepetition SFA Credit Agreement), the "Prepetition SFA Documents," and the credit facility thereunder, the "Prepetition SFA Facility"). Pursuant to the Prepetition SFA Documents, the Prepetition SFA Lenders provided term loans, revolving loans, and other financial accommodations to the Prepetition SFA Obligors. Under the Prepetition SFA Documents, the Prepetition SFA Lenders provided the Prepetition SFA Obligors with, among other things, up to

(i) €1.225 billion in Facility B Commitments (as defined in the Prepetition SFA Credit Agreement), (ii) €50 million in Facility B2 Commitments (as defined in the Prepetition SFA Additional Facility Notice), and (iii) €120 million in Revolving Commitments (as defined in the Prepetition SFA Credit Agreement). As of the Petition Date, the Prepetition SFA Obligors were jointly and severally liable and indebted to the Prepetition SFA Secured Parties in an amount of principal of not less than approximately €1.443 billion consisting of (a) an aggregate principal amount of not less than €118 million of outstanding Revolving Loans (as defined in the Prepetition SFA Credit Agreement) under the Prepetition SFA Facility (the "Prepetition Revolving Loans"), *plus* (b) an aggregate principal amount of not less than €598 million and €600 million of outstanding Facility B Loans (as defined in the Prepetition SFA Credit Agreement) under the Prepetition SFA Facility (the "Prepetition USD Term Loans" and "Prepetition EUR Term Loans," respectively), *plus* (c) an aggregate principal amount of not less than €58 million of Facility B2 Loans (as defined in the Prepetition SFA Additional Facility Notice), which constitutes the Additional Facility Loan (as defined in the Prepetition SFA Credit Agreement) (the "Prepetition Additional Facility Term Loan"), *plus* (d) not less than €69 million in the aggregate in other outstanding obligations, including, without limitation, the obligation to pay the principal of the Loans (as defined in the Prepetition SFA Documents), interest accrued on the Loans, reimbursement obligations (contingent or otherwise) in respect of letters of credit, any fees, expenses, and disbursements (including, without limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), treasury, cash management, bank product and derivative obligations, indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whether or not unmatured, whenever arising, accrued, arising, due, owing or

chargeable (whether before or after the Petition Date) in respect of the Prepetition SFA Facility or held by any agent or lender or affiliate thereof and all other obligations (including the Secured Obligations (as defined in the Intercreditor Agreement (as defined below)) under the Prepetition SFA Facility), in each case payable pursuant to the terms and conditions of the Prepetition SFA Credit Agreement and the other Prepetition SFA Documents by any Prepetition SFA Obligor (collectively, the "Prepetition SFA Obligations"). The Prepetition SFA Obligations are secured by valid, enforceable, properly perfected, and non-avoidable security interests in and liens on certain Charged Property (as defined in the Prepetition SFA Credit Agreement, the "Prepetition 1L Collateral" and such liens and security interests, the "Prepetition SFA Liens"), subject in all respects to the provisions of the Prepetition SFA Documents (including the Agreed Security Principles set out therein) and the Intercreditor Agreement.

(ii) *Prepetition 1L Notes Obligations*. Kleopatra Finco as issuer (the "Prepetition 1L Notes Issuer"), the other guarantors party thereto (the "Prepetition 1L Notes Guarantors" and, together with the Prepetition 1L Notes Issuer, collectively, the "Prepetition 1L Notes Obligors"), Deutsche Trustee Company Limited, as Trustee (the "Prepetition 1L Notes Trustee") and Deutsche Bank AG, London Branch as security agent (the "Prepetition 1L Notes Security Agent" and, together with the Prepetition 1L Notes Trustee, in their respective capacities as such, the "Prepetition 1L Notes Trustees") for holders (such holders, collectively, the "Prepetition 1L Noteholders," and together with the Prepetition 1L Notes Trustees and the other Secured Parties (as defined in the Prepetition 1L Notes Indenture (as defined below)), the "Prepetition 1L Notes Secured Parties" and, together with the Prepetition SFA Secured Parties, the "Prepetition 1L Secured Parties") of the notes (such notes, the "Prepetition 1L Notes") issued pursuant to that certain Senior Secured Notes Indenture, dated as of February 12, 2021 (as

amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition 1L Notes Indenture" and together with the Senior Secured Notes Documents (as defined therein), the "Prepetition 1L Notes Documents" and, together with the Prepetition SFA Documents, the "Prepetition 1L Documents"). As of the Petition Date, the Prepetition 1L Notes Obligors were jointly and severally liable and indebted to the Prepetition 1L Notes Secured Parties (A) in the aggregate principal amount of not less than €400 million *plus* (B) not less than €11 million in accrued interest, fees, and all other amounts due *plus* (C) all other Obligations (as defined in the Prepetition 1L Notes Documents) under the Prepetition 1L Notes Documents, including, without limitation, the obligation (including guarantee obligations) to pay principal, accrued and unpaid interest, interest on interest, reimbursement obligations, charges, expenses, fees, premiums, attorney, indemnities, and other amounts payable by any Prepetition 1L Notes Obligor under any Prepetition 1L Notes Documents, and the obligation of any Prepetition 1L Notes Obligor to reimburse any amount in respect of any of the foregoing (collectively, the "Prepetition 1L Notes Obligations" and, together with the Prepetition SFA Obligations, the "Prepetition 1L Secured Obligations"). The Prepetition 1L Notes Obligations are secured by valid, enforceable, properly perfected, and non-avoidable security interests in and liens on all Prepetition 1L Collateral (the "Prepetition 1L Notes Liens") and subject in all respects to the provisions of the Prepetition 1L Notes Documents (including the Agreed Security Principles set out and/or referred to therein) and the Intercreditor Agreement.

(iii) *Prepetition Bridge Loan Obligations*. Kleopatra Finco and Infia MidCo 2 Limited (collectively, the "Prepetition Bridge Loan Borrowers"), the guarantors party thereto (together with the Prepetition Bridge Loan Borrowers, the "Prepetition Bridge Loan Obligors"), Wilmington Savings Fund Society, FSB, as administrative agent and security agent (in such

capacity, the "Prepetition Bridge Loan Agent"), and the lenders from time to time party thereto (collectively, the "Prepetition Bridge Loan Lenders," and together with the Prepetition Bridge Loan Agent and the other Secured Parties (as defined in the Prepetition Bridge Loan Credit Agreement (as defined below)), the "Prepetition Bridge Loan Secured Parties"), are parties to that certain Facilities Agreement, dated as of August 27, 2025 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition Bridge Loan Credit Agreement," the facility thereunder, the "Prepetition Bridge Facility," and the Prepetition Bridge Loan Credit Agreement together with the Finance Documents (as defined therein), the "Prepetition Bridge Loan Documents"). As of the Petition Date, the Prepetition Bridge Loan Obligors were jointly and severally liable and indebted to the Prepetition Bridge Loan Secured Parties (a) in the aggregate principal amount of not less than €112 million *plus* (b) not less than $22 million accrued interest, fees, and all other amounts due and all other Obligations (as defined in the Prepetition Bridge Loan Documents) under the Prepetition Bridge Loan Documents, including, without limitation, the obligation (including guarantee obligations) to pay principal, accrued and unpaid interest, interest on interest, reimbursement obligations, charges, expenses, fees, premiums, attorney costs, indemnities, and other amounts payable by any Prepetition Bridge Loan Obligor under any Prepetition Bridge Loan Document, and the obligation of any Prepetition Bridge Loan Obligor to reimburse any amount in respect of any of the foregoing that any Prepetition Bridge Loan Lender may elect to pay or advance on behalf of such Prepetition Bridge Loan Obligor in accordance with the terms of the Prepetition Bridge Loan Documents (collectively, the "Prepetition Bridge Loan Obligations"). The Prepetition Bridge Loan Obligations are secured by valid, enforceable, properly perfected, and non-avoidable security interests in and liens on all Charged Property (as defined in the Prepetition Bridge Loan Credit

Agreement) pledged to secure the Prepetition Bridge Loan Obligations (the "Prepetition Bridge Collateral," and subject in all respects to the provisions of the Prepetition Bridge Loan Documents (including the Agreed Security Principles set out and/or referred to therein), the Prepetition Bridge Collateral together with the Prepetition 1L Collateral, the "Prepetition Collateral") (such security interests and liens, the "Prepetition Bridge Loan Liens").

(iv) *Prepetition 2L Notes Obligations*. Kleopatra Holdings 2 S.C.A. entered into that certain Senior Notes Indenture, dated as of February 12, 2021, by and among (a) Kleopatra Holdings 2 S.C.A., as issuer, (b) certain of its subsidiaries pursuant to the Senior Notes Indenture (as defined below), as guarantors; (c) Deutsche Trustee Company Limited, as trustee; (d) Deutsche Bank AG, London Branch, as security agent and paying agent; and (e) Deutsche Bank Luxembourg S.A., as registrar and transfer agent (as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Senior Notes Indenture"). The Senior Notes Indenture originally provided for the issuance of (i) €300 million of 6.25% senior notes due 2026 (the "Initial Senior Notes") and (ii) additional Senior Notes in accordance with the terms thereof (the "Additional Senior Notes" and together with the Initial Senior Notes, the "Senior Notes"). On April 22, 2025, Kleopatra Finco entered into that certain Second Lien Secured Notes Indenture, dated as of April 22, 2025, by and among (a) Kleopatra Finco, as issuer (the "Prepetition 2L Notes Issuer"), (b) certain of its subsidiaries pursuant to the Prepetition 2L Notes Indenture (as defined below), as guarantors (the "Prepetition 2L Notes Guarantors" and, together with the Prepetition 2L Notes Issuer, the "Prepetition 2L Notes Obligors"); (c) GLAS Trust Company LLC, as trustee, principal paying agent, registrar and transfer agent (the "Prepetition 2L Notes Trustee"); and (d) Deutsche Bank AG, London Branch, as security agent (the "Prepetition 2L Notes Security Agent," and together with the Prepetition 2L Notes Trustee, in their respective capacities as such,

the "Prepetition 2L Notes Trustees," and together with the Prepetition SFA Agents, the Prepetition 1L Notes Trustees, and the Prepetition Bridge Loan Agent, the "Prepetition Agents") (as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition 2L Notes Indenture" and together with the Second Lien Secured Notes Documents (as defined therein), the "Prepetition 2L Notes Documents," and together with the Prepetition Bridge Loan Documents, the Prepetition SFA Documents, and the Prepetition 1L Notes Documents, collectively, the "Prepetition Credit Documents"). Pursuant to the Prepetition 2L Notes Indenture, the liability of Kleopatra Holdings 2 S.C.A. under the Senior Notes Indenture and the Senior Notes was novated and assigned to Kleopatra Finco, the Senior Notes were amended and restated by Kleopatra Finco as €302.5 million of Second Lien Secured Notes (the "Prepetition 2L Notes," the Prepetition 2L Notes Obligors' obligations thereunder, the "Prepetition 2L Obligations," and together with the Prepetition 1L Secured Obligations and the Prepetition Bridge Loan Obligations, collectively, the "Prepetition Secured Obligations," and such holders of Prepetition 2L Notes, the "Prepetition 2L Noteholders," and together with the Prepetition 2L Notes Trustees and the other Secured Parties (as defined in the Prepetition 2L Notes Indenture), the "Prepetition 2L Notes Secured Parties," and together with the Prepetition SFA Secured Parties, the Prepetition 1L Notes Secured Parties, and the Prepetition Bridge Loan Secured Parties, collectively, the "Prepetition Secured Parties"), and the Senior Notes Indenture was amended and restated in its entirety by the Prepetition 2L Notes Indenture. The Prepetition 2L Obligations are secured by valid, enforceable, properly perfected, and non-avoidable security interests in and liens on all Prepetition 1L Collateral on a second-priority basis (such security interests and liens the "Prepetition 2L Notes Liens," and together with the Prepetition SFA Liens, the Prepetition 1L Notes Liens, and the

Prepetition Bridge Loan Liens, collectively, the "Prepetition Liens") and subject in all respects to the Intercreditor Agreement.

(v) *Intercreditor Agreement*.

(a) Pursuant to that certain Intercreditor Agreement, dated as of February 11, 2021, by and among the Prepetition SFA Security Agent, the Prepetition 1L Notes Security Agent, and the Prepetition 2L Notes Security Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the "Intercreditor Agreement"), the parties have agreed, among other things and as more specifically set forth therein, on the relative respective rights, remedies, interests, obligations, priority, and positions of the Prepetition SFA Secured Parties, the Prepetition 1L Notes Secured Parties, and the Prepetition 2L Notes Secured Parties, as applicable, with respect to the Prepetition Collateral.

(b) The Intercreditor Agreement is a "subordination agreement" within the meaning of section 510(a) of the Bankruptcy Code. The Intercreditor Agreement shall (i) remain binding and enforceable against the respective Prepetition Secured Parties in accordance with its terms, (ii) continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including, without limitation, the relative priorities, rights, and remedies of such parties with respect to the replacement liens and administrative expense claims and superpriority administrative expense claims granted, or amounts payable, by the Debtors under this Interim Order or otherwise and the modification of the automatic stay), (iii) govern the relative priorities, rights, and remedies of the DIP Secured Parties and the Prepetition Secured Parties, and (iv) not be deemed to be amended, altered, or modified by the terms of this Interim Order or the DIP Documents, unless as expressly set forth herein.

(vi) *Prepetition Secured Obligations*. Each of the Debtors acknowledge that the Prepetition Secured Obligations owing to each of the Prepetition Secured Parties, respectively, constitute legal, valid, and binding obligations of, and shall constitute allowed claims under sections 502 to the extent permitted by section 506 of the Bankruptcy Code against, the Debtors and their applicable affiliates, enforceable against them in accordance with their respective terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), and no portion of the Prepetition Secured Obligations owing to the respective Prepetition Secured Parties is subject to avoidance, recharacterization, reduction, disgorgement, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, impairment, recovery, subordination, or any other challenges pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity, including in any Successor Cases.

(vii) *Prepetition Liens*. The Debtors acknowledge that the Prepetition Liens granted to the respective Prepetition Secured Parties have, in each case to the extent required in the Prepetition Credit Documents, as applicable, been properly recorded and perfected under applicable non-bankruptcy law and, as of the Petition Date, constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), non-avoidable, properly perfected, and continuing security interests in and liens on the Prepetition Collateral, subject only to (a) the Carve Out, (b) any Permitted Liens,[6] and (c) the terms and conditions of the Intercreditor Agreement, and in each case were granted to, or for the benefit of, the respective Prepetition Secured Parties for fair consideration and reasonably

[6] "Permitted Liens" means any valid liens that are (1) in existence on the Petition Date, (2) either perfected as of the Petition Date or perfected subsequent to the Petition Date under section 546(b) of the Bankruptcy Code, (3) permitted by the terms of the Prepetition Credit Documents or by operation of law to be senior in priority to the Prepetition Liens under the Prepetition Credit Documents, and (4) non-avoidable under the Bankruptcy Code or other applicable law.

equivalent value, were granted contemporaneously with, or covenanted to be provided as inducement for, the making of the applicable loans, the issuance of notes, and/or the commitments and other financial accommodations in each case related thereto or secured thereby, and are not subject to offset, contest, disallowance, attack, challenge, objection, defense, counterclaim, recharacterization, subordination, avoidance, recovery, or other claim or cause of action of any kind, pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity. In light of the integrated nature of the DIP Facility, the DIP Documents, and the Prepetition Credit Documents, (i) the Prepetition Liens and (ii) the DIP Liens that prime certain of the Prepetition Liens, in each case, are continuing liens, and the DIP Collateral is and will continue to be encumbered by such liens.

(viii) *No Challenges/Claims*. Subject to paragraph 38 hereof, no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the respective Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the respective Prepetition Liens or Prepetition Secured Obligations is subject to any challenge or defense, including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors and their estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action,[7] and/or choses

[7] As used in this Interim Order, "causes of action" means any action, claim, cause of action, controversy, demand, right, action, lien, indemnity, interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, and license of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Closing Date (as defined below), in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law. For the avoidance of doubt, "cause of action" includes: (a) any right of set-off, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, fraudulent transfer or fraudulent conveyance or voidable transaction, violation of local, state, or federal or non-U.S. law or breach of

in action against any of the Prepetition Secured Parties, any of their respective Prepetition Agents, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect or related to the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents. The Prepetition Secured Obligations constitute allowed, secured claims within the meaning of section 502 and to the extent permitted under section 506 of the Bankruptcy Code. The Debtors have waived, discharged, and released any right to challenge any of the Prepetition Secured Obligations, the priority of the Prepetition Secured Obligations, and the validity, extent, and priority of the Prepetition Liens.

(ix) *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 (but excluding any such cash or accounts that are required to be and are actually excluded from the "Charged Property")), whether as original collateral or proceeds of other Prepetition Collateral, constitutes or will constitute "cash collateral" of the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code ("Cash Collateral") and is Prepetition Collateral of the Prepetition Secured Parties, subject in all respects to the priorities set out in the Intercreditor Agreement; *provided*, *however*, that Cash

any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. law; (d) any Claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of title 11 of the United States Code; (e) any state or foreign law pertaining to actual or constructive fraudulent transfer or fraudulent conveyance, and (f) any "lender liability" or equitable subordination claims or defenses.

Collateral excludes Excluded Factoring Assets except as set forth in paragraph 8 of this Interim Order.

(x) *No Control*. None of the DIP Agent, the DIP Secured Parties, the Prepetition Agents, or the Prepetition Secured Parties controls the Debtors or their properties or operations, has authority to determine the manner in which any of the Debtors' operations are conducted, or is a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Interim Order, the DIP Facility, the DIP Documents, the Prepetition Secured Obligations, and/or the Prepetition Credit Documents.

H. **Findings Regarding Corporate Authority**. Each of the Debtors has all requisite power and authority to execute and deliver the DIP Documents to which it is a party and to perform its obligations thereunder.

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

(i) *Request for Postpetition Financing and Use of Cash Collateral*. The Debtors seek authority to (a) enter into the DIP Facility and incur the DIP Obligations on the terms and conditions described herein and in the DIP Documents and (b) use Cash Collateral on the terms and conditions described herein, in each case, to administer these chapter 11 cases and fund their operations. At the Final Hearing, the Debtors will seek final approval of the DIP Facility and use of Cash Collateral pursuant to the Final Order, which shall be in form and substance reasonably acceptable to the Required Lenders (as defined in the DIP Credit Agreement, the "DIP Required Lenders") and the Debtors. Notice of the Final Hearing and the proposed Final Order will be provided in accordance with this Interim Order.

(ii) *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 pursuant to the DIP Facility and the DIP Documents, incur the Interim Roll-Up Obligations and implement the Prepetition Bridge Refinancing upon the entry of this Interim Order, and to use Cash Collateral as set forth herein.

(iii) *Priming of the Prepetition Liens*. The Prepetition Secured Obligations and the Prepetition Collateral are identified in the Lien/Claim Priorities Annex, which is incorporated herein by reference. The Prepetition Secured Parties have consented to their Prepetition Liens being primed by the DIP Liens pursuant to this Interim Order.

(iv) *Need for Postpetition Financing and Use of Cash Collateral*. Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the Debtors to use Cash Collateral on an interim basis and obtain credit in amounts pursuant to the DIP Facility (in the case of the DIP Facility, in an amount up to the Interim Draw) in order to, among other things, enable the orderly continuation of their operations and to administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, pay their employees, and otherwise finance their operations requires the availability of working capital from the DIP Facility and the use of Cash Collateral, the absence of either of which, on an interim basis as contemplated hereunder, would immediately and irreparably harm the Debtors, their estates, and parties-in-interest. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses, maintain their properties in the ordinary course of business, and fund these chapter 11 cases without the authorization to use Cash Collateral and access to the DIP Facility. 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 of their respective interests in the Prepetition Collateral (including Cash Collateral) as a result of, among other things, the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, the Debtors' use, sale, or lease of the Prepetition Collateral, including Cash Collateral, or the grant of the DIP Liens hereunder. The priming of the Prepetition Liens under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Documents and subject to the Carve Out, and as provided herein, will enable the Debtors to obtain the financing needed to continue to operate their business during the pendency of these chapter 11 cases, to the benefit of their estates and creditors.

(v) *No Credit Available on More Favorable Terms*. The DIP Facility is the best source of debtor-in-possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Secured Parties on terms more favorable than the DIP Facility. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain unsecured and/or secured credit allowable under sections 364(c)(1), 364(c)(2), or 364(c)(3) of the Bankruptcy Code. Financing on a postpetition basis is not otherwise available without granting the DIP Agent, for the benefit of themselves and the applicable DIP Secured Parties, (a) subject to the Carve Out, perfected security interests in and liens on (each as provided herein) the DIP Collateral, with the priorities set forth herein; (b) subject to the Carve Out, superpriority claims; and (c) the other protections set forth in this Interim Order, and without incurring (d) the 507(b) Claims, Adequate Protection Liens, the Commitment Premium, the Backstop Premium, the SteerCo Premium, all fees provided in the Fee Letter, and all other fees

and expenses provided in the DIP Documents, under the terms and conditions set forth in this Interim Order and the DIP Documents (the foregoing described in clauses (a) through (d), collectively, the "DIP Protections").

(vi) *Use of Cash Collateral and Proceeds of the DIP Facility*. As a condition to entry into the DIP Facility, the extension of credit under the DIP Facility, and the authorization to use the Prepetition Collateral, including Cash Collateral, the DIP Agent, DIP Secured Parties, and the Prepetition Secured Parties require, and the Debtors have agreed, that proceeds of the DIP Facility and the Prepetition Secured Parties' Cash Collateral shall be used in accordance with the terms and conditions of this Interim Order and the DIP Documents, and consistent with the DIP Budget (as defined below) (subject to Permitted Deviations),[8] solely for the purposes set forth in the DIP Documents and this Interim Order, including (a) ongoing working capital and other general corporate purposes of the Debtors; (b) payment of costs of administration of these chapter 11 cases, including fees and expenses arising on account of these chapter 11 cases, statutory fees of the U.S. Trustee, and allowed professional fees and expenses of the Debtor Professionals (as defined below) and professionals retained by a Committee (if any), subject to the Investigation Budget (as defined below); (c) payment of such prepetition expenses as set forth in the DIP Budget (subject to Permitted Deviations) and permitted under the DIP Documents or otherwise consented to by the DIP Required Lenders; (d) payment of accrued and unpaid interest, premiums, fees, interest on interest, costs, expenses, and other amounts (including, without limitation, reasonable and invoiced legal and other professionals' fees and expenses of the DIP Agent and DIP Secured Parties owed under the DIP Documents, including those incurred in connection with the preparation, negotiation, documentation, and Court approval of the DIP

[8] A copy of the initial DIP Budget is attached hereto as **Exhibit 2**.

Facility, whether incurred before, on, or after the Petition Date), whether contingent, unmatured, or otherwise then-due; (e) payment of certain adequate protection fees and expenses to the applicable parties set forth herein and on the terms as set forth herein; (f) payment of obligations arising from or related to the Carve Out; and (g) funding the Prepetition Bridge Refinancing.

(vii) *Roll-Up Obligations and Prepetition Bridge Refinancing*.

(a) Effective upon (a) the entry of this Interim Order and the initial funding of any amounts under the DIP Credit Agreement, and without any further action by the Debtors or any other party, (i) the DIP Loan Parties are authorized and directed to utilize the DIP Loans to effectuate the Prepetition Bridge Refinancing, and (ii) subject only to a successful Challenge, €480 million of Prepetition 1L Secured Obligations held by DIP Lenders that fund the Interim Draw of the DIP Loans (including pursuant to assignments made after the funding of the Initial Draw as contemplated by the DIP Credit Agreement) (such loans and the obligations in respect thereof, respectively, the "Interim Roll-Up Loans" and "Interim Roll-Up Obligations"), shall be automatically deemed exchanged via assignment on a cashless basis into and shall be deemed to constitute DIP Obligations; and (b) the entry of the Final Order and the funding of the Final Draw, and subject only to a successful Challenge, without any further action by the Debtors or any other party, €155 million Prepetition 1L Secured Obligations held by DIP Lenders that fund the Final Draw of the DIP Loans (including pursuant to post-Closing assignments made after the funding of the Final Draw as contemplated by the DIP Credit Agreement) shall be automatically deemed exchanged via assignment on a cashless basis into and deemed to constitute DIP Obligations (such loans and the obligations in respect thereof, respectively, the "Final Roll-Up Loans" and "Final Roll-Up Obligations", and collectively with the Interim Roll-Up Loans and Interim Roll-Up Obligations, the "Roll-Up Loans" and "Roll-Up Obligations"), pursuant to the

terms of this Interim Order, the Prepetition Credit Documents (as expressly modified herein), any other Loan Documents (as defined in the Prepetition Credit Documents) (as expressly modified herein), the DIP Documents, and any other documents evidencing the Roll-Up Obligations. The Prepetition Secured Parties would not otherwise consent to the use of their Cash Collateral, and the DIP Agents and the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the DIP Loan Parties thereunder, without approval of the Prepetition Bridge Refinancing and approval of the Interim Roll-Up Loans upon entry of this Interim Order. The Roll-Up Obligations shall be authorized as and deemed for all purposes as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition 1L Secured Parties to fund amounts under the DIP Facility and not as adequate protection for, or otherwise on account of, any Prepetition 1L Secured Obligations. Because the Roll-Up Obligations are subject to the reservation of rights in paragraph 38 hereof, they will not prejudice the rights of any other party-in-interest.

(b) The Prepetition Bridge Refinancing, Roll-Up Obligations, and incurrence of fees under the DIP Facility shall be authorized as a necessary inducement for the DIP Secured Parties to consent to the use of Cash Collateral and the subordination of the Roll-Up Obligations to the Carve-Out to the extent set forth herein.

J. **Limitation of Liability**. In making the decision to finance the Debtors' continued business operations through the DIP Facility, to permit the Debtors' use of Cash Collateral as set forth herein, in administering any loans, in approving the DIP Budget, or in taking any actions permitted by this Interim Order or the DIP Documents, none of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties, as applicable, shall be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person," "owner or operator," or part of any "control

group" with respect to any of the Debtors or the management of the Debtors or owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

K. **No Objection**. The Prepetition Secured Parties have no objection to the DIP Facility and the use of the Cash Collateral on the terms and conditions set forth in this Interim Order.

L. **Adequate Protection**. The Debtors have agreed, pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code, to provide the Prepetition Secured Parties with adequate protection, as and to the extent set forth in this Interim Order, against the risk of any Diminution in Value of their respective interests in the Prepetition Collateral. The Prepetition Agents, for the benefit of the Prepetition Secured Parties, are entitled to receive such adequate protection of their interests in the Prepetition Collateral, including, without limitation, the Cash Collateral. Pursuant to sections 361, 362, 363, and 507(b) of the Bankruptcy Code, as adequate protection, subject in all respects to the Carve Out and subject to paragraph 38 hereof, such Prepetition Secured Parties will receive, to the extent of any Diminution in Value of their respective interests in the applicable Prepetition Collateral, Adequate Protection Liens and 507(b) Claims as set forth herein.

M. **Sections 506(c), 552(b), and Marshaling**. Upon entry of this Interim Order, in light of, among other things, each of the DIP Agent's and the DIP Secured Parties' respective agreements (i) that their respective liens and superpriority claims shall be subject to the Carve Out, as set forth herein and (ii) to the payment (in a manner consistent with the DIP Budget (subject to Permitted Deviations), and subject to the terms and conditions of this Interim Order and the DIP Documents) of certain expenses of administration of these chapter 11 cases, each of the DIP Secured Parties is entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code and a waiver of the provisions of section 506(c) of the Bankruptcy Code

and, upon entry of the Final Order, a waiver of the equitable doctrine of marshaling and other similar doctrines, in each case, solely with respect to the DIP Commitments. Subject to and upon entry of the Final Order, in light of, among other things, each of the Prepetition Secured Parties' agreement (i) that its respective Prepetition Liens and claims, including any Adequate Protection Liens and claims (including 507(b) Claims), shall be subject to the Carve Out and subordinate to the DIP Obligations, as set forth herein; and (ii) to the payment (in a manner consistent with the DIP Budget (subject to Permitted Deviations), and subject to the terms and conditions of this Interim Order and the DIP Documents) of certain expenses of administration of these chapter 11 cases, each of the Prepetition Secured Parties, subject only to a Challenge pursuant to paragraph 38 below (if applicable), is entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code and a waiver of the provisions of section 506(c) of the Bankruptcy Code and of the equitable doctrine of marshaling and other similar doctrines.

N. **Good Faith of the DIP Agent, the DIP Secured Parties, and the Prepetition Secured Parties**.

(i) Based upon the pleadings and proceedings of record in these chapter 11 cases, (a) the extensions of credit under the DIP Facility are fair and reasonable, are appropriate for secured financing to debtors in possession, are the best available to the Debtors under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration; (b) the terms and conditions of the DIP Facility (including with respect to the Roll-Up Obligations and the Prepetition Bridge Refinancing), the use of proceeds under the DIP Facility, the use of the Cash Collateral, the DIP Protections, and the Adequate Protection Obligations (as defined below) have been negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and

the Prepetition Secured Parties, with the assistance and counsel of their respective advisors; (c) the use of Cash Collateral pursuant to this Interim Order, has been allowed in "good faith" within the meaning of section 364(e) of the Bankruptcy Code; (d) any credit to be extended, loans to be made, and other financial accommodations to be extended to the Debtors by the DIP Secured Parties or the Prepetition Secured Parties, including, without limitation, pursuant to this Interim Order (including the Prepetition Bridge Refinancing and the Roll-Up Loans), have been allowed, advanced, extended, issued, or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code by the DIP Secured Parties and the Prepetition Secured Parties in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code; and (e) the DIP Facility, the DIP Liens, the DIP Obligations, the Interim Roll-Up Obligations, the Prepetition Bridge Refinancing, the DIP Superpriority Claims (as defined below), the Adequate Protection Liens, and the 507(b) 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.

(ii) Absent an order of this Court, the consent of the Prepetition Secured Parties is required for the Debtors' consensual use of Cash Collateral and other Prepetition Collateral. The respective Prepetition Secured Parties have consented (or have not objected) or are deemed pursuant to the Prepetition Credit Documents to have consented, subject to the entry of this Interim Order, to the Debtors' use of Cash Collateral and other Prepetition Collateral and to the Debtors' entry into the DIP Documents in accordance with and subject to the terms and conditions in this Interim Order and the DIP Documents. The Prepetition Secured Parties have consented to the DIP Facility (including the Roll-Up Obligations) and the use of Cash Collateral on the terms and

conditions set forth in this Interim Order, and such arrangements comply with and do not violate the Prepetition Credit Documents.

O. **Immediate Entry**. Sufficient cause exists for the immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4002(c)(2).

P. **Permitted Liens**. Nothing contained in this Interim Order is intended to: (i) invalidate, negate, avoid, prime, or prejudice the holders of any Permitted Liens; (ii) find or rule that any Permitted Liens (or any other alleged liens, excepting only the Prepetition Liens, subject only to paragraph 38 hereof) are valid, binding, prior, perfected, enforceable, non-avoidable, or senior; or (iii) prejudice the right of any party-in-interest, including, without limitation, the Debtors, any Committee, the Prepetition Agents, or DIP Agent, from challenging the validity, enforceability, perfection, extent, or priority of any Permitted Liens (or any other alleged liens or security interests, excepting only the Prepetition Liens, a challenge to which is subject only to paragraph 38 hereof).

Q. **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. 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 Facility Approved on Interim Basis. The DIP Facility is hereby authorized and approved to the extent set forth herein, and the use of Cash Collateral on an interim basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this Interim Order.

2. Objections Overruled. All objections to this Interim Order (if any), to the extent not withdrawn, waived, settled, or resolved, are hereby denied and overruled. This Interim Order shall become effective immediately upon its entry.

3. Authorization of the DIP Facility and the DIP Documents.

(a) The DIP Facility is hereby approved as set forth herein. The DIP Loan Parties are expressly and immediately authorized, empowered, and directed to execute and deliver, and perform under, the DIP Documents and to incur and to perform the DIP Obligations, including the Prepetition Bridge Refinancing and the Interim Roll-Up Obligations, in accordance with, and subject to, the terms of this Interim Order and the DIP Documents, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP Facility and the creation and perfection of the DIP Liens. The Debtors are authorized and directed to pay, in accordance with this Interim Order, all principal, accrued and unpaid interest, premiums, fees, interest on interest, payments, costs, expenses, the Commitment Premium, the Backstop Premium, the SteerCo Premium and other amounts (including any arrangement, backstop, commitment, exit, and/or administrative fees, including in any separate letter agreement or in any other DIP Document) described in the DIP Documents as such amounts become due and payable (whether contingent, unmatured, or otherwise then-due), and to incur the Roll-Up Obligations and complete the Prepetition Bridge Refinancing, in each

case without the need to obtain further Court approval, whether or not such fees arose before, on, or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and to take any other actions that may be necessary or appropriate, all as provided in this Interim Order or the DIP Documents; *provided* that the payment of legal and other professionals' fees and expenses of the DIP Agent and the other DIP Secured Parties (other than legal and other professionals' fees and expenses incurred prior to the Closing Date (as defined in the DIP Credit Agreement)) shall be subject to the requirements of paragraph 35 hereof. The Debtors shall pay, in accordance with this Interim Order, the reasonable and documented fees and disbursements of the DIP Secured Parties, in each case whether or not such fees or other amounts arose before, on, and after the Petition Date, in accordance with this Interim Order or the DIP Documents.

(b) Upon the entry of this Interim Order, the DIP Borrowers is hereby authorized to borrow, subject to the terms and conditions of the DIP Documents, and the DIP Loan Guarantors are hereby authorized to guarantee borrowings, up to an aggregate principal amount of €349 million of new money DIP Loans under the DIP Facility, of which €264 million shall be available for borrowing upon the entry of this Interim Order (*plus* interest, fees, indemnities, and other expenses and amounts provided for in the DIP Documents), subject to and in accordance with this Interim Order and the DIP Documents, without any further action by the Debtors or any other party.

(c) The DIP Guarantors are hereby authorized and directed to jointly, severally, and unconditionally guarantee, and upon the entry of this Interim Order shall be deemed to have guaranteed, in full, all of the DIP Obligations of the DIP Borrowers. Upon the entry of this Interim Order and the effectiveness of the DIP Credit Agreement in accordance with their terms, all holders

of the DIP Loans shall be deemed to be a party to, and bound by, the applicable DIP Credit Agreement, regardless of whether such holder has executed a signature page thereto (solely with respect to the DIP Credit Agreement).

4. Authorization to Borrow and Use Cash Collateral. To prevent immediate and irreparable harm to the Debtors' estates, subject to the terms, conditions, and limitations on availability set forth in the DIP Documents, the DIP Budget (subject to Permitted Deviations), and this Interim Order, the Debtors are hereby authorized to (a) borrow under the DIP Facility (in the case of the DIP Facility, in an aggregate outstanding principal amount up to the Interim Draw), and (b) use the Cash Collateral for the purposes described in this Interim Order subject to the DIP Budget and the occurrence of the Closing Date. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Interim Order (including with respect to the Carve Out) or the DIP Documents. For the avoidance of doubt, except as otherwise set forth in the DIP Budget (subject to Permitted Deviations), as permitted under this Interim Order or otherwise consented to by the DIP Required Lenders, proceeds of the DIP Facility and/or Cash Collateral may not be used (i) by any non-Debtor entity or (ii) to pay any fees, costs, expenses, and/or any other amounts of any non-Debtor entity.

5. Roll Up of Prepetition 1L Secured Obligations and Prepetition Bridge Refinancing.

(a) Upon the entry of this Interim Order, and subject only to a Challenge pursuant to paragraph 38 below, the Prepetition Bridge Refinancing, the Interim Roll-Up Obligations, and upon entry of the Final Order, the Final Roll-Up Obligations, are approved.

(b) Upon the entry of this Interim Order, the DIP Loan Parties and the Prepetition Bridge Agent shall be authorized and directed to effectuate the Prepetition Bridge Refinancing. Pursuant to the Prepetition Bridge Refinancing, the Prepetition Bridge Obligations shall be indefeasibly paid in full and the DIP Loan Parties shall pay any reimbursement obligations, fees and premiums (including, without limitation, commitment fees, fronting assistance fees, backstop fees or premiums, administrative agency fees, and any other fees payable pursuant to the Prepetition Bridge Loan Documents), costs, expenses and other liabilities, and all other obligations (including indemnities and similar obligations, whether contingent or absolute) due or payable under the Prepetition Bridge Loan Documents.

6. Amendment of the DIP Documents. No provision of this Interim Order, the DIP Credit Agreement, or any other DIP Document may be amended other than by an instrument in writing signed by the Debtors and the DIP Agent (at the direction of the DIP Required Lenders). The DIP Documents (other than the DIP Budget) may from time to time be amended, modified, waived, or supplemented by the parties thereto pursuant to consent rights under the DIP Credit Agreement without further order of the Court if the amendment, modification, waiver, or supplement is non-material and in accordance with the DIP Documents or is necessary to conform the terms of the DIP Documents to this Interim Order. Updates to the DIP Budget approved pursuant to the terms of this Interim Order and the DIP Credit Agreement shall not require any further order or approval of the Court. For the avoidance of doubt, the extension of a Milestone (as defined in the DIP Credit Agreement), modifications to the DIP Budget, or waiver of compliance with covenants in the DIP Documents shall not constitute a material amendment, modification, waiver, or supplement to the DIP Documents. Any amendments to the DIP Documents that are material and adverse to the Debtors or their estates shall be provided to the

U.S. Trustee and counsel to any Committee and shall become effective within three (3) days thereafter absent any objection.

7. DIP Obligations. The DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, respectively (including, for the avoidance of doubt, the Prepetition Bridge Refinancing, and the Interim Roll-Up Obligations), which shall be enforceable against each of the Debtors, their estates, and any successors thereto, including, without limitation, any trustee appointed in these chapter 11 cases or in 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 related to any of the foregoing (collectively, the "Successor Cases"). Upon the entry of this Interim Order, the DIP Obligations, in each case will include all loans and any other indebtedness or obligations, contingent or absolute, matured or unmatured, which may now or from time to time be owed by any of the Debtors to the DIP Agent or any of the DIP Secured Parties under the DIP Documents, as applicable, and under this Interim Order or secured by the DIP Liens, including, without limitation, all principal, accrued and unpaid interest, interest on interest, costs, fees, expenses, and other amounts owing under the DIP Documents. The Debtors shall be jointly and severally liable for the DIP Obligations. No obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligations or DIP Liens) shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under chapter 5 of the Bankruptcy Code, section 724(a) of the Bankruptcy Code, any other provision with respect to avoidance actions under the Bankruptcy Code, or applicable state or foreign law equivalents) or subject to any avoidance, reduction, set-off, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or

otherwise, but other than to the Carve Out or as expressly provided herein, including in the Lien/Claim Priorities Annex), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

8. DIP Collateral. The term "DIP Collateral" means, in each case subject to the Carve Out: (i) all property (whether tangible, intangible, real, personal, or mixed) of the Debtors, including without limitation: all cash, cash equivalents, deposit accounts, securities accounts, accounts receivable, other receivables (including credit card receivables), chattel paper, contract rights, proceeds of real property leases, inventory (wherever located and whether raw, catalyst, or finished), instruments, documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock or equivalents of each of its subsidiaries), hedge agreements, furniture, fixtures, equipment, goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, domestic and foreign stock pledges, all present and future intercompany debt, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds, whether existing on the Petition Date or thereafter acquired that is not subject to valid, perfected, and non-avoidable liens or liens perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code (except for all claims and causes of action arising under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code, or applicable state law or foreign law equivalents ("Avoidance Actions"), but including, (i)(x) upon

entry of the Final Order, the proceeds of property recovered, whether by judgment, settlement, or otherwise from Avoidance Actions ("Avoidance Action Proceeds")), (y) upon entry of this Interim Order, the proceeds of property recovered, whether by judgment, settlement, or otherwise from all claims and causes of action under section 549 of the Bankruptcy Code to recover any postpetition transfer of DIP Collateral (such actions, "Transfer Action Proceeds"), and (z) upon entry of the Final Order, all amounts recovered by the Debtors' estates under section 506(c) of the Bankruptcy Code ((x) through (z), the "Recovery Actions," and the proceeds of property recovered, whether by judgment, settlement, or otherwise from Recovery Actions ("Recovery Action Proceeds")) (the foregoing actions in clause (i), to the extent not already encumbered, (the "Previously Unencumbered Property")), and (ii) all Prepetition Collateral; *provided*, *however*, that DIP Collateral excludes (a) any Excluded Assets, (b) any Receivables to the extent such Receivables have been sold or purported to be sold or are required to be sold, and/or are security assigned, charged or pledged or required to be pledged, security assigned or pledged (or any equivalent foreign law analog) to the Factors pursuant to the Factoring Agreements, (c) [reserved], (d) any bank accounts pledged or charged (or any equivalent foreign law analog) to the Factors pursuant to the Factoring Agreements and any proceeds of the Receivables in such bank accounts, (e) any purchase price and other payments of any of the Factors to Klöckner Pentaplast Europe GmbH & Co. KG ("KP Europe") under the relevant Factoring Agreement, unless and until such payments have been forwarded by KP Europe (or any of its affiliates) to an affiliate; *provided*, however, that, following any forwarding of such purchase price or other payments, such amounts shall remain available to satisfy the suppliers whose products are included in products sold by KP Europe that are the subject of such Receivables, (f) any current and future claims of KP Europe against any of the Factors for the payments described in the preceding item, and (g) any assets underlying the

Receivables once such assets have been shipped to the Participant's customers (the items set forth in the parts (b) through (g) hereof, the "Excluded Factoring Assets"); *provided*, *further*, that DIP Collateral includes (i) any purchase price and other payments of any of the Factors to a Participant (other than KP Europe) under a Factoring Agreement, (ii) any current and future claims of a Participant (other than KP Europe) against any of the Factors for the payments described in the preceding item (i), and (iii) any claims against the Factors for re-assignment of the non-purchased Receivables (and their proceeds) after termination of the Factoring Agreements and satisfaction of all the secured obligations of the Factors, but in respect of the foregoing items (i) to (iii) solely to the extent that (x) the Participants remain entitled to exercise all rights and claims against the Factors, to receive all payments by the Factor and that the Factors remain entitled to exercise all their rights and claims, including set-off, vis-a-vis the relevant Participants and (y) such inclusions in the DIP Collateral are permitted under the Factoring Agreement and applicable non-bankruptcy law (including any foreign law that governs the applicable Factoring Agreement) and do not impair the true sale of the Factoring Program or the assignment, security assignment, pledge or charge (or any equivalent foreign law analog) of Receivables free of third party rights and secondary VAT liability to the Factors under the Factoring Program (as each term in this subsections (b)-(f), (i)-(iii) and (x)-(y) is defined in the Interim Factoring Order); *provided*, *further*, that, upon (1) obligations under the applicable Factoring Agreement having been Paid in Full, (2) the termination of the applicable Factoring Agreement having become effective and (3) all Purchased Receivables (except for those which are subject to any "bad debt case", "bad debt event" or similar or other applicable exceptions set out in the applicable Factoring Agreement) have been collected in full, the Excluded Factoring Assets (other than the proviso of item (e) and item (f) above) in respect of such Factoring Agreement that are the property of the Debtors (which, for the avoidance of any

doubt, shall exclude any Purchased Receivables purchased by the applicable Factor) shall automatically, and with no further action required by any of the DIP Secured Parties or the Prepetition Secured Parties, become DIP Collateral.

9. DIP Liens. As security for the prompt and complete payment and performance of all DIP Obligations (including the Prepetition Bridge Refinancing, the Roll-Up Loans, and the Roll-Up Obligations) when due (whether at stated maturity, by acceleration, or otherwise), effective immediately and automatically upon the entry of this Interim Order (and without the need for any execution, recordation, or filing of any mortgages, deeds of trust, pledge or security agreements, lockbox or control agreements, financing statements, or any other similar documents or instruments, or the possession or control by the DIP Agent of, or over, any assets), pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Agent, for the benefit of itself and the other DIP Secured Parties, is hereby granted, subject and subordinate to the Carve Out and to any Permitted Liens, and with the relative rank and priority set forth on the Lien/Claim Priorities Annex, a valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests in and liens on the DIP Collateral (the "DIP Liens"). To the extent a DIP Lien cannot attach to the DIP Collateral pursuant to applicable law, the DIP Liens granted pursuant to this Interim Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of such DIP Collateral.

10. DIP Lien Priority. The DIP Liens shall have the priorities set forth below and in accordance with the Lien/Claim Priorities Annex. Other than as set forth herein (including with respect to the Carve Out) or expressly permitted under the DIP Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in these chapter 11 cases or any Successor Cases and shall be valid and enforceable against

any trustee appointed in these chapter 11 cases or any Successor Cases, upon the conversion of any of these chapter 11 cases to any Successor Case, and/or upon the dismissal or conversion of any of these chapter 11 cases or Successor Cases. The DIP Liens shall not be subject to any of sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens.

11. DIP Superpriority Claims. Subject and subordinate to the Carve Out and in accordance with the priority set forth herein, effective immediately upon the entry of this Interim Order, the DIP Agent (on behalf of the DIP Secured Parties) is hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed superpriority administrative expense claim against each of the Debtors in each of these chapter 11 cases and any Successor Cases (collectively, the "DIP Superpriority Claims") on account of DIP Obligations with priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of these chapter 11 cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code, any other provision of the Bankruptcy Code, and any other claims against the DIP Loan Parties, including any 507(b) Claims. The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under sections 503(b) and 507(a)(2) of the Bankruptcy Code. The DIP Superpriority Claims shall have recourse against each of the Debtors, on a joint and several basis. Except as set forth in this Interim Order, the Final Order, the DIP Documents or the Interim Factoring Order, and subject in all respects to the Carve

Out and Receivables Superpriority Claims (which shall be *pari passu* with the DIP Superpriority Claims), no other superpriority claims shall be granted or allowed in these chapter 11 cases without the consent of the DIP Required Lenders, and the DIP Superpriority Claims shall not be made subject to or *pari passu* with any claim heretofore or hereinafter granted or created in any of these chapter 11 cases or any Successor Cases without the consent of the DIP Required Lenders, and shall be valid and enforceable against the Debtors (on a joint and several basis), their estates and any successors thereto, including, without limitation, any trustee appointed in any of these chapter 11 cases or any Successor Cases until such time as the DIP Obligations are Paid in Full.[9]

12. No Obligation to Extend Credit. The DIP Lenders shall have no obligations to make any loans under the DIP Documents unless and until (and subject to the occurrence of the Closing Date) all of the conditions precedent to the making of such extension of credit under the DIP Documents, this Interim Order, and/or the Final Order, as applicable, have been satisfied in full or waived by the DIP Required Lenders.

13. Use of DIP Facility Proceeds.

(a) Subject to satisfaction (or waiver) of all applicable conditions precedent under the DIP Documents, the DIP Loans (in an amount not to exceed the Interim Draw in the

[9] "Paid in Full" means the indefeasible repayment in full in cash of all obligations (including principal, interest, fees, prepayment premiums, expenses, indemnities, other than contingent indemnification obligations for which no claim has been asserted, and whether a claim is matured or unmatured) under the applicable credit facility, the cash collateralization or repayment in full in cash of all treasury and cash management obligations, hedging obligations, and bank product obligations, and the cancelation, replacement, backing, or cash collateralization of letters of credit, in each case, in accordance with the terms of the applicable credit facility. No facility shall be deemed to have been Paid in Full until such time as, with respect to the applicable facility, (a) the commitments to lend thereunder have been terminated, (b) with respect to the Challenge Deadline (i) the Challenge Deadline (as defined in paragraph 38 hereof) shall have occurred without the timely and proper commencement of a Challenge or (ii) if a Challenge is timely and properly asserted prior to the Challenge Deadline, upon the final, non-appealable disposition of such Challenge; and (c) with respect to the Prepetition Secured Obligations, the Prepetition Agents or the DIP Agent, as applicable, have received (i) a countersigned payoff letter in form and substance satisfactory to such agent and (ii) releases in form and substance satisfactory to such agent, each in its sole discretion.

aggregate) shall be made available to the Debtors: (i) on the Closing Date, (x) to pay the fees, costs, and expenses incurred in connection with the transactions contemplated hereby, and (y) to fund the Prepetition Bridge Refinancing, and (ii) on and/or after the Closing Date: (A) for the Debtors' (and the Debtors' affiliates and subsidiaries as provided herein) working capital requirements and for general corporate purposes (including to fund the costs, fees, and expenses in connection with administration of these chapter 11 cases) in accordance with the DIP Budget (subject to the Permitted Deviations; *provided* that, without limiting the DIP Agent's ability to declare an Event of Default (as defined in the DIP Credit Agreement) based on the Debtors' breach of Section 7.11 of the DIP Credit Agreement, the DIP Budget will not operate as a cap on professional fees), (B) payment of all reasonable and documented out-of-pocket costs, fees, and expenses required by the DIP Documents, and (C) to fund the Carve Out as provided herein, in the case of each of (i) and (ii) above, in accordance with the terms of the DIP Documents and this Interim Order.

(b) Unless expressly consented to by the DIP Required Lenders, no proceeds of the DIP Loans (including payments from DIP Collateral and the DIP Account) shall be used (i) to make any payment in settlement or satisfaction of any prepetition claim or administrative claim (other than the DIP Obligations as provided herein and in the DIP Credit Agreements), unless in compliance with the DIP Budget (subject to Permitted Deviations); (ii) except as expressly provided or permitted hereunder or under the DIP Credit Agreement (in either case consistent with the DIP Budget subject to the Permitted Deviations), or as otherwise approved in advance in writing (and approved by the Court, if necessary), to make any payment, contribution, loan, or distribution, directly or indirectly (including through an intercompany set-off), to any non-Debtor affiliate; *provided* that, notwithstanding anything else herein or in any First Day Pleadings (as

defined in the DIP Credit Agreement), any consent of the DIP Required Lenders to payments, contributions, loans, or distributions (including through an intercompany set-off) to non-Debtor affiliates shall not be deemed, inferred, or assumed absent express line-item approval of such payment, contribution, loan, distribution, or set-off in the DIP Budget; (iii) except as expressly provided or permitted hereunder, under the DIP Credit Agreement or in the DIP Budget, or as otherwise approved in advance in writing (and approved by the Court, if necessary), to make any payment or distribution to any insider of the Debtors that is outside the ordinary course, and in no event shall any non-ordinary course management, advisory, consulting, or similar fees be paid to or for the benefit of any affiliate that is not a Debtor or that is a holder of any direct or indirect interest in any Debtor; (iv) to make any payment, advance, intercompany advance or transfer, or any other remittance or transfer whatsoever that is not in accordance with the DIP Credit Agreement and the DIP Budget (subject to Permitted Deviations); (v) to make any payment otherwise prohibited by this Interim Order; or (vi) to make any intercompany loans and investments (including to and in foreign subsidiaries) unless expressly permitted by this Interim Order or the other DIP Documents and the DIP Budget (subject to Permitted Deviations) and consented to by the DIP Required Lenders.

(c) Subject to the terms and conditions of this Interim Order and the other DIP Documents, the DIP Borrowers, including the Debtors, are authorized to use proceeds of the DIP Collateral in the amounts and for the expenditures set forth in the DIP Budget (subject to Permitted Deviations).

(d) For the avoidance of doubt, except as otherwise set forth in the DIP Budget (subject to Permitted Deviations) or otherwise consented to by the DIP Required Lenders, proceeds

of the DIP Facility may not be used (i) by any non-Debtor entity or (ii) to pay any fees, costs, expenses, and/or any other amounts of any non-Debtor entity.

14. Payments Free and Clear. Any and all payments or proceeds remitted to the DIP Agent on behalf of themselves and the DIP Secured Parties, to any Prepetition Agents on behalf of themselves or Prepetition Secured Parties, or to any DIP Secured Parties or Prepetition Secured Parties, pursuant to the provisions of this Interim Order or any subsequent order of this Court shall be, subject to paragraph 38 hereof only, received free and clear of any claim, charge, assessment, or other liability.

15. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order, the DIP Budget (subject to the Permitted Deviations), and the DIP Documents, the Debtors are authorized to use Cash Collateral. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Interim Order (including with respect to the Carve Out) and the DIP Documents.

16. Adequate Protection for the Prepetition Secured Parties. The Prepetition Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 364(d) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, to the extent of any Diminution in Value of their interests therein. As adequate protection, the Prepetition Secured Parties are hereby granted the following (the "Adequate Protection Obligations"):

(a) Adequate Protection Liens. Solely to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral: (i) solely to the extent Prepetition Bridge

Obligations remain outstanding, the Prepetition Bridge Loan Agent, for the benefit of the Prepetition Bridge Loan Secured Parties, is hereby granted (effective and automatically perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) valid, perfected replacement and additional security interests in and liens (the "Prepetition Bridge Loan Adequate Protection Liens") on the DIP Collateral; (ii) the Prepetition SFA Collateral Agent, for the benefit of the Prepetition SFA Secured Parties, is hereby granted (effective and automatically perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) valid, perfected replacement and additional security interests in and liens (the "Prepetition SFA Adequate Protection Liens") on the DIP Collateral; (iii) the Prepetition 1L Notes Security Agent, for the benefit of the Prepetition 1L Notes Secured Parties, is hereby granted (effective and automatically perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) valid, perfected replacement and additional security interests in and liens on the DIP Collateral (the "Prepetition 1L Notes Adequate Protection Liens"); and (iv) the Prepetition 2L Notes Security Agent, for the benefit of the Prepetition 2L Notes Secured Parties, is hereby granted (effective and automatically perfected upon the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) valid, perfected replacement and additional security interests in and liens on the DIP Collateral (the "Prepetition 2L Notes Adequate Protection Liens," and together with the Prepetition Bridge Loan Adequate Protection Liens, the Prepetition SFA Adequate Protection Liens, and the Prepetition 1L Notes Adequate Protection Liens, collectively,

the "Adequate Protection Liens"); *provided* that each of the Adequate Protection Liens shall be subject to the Carve Out and shall otherwise have the relative rank and priority set forth on the Lien/Claim Priorities Annex and the Intercreditor Agreement. The Adequate Protection Liens shall not be subject or subordinate to any lien or security interest in the DIP Collateral (i) that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (ii) arising after the Petition Date, except as expressly provided in this Interim Order. The Adequate Protection Liens shall be in addition to all valid and enforceable liens and security interests now existing in favor of the Prepetition Secured Parties and not in substitution therefor.

(b) Section 507(b) Claims. Solely to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral, each Prepetition Agent, for the benefit of the applicable Prepetition Secured Parties, is hereby granted an allowed administrative expense claim as contemplated by section 507(b) of the Bankruptcy Code (each, a "507(b) Claim," and collectively, the "507(b) Claims")[10] against the Debtors and their estates on a joint and several basis, which 507(b) Claims shall have priority over all other claims and administrative claims in these chapter 11 cases, including, without limitation, all claims of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726(b), 1113, and 1114 of the Bankruptcy Code, in each case subject only to the Carve Out and the DIP Superpriority Claims and shall otherwise have the relative rank and priority set forth on the Lien/Claim Priorities Annex and the Intercreditor Agreement.

[10] The 507(b) Claims granted for the benefit of the Prepetition SFA Secured Parties are referred to as the "SFA 507(b) Claims." The 507(b) Claims granted for the benefit of the Prepetition Bridge Secured Parties are referred to as the "Bridge 507(b) Claims." The 507(b) Claims granted for the benefit of the Prepetition 1L Notes Secured Parties are referred to as the "Prepetition 1L Notes 507(b) Claims." The 507(b) Claims granted for the benefit of the Prepetition 2L Notes Secured Parties are referred to as the "Prepetition 2L Notes 507(b) Claims."

(c) Adequate Protection Fees and Expenses. The Debtors shall pay all reasonable and invoiced fees, costs, and expenses (including reasonable and invoiced professional fees and out-of-pocket costs and expenses) (such fees and expenses, the "Adequate Protection Fees and Expenses") of: (i) the Prepetition SFA Security Agent and the Prepetition 1L Notes Security Agent represented by Squire Patton Boggs (US) LLP; (ii) GLAS Trust Company LLC as information and tabulation agent for the Prepetition 1L Notes and Prepetition 2L Notes represented by Baker & McKenzie LLP (the parties in clauses (i) and (ii), the "Prepetition Agents Advisors"); (iii) the ad hoc group of Prepetition 1L Secured Parties represented by Gibson Dunn & Crutcher, LLP and Houlihan Lokey UK Limited and the other Ad Hoc Group Advisors (as defined in the RSA); (iv) the Prepetition Secured Parties represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP; *provided* that, the Adequate Protection Fees and Expenses paid to Paul, Weiss, Rifkind, Wharton & Garrison LLP shall be limited to (x) all fees and expenses of Paul, Weiss, Rifkind, Wharton & Garrison LLP incurred through and on the Petition Date, plus (y) $200,000 for fees and expenses incurred after the Petition Date, it being understood that the limit on payments on account of fees and expenses of Paul, Weiss, Rifkind, Wharton & Garrison LLP set forth herein and the limit on payments on account of fees and expenses of Paul, Weiss, Rifkind, Wharton & Garrison LLP set forth in the RSA shall constitute one cumulative limit and not be incremental to one another; *provided, further* that Paul, Weiss, Rifkind, Wharton & Garrison LLP shall invoice the Debtors for each $50,000 of fees and expenses incurred on a postpetition basis, which invoices shall be shared with the Ad Hoc Group Advisors and contain a reasonable level of non-privileged detail (not including time detail) regarding the tasks performed in connection with such invoiced amounts; and (v) the Prepetition 2L Secured Parties represented by Akin Gump Strauss Hauer & Feld LLP; *provided* that, the Adequate Protection Fees and Expenses paid to Akin

Gump Strauss Hauer & Feld LLP, shall be limited to (a) all fees and expenses incurred through and on the Petition Date, plus (b) $100,000 for fees and expenses incurred after the Petition Date, it being understood that the limit on payments on account of fees and expenses of Akin Gump Strauss Hauer & Feld LLP set forth herein and the limit on payments on account of fees and expenses of Akin Gump Strauss Hauer & Feld LLP set forth in the RSA shall constitute one cumulative limit and not be incremental to one another, in each case in connection with the negotiation, administration, and monitoring of the respective Prepetition Credit Documents and Prepetition Collateral, and in connection with these chapter 11 cases, whether arising prior to, on, or after the Petition Date, in each case subject to the procedures set forth in paragraphs 35(c) and 35(d) hereof.

17. DIP Budget Maintenance.

(a) The Debtors shall, immediately upon receipt of any proceeds of the DIP Facility (including the Interim Draw), deposit such amounts into a segregated escrow account (the "DIP Account") maintained by the DIP Agent, which amounts may only be drawn in accordance with the DIP Credit Agreement, and with all funds held in the DIP Account deemed to be DIP Collateral. Once withdrawn from the DIP Account, the funds shall continue to be DIP Collateral. Funds in the DIP Account will become available to be drawn by and/or shall be disbursed to the Debtors in accordance with the DIP Credit Agreement. The DIP Agent shall be deemed to have "control" over the DIP Account pursuant to this Interim Order and/or pursuant to a control agreement acceptable to the DIP Required Lenders.

(b) The Debtors shall use the proceeds of all borrowings under the DIP Facility and Cash Collateral in accordance with the DIP Budget (subject to the Permitted Deviations; *provided* that, without limiting the DIP Agent's ability to declare an Event of Default (as defined

in the DIP Credit Agreement) based on the Debtors' breach of Section 7.11 of the DIP Credit Agreement, the DIP Budget will not operate as a cap on professional fees). The DIP Budget annexed hereto as **Exhibit 2** shall constitute the initial DIP Budget (the "Initial DIP Budget"), and the Initial DIP Budget is hereby approved.

(c) The "DIP Budget"[11] means the rolling thirteen (13)-week operating cash flow forecast/budget of the Debtors and their non-Debtor affiliates set forth in euros, which, in the first instance, shall be the Initial DIP Budget (which, for the avoidance of doubt, is acceptable to the DIP Required Lenders). On or prior to 5:00 p.m. (Prevailing Eastern Time) on every fourth Friday beginning on the fifth Friday following the Petition Date (the "Budget Date"), the Debtors shall deliver to the DIP Advisors a revised proposed budget in substantially the same form as the Initial DIP Budget (a "Revised Proposed Budget"), and the DIP Advisors shall inform the Debtors no later than four (4) business days after such receipt whether such Revised Proposed Budget has been approved by the DIP Required Lenders. A Revised Proposed Budget that is approved in accordance with this Interim Order and the DIP Credit Agreement shall become the DIP Budget for all purposes herein. All approved DIP Budgets shall be sent by the Debtors to the DIP Agent for posting on the "public side" of the applicable lender data site. In the event a Revised Proposed Budget is not approved, or if the Debtors and the DIP Required Lenders otherwise affirmatively agree, the DIP Budget then in effect shall continue to govern.

(d) An "Approved Variance Report" means each budget variance report in form satisfactory to the DIP Required Lenders and delivered by the Debtors to the DIP Advisors weekly on each Friday beginning with the second Friday following the Petition Date (the "Reporting

[11] Each DIP Budget shall set forth the Budgeted Restructuring Related Amounts, the Budgeted Disbursements, and the Budgeted Receipts, each of which is defined in the DIP Credit Agreement.

Date"), setting forth in detail (i) the aggregate disbursements (the "Actual Disbursements") on a line-by-line and aggregate basis for the week-long period ending on the Friday preceding such applicable Reporting Date (such period, the "Reporting Period"); (ii) the aggregate receipts (collectively, the "Actual Receipts"), on an aggregate basis for the applicable Reporting Period; (iii) a comparison (whether positive or negative, in euros and expressed as a percentage) of (A) the Actual Receipts (and each line item thereof) for the Reporting Period to the Budgeted Receipts (as defined in the DIP Credit Agreement) (and each line item thereof) and (B) the Actual Disbursements (and each line item thereof) for the Reporting Period to the Budgeted Disbursements (as defined in the DIP Credit Agreement) (and each line item thereof), in each case, as set forth in the DIP Budget for the applicable Reporting Period; and (iv) as to each variance contained in the Approved Variance Report, an indication as to whether such variance is temporary or permanent and explanation in reasonable detail for any variance.

(e) Compliance with the Initial DIP Budget and each subsequent DIP Budget shall be tested on each Friday beginning with the fifth Friday following the Petition Date for the cumulative four Reporting Periods (the "Testing Period") against the Approved DIP Budget. The Debtors shall not permit for any Testing Period: (i) the Debtors' and non-Debtor Affiliates' aggregate Actual Disbursements to exceed 115% of the aggregate Budgeted Disbursements as set forth in the applicable Approved DIP Budget with respect to such Testing Period; and (ii) the Debtors' and non-Debtor Affiliates' aggregate Actual Receipts to be less than 85% of the aggregate Budgeted Receipts as set forth in the applicable Approved DIP Budget with respect to such Testing Period (the variances permitted in the immediately preceding clauses (i) and (ii), the "Permitted

Deviations").[12] All spending must be consistent with the disbursements in the DIP Budget (subject to Permitted Deviations); *provided* that intercompany transfers and Professional Persons' fees and expenses shall not be subject to the variance testing set forth in this paragraph, and to the extent such fees and expenses, or intercompany transfers, exceed the applicable fees and expenses, or intercompany transfer amounts, as applicable, set forth in the DIP Budget for the applicable testing period, such excess shall be a "Permitted Budget Variance."

(f) The Debtors shall comply with the liquidity reporting and maintenance covenants and other covenants set forth in Sections 7.11 and 7.12 of the DIP Credit Agreement.

18. DIP Reporting. The Debtors shall timely provide the DIP Advisors, the DIP Agent, and the Prepetition Agents with the following (in each case as may be extended by the DIP Advisors (which may be by email)):

(a) *Reporting*. On each Budget Date, an updated DIP Budget, and on each Reporting Date, an Approved Variance Report, shall be delivered to the DIP Advisors, the DIP Agent, and the Prepetition Agents and posted to the "public side" lender sites maintained by the DIP Agent and Prepetition Agents.

(b) *Management Conference Calls*. On the 20th day of each month (or on another date mutually agreeable to the parties), from and after the Closing Date through the Maturity Date, or otherwise at the reasonable request of the DIP Advisors, the DIP Borrowers shall hold a meeting (at a mutually agreeable time and location or telephonically) with management of the DIP Borrowers and the DIP Advisors, which meeting may include some or all of the DIP

[12] For the avoidance of doubt, all references in this Interim Order and the DIP Documents to "Approved DIP Budget" shall mean the approved DIP Budget as it is subject to the Permitted Deviations.

Lenders (at the discretion of the DIP Advisors) and otherwise be in accordance with the DIP Credit Agreement.

(c) *Monthly Financial Statements*. As soon as available, and in any event within twenty (20) business days after the end of each of month, the consolidated financial statements as currently generated by the Debtors presenting in all material respects the financial condition, results of operations, and cash flows of Kleopatra Finco and its subsidiaries.

19. Intercreditor Agreement. Pursuant to Section 510 of the Bankruptcy Code, the Intercreditor Agreement shall (a) remain in full force and effect, (b) continue to govern the relative priorities, rights, and remedies of the parties thereto (including the relative priorities, rights, and remedies of such parties with respect to remedies, replacement liens, administrative expense claims, and superpriority administrative expense claims or amounts payable in respect thereof), and (c) not be deemed to be amended, altered, or modified by the terms of this Interim Order and the DIP Documents, unless expressly set forth herein or therein.

20. Modification of Automatic Stay. The automatic stay imposed under section 362 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, DIP Superpriority Claims, and 507(b) Claims; (b) permit the Debtors to perform such acts as the DIP Agent, the other DIP Secured Parties, or the Prepetition Agents each 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 Agent, the DIP Secured Parties, and the Prepetition Secured Parties under the Prepetition Credit Documents, the DIP Documents, the DIP Facility, and this Interim Order, as applicable; and

(d) authorize the Debtors to make, and the DIP Agent, the DIP Secured Parties, and the Prepetition Secured Parties to retain and apply, payments in accordance with the terms of this Interim Order.

21. Perfection of DIP Liens and Adequate Protection Liens.

(a) This Interim Order shall be sufficient and conclusive evidence of the priority, perfection, and validity of the DIP Liens, the Adequate Protection Liens, and the other security interests granted herein, effective as of the Petition Date, without any further act and without regard to any other federal, non-U.S., state, or local requirements or law requiring notice, execution, filing, registration, recording, control, or possession of the DIP Collateral, or other act to validate or perfect such security interest or lien, including, without limitation, entering into any control agreements with any financial institution(s) party to a control agreement or other depository account consisting of DIP Collateral or requirement to register liens on any certificates of title (a "Perfection Act") required to validate or perfect (in accordance with applicable law) such liens, or to entitle the DIP Secured Parties and the Prepetition Secured Parties to the liens and priorities granted herein. Notwithstanding the foregoing, if the DIP Agent or any of the Prepetition Agents (in the latter case, solely with respect to such Adequate Protection Liens), as applicable, shall, in its sole discretion, elect for any reason to file, record, or otherwise effectuate any Perfection Act, then such DIP Agent or Prepetition Agent (solely with respect to such Adequate Protection Liens), as applicable, is authorized to perform such act, and may reasonably request the filing or execution of, as each in its reasonable discretion deems necessary, such financing statements, notices of lien, and other similar documents to enable the DIP Agent and any Prepetition Agent to further validate, perfect, preserve, and enforce the applicable DIP Liens or other liens and security interests granted hereunder, perfect in accordance with applicable law or to otherwise evidence the applicable DIP Liens and the applicable Adequate Protection Liens, as

applicable, and all such financing statements, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date, and the Debtors are authorized and directed to use commercially reasonable efforts to perform such acts to the extent necessary or required by the DIP Documents, which act or acts shall be deemed to have been accomplished as of the date and time of the entry of this Interim Order, notwithstanding the date and time actually accomplished, and, in such event, the subject filing or recording office is authorized to accept, file, or record any document in regard to such act in accordance with applicable law. The DIP Agent or any Prepetition Agent (solely with respect to such Adequate Protection Liens), as applicable, may choose to file, record, or present a certified copy of this Interim Order in the same manner as a Perfection Act, which shall be tantamount to a Perfection Act, and, in such event, the subject filing or recording office is authorized to accept, file, or record such certified copy of this Interim Order in accordance with applicable law. Should any of the DIP Agent or the Prepetition Agents (solely with respect to such Adequate Protection Liens), as applicable, so choose and attempt to file, record, or perform a Perfection Act, no defect or failure in connection with such attempt shall in any way limit, waive, or alter the validity, enforceability, attachment, priority, or perfection of the postpetition liens and security interests granted herein by virtue of the entry of this Interim Order.

(b) Upon the request of the DIP Agent (at the direction of the DIP Required Lenders), each applicable Debtor and each Prepetition Agent shall use commercially reasonable efforts to execute, acknowledge, and deliver, or shall cause to be executed, acknowledged, and delivered, all such further agreements, instruments, certificates, or documents that the DIP Agent (at the direction of the DIP Required Lenders), as applicable, shall reasonably request in order to ensure and perfect, as applicable, the priorities, rights, security interests, and remedies of the DIP

Collateral for the benefit of such DIP Agent and the applicable DIP Lenders with respect to the DIP Collateral, including any filings or other action with respect to the perfection of security interests in any jurisdiction outside of the United States and any agreements or acknowledgements in respect of the Intercreditor Agreement. Furthermore, the DIP Agent (at the direction of the DIP Required Lenders) may request the Debtors to enter into non-U.S. security documentation with respect to collateral owned by non-U.S. Debtors or located in non-U.S. jurisdictions, and each Debtor and its respective officers or agents are authorized to execute, file, and record any documents or instruments as the DIP Agent (at the direction of the DIP Required Lenders) may request, and all such documents and instruments shall be deemed to have been filed or recorded at the time and on the date of the entry of this Interim Order.

(c) To the extent that any Prepetition Agent is a secured party under any account control agreement, listed as an additional insured, loss payee under any of the Debtors' insurance policies, or is the secured party under any loan document, financing statement, deed of trust, mortgage, or other instrument or document that may otherwise be required under the law of any jurisdiction to validate, attach, perfect, or prioritize liens (any such instrument or document, a "Security Document"), the Prepetition Agents and the DIP Agent, as applicable, shall also be deemed to be the secured party under each such Security Document, and shall have all the rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received subject to the Carve Out and in accordance with the terms of this Interim Order and/or the Final Order, as applicable, the other DIP Documents, and the Intercreditor Agreement. Each Prepetition Agent shall serve as a gratuitous bailee for the DIP Agent solely for the purposes of perfecting its security interests in and liens on all DIP Collateral that is of a type such that perfection of a security interest therein

(but for the entry of this Interim Order) may be accomplished only by possession or control by a secured party to the extent such Prepetition Agent possesses or controls any such DIP Collateral. For all purposes hereof and notwithstanding anything to the contrary in any Prepetition Credit Document, the DIP Agent shall be the controlling agent for the purposes of any exercise of remedies or any other purposes or actions in respect of the DIP Collateral.

22. Application of Proceeds of DIP Collateral. Subject to the Carve Out and the limitations set forth in the Intercreditor Agreement and this Interim Order, and to the priority rights of any holders of Permitted Liens, proceeds of DIP Collateral shall be applied in accordance with the terms of this Interim Order (including the Lien/Claim Priorities Annex).

(a) All cash from withdrawals from the DIP Account or otherwise on account of DIP Collateral shall be, and in any event shall be deemed to be, pursuant to this Interim Order and notwithstanding anything to the contrary in any Intercreditor Agreement, DIP Collateral for the benefit of the DIP Agent (for the benefit of the DIP Secured Parties).

(b) The Debtors shall not, directly or indirectly, voluntarily purchase, redeem, defease, or prepay any principal of, premium, if any, interest, or other amount payable in respect of any secured funded indebtedness prior to its scheduled maturity, other than the obligations expressly authorized by an order of the Court.

23. Protections of Rights of the DIP Agent and DIP Secured Parties.

(a) *The DIP Secured Parties*. Subject to the Carve Out and the Permitted Liens, unless the DIP Required Lenders and the DIP Agent shall have provided their prior written consent, there shall not be entered in any of these chapter 11 cases or any Successor Cases any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a

security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral and/or that is entitled to administrative priority status, other than the Carve Out or the Receivables Superpriority Claims (as defined in the Interim Factoring Order), in each case that is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, and/or the other DIP Protections provided to the DIP Secured Parties; (ii) the use of Cash Collateral for any purpose that is not permitted in the DIP Documents and this Interim Order; or (iii) any modification of any of the DIP Secured Parties' rights under this Interim Order and the DIP Documents with respect to any DIP Obligations.

(b) The Debtors will (i) reasonably cooperate with, consult with, and provide to the DIP Secured Parties, the DIP Agent, and the DIP Advisors (with copies to the Prepetition Agents), respectively, all such information and documents that any or all of the Debtors are obligated (upon their reasonable request) to provide under the DIP Documents or the provisions of this Interim Order, excluding any information subject to attorney-client, work product, or similar privilege, (ii) upon reasonable advance notice, permit consultants, advisors, and other representatives (including third-party representatives) of the DIP Secured Parties to discuss, and provide advice with respect to, the Debtors' respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, independent public accountants, and other professional advisors (other than legal counsel), and (iii) permit the DIP Secured Parties and their respective consultants, advisors, and other representatives to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, operations, and assets. Notwithstanding anything to the contrary contained herein, the Debtors do not waive any right to attorney-client, work product, or similar privilege, and the Debtors shall not be required to provide the DIP Secured Parties, the Prepetition Agents, or any of

their respective counsel and financial advisors with any information subject to attorney-client privilege or consisting of attorney work product.

24. Credit Bidding. In connection with any sale process authorized by the Court, whether effectuated through section 363, 725, or 1123 of the Bankruptcy Code, (a) the DIP Agent (at the direction of the DIP Required Lenders), for the benefit of the DIP Secured Parties, shall have the right to credit bid the full amount of the DIP Obligations (including any Roll-Up Obligations) in whole or in part, in connection with any sale or disposition of assets in these chapter 11 cases and shall not be prohibited or limited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code, and (b) provided that there has not been a successful Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction, the Prepetition Agents (in accordance with the Intercreditor Agreement), for the benefit of the applicable Prepetition 1L Secured Parties, shall have the right to credit bid the respective Prepetition 1L Secured Obligations, in whole or in part, in connection with any sale or disposition of assets in these chapter 11 cases and shall not be prohibited or limited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code.

25. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these chapter 11 cases or any Successor Cases shall obtain credit or incur debt pursuant to sections 364(b), 364(c), and 364(d) of the Bankruptcy Code in violation of the DIP Documents or this Interim Order at any time, including subsequent to the confirmation of any chapter 11 plan with respect to any or all of the Debtors (if applicable), then all the cash proceeds derived from such credit or debt shall immediately be applied in accordance with this Interim Order, the Intercreditor Agreement, and the DIP Documents.

26. Disposition of DIP Collateral.

(a) Except as otherwise provided for in the DIP Documents or the DIP Budget, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or any Prepetition Collateral (or enter into any binding agreement to do so) without the prior written consent (which may be by email) of the DIP Agent (at the direction of the DIP Required Lenders), and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent, the DIP Secured Parties, respectively, or any order of this Court, until the DIP Obligations are Paid in Full in cash (or with respect to any letters of credit, cash collateralized) and, thereafter, subject to the Intercreditor Agreement, without the prior written consent (which may be by email) of the applicable Prepetition Agents (acting at the direction of the applicable required Prepetition Secured Parties) (and no consent shall be implied from any other action, inaction, or acquiescence by any Prepetition Secured Party or any order of this Court) until the Prepetition 1L Secured Obligations are Paid in Full in cash.

(b) From the Petition Date until the DIP Obligations have been Paid in Full in cash (or with respect to any letters of credit, cash collateralized) or such other treatment with respect to the DIP Obligations solely to the extent expressly consented to in a writing delivered prior thereto by the DIP Required Lenders (which may be by email), all cash receipts, Cash Collateral, and all proceeds from the sale, lease, transfer, encumbrance, or other disposition of, or other revenue of any kind attributable to, any DIP Collateral or Prepetition Collateral that is now in, or shall hereafter come into, the possession or control of any of the Debtors, or to which any of the Debtors is now or shall hereafter become entitled shall, to the extent provided in this Interim Order, be subject to the DIP Liens and Adequate Protection Liens, respectively (and shall be treated in accordance with this Interim Order, including the Lien/Claim Priorities Annex, the DIP

Documents, and the Intercreditor Agreement). Thereafter, all proceeds from the sale, transfer, lease, encumbrance, or other disposition of any DIP Collateral shall be remitted in accordance with the Intercreditor Agreement.

27. Maintenance of DIP Collateral and Prepetition Collateral; Cash Management. Unless (a) the Debtors have the consent of the DIP Agent (at the direction of DIP Required Lenders), or (b) the DIP Secured Parties' obligations to extend credit under the DIP Documents, as provided therein, has been terminated, the Debtors shall (i) insure the Prepetition Collateral and the DIP Collateral as required under the DIP Documents and the Prepetition Credit Documents, and (ii) maintain the cash management system in effect as of the Petition Date, as modified by this Interim Order or other order of the Court, or as otherwise agreed to by the DIP Agent (at the direction of the DIP Required Lenders). The Debtors shall not open any new deposit or securities account that is not subject to the liens and security interests of each of the DIP Secured Parties, and any such accounts shall be subject to the lien priorities and other provisions set forth in this Interim Order, in each case, without the written consent (email being sufficient) of the DIP Required Lenders. To the extent that any of the Prepetition Secured Parties are listed as additional insured and/or loss payee under the DIP Secured Parties' insurance policies, upon the entry of this Interim Order and to the fullest extent provided by applicable law, the DIP Agent shall be, and shall be deemed to be, without any further action or notice, named as an additional insured and loss payee on each insurance policy maintained by the DIP Loan Parties that covers the DIP Collateral, and the DIP Agent shall distribute any proceeds recovered or received in respect of any such insurance policies, subject to the Carve Out, in accordance with the terms DIP Documents and this Interim Order (including the Lien/Claim Priorities Annex), and subject to the terms and conditions of the Intercreditor Agreement.

28. DIP Facility Termination Events. The occurrence of any of the following, unless waived or extended (as applicable) in writing by the DIP Required Lenders, which may be by email from counsel, shall constitute a "DIP Termination Event" under this Interim Order (each a "DIP Termination Event," and the date upon which the earliest such DIP Termination Event occurs, the "DIP Termination Date"):

(a) the occurrence of the Maturity Date (as defined in the DIP Credit Agreement);

(b) the Debtors' board of directors approves a restructuring transaction or the Debtors file or support the filing of a plan with the Court that does not have the support or consent of the DIP Required Lenders or is otherwise inconsistent with the RSA in any material respect;

(c) failure by the DIP Loan Parties to comply with any of the Milestones (as defined in the DIP Credit Agreement) to the extent such Milestones remain in force; and

(d) the occurrence of any Event of Default (under and as defined in the DIP Credit Agreement) (subject to any applicable notice or grace periods specified in this Interim Order or the DIP Credit Agreement).

29. DIP Facility Termination.

(a) The DIP Agent (at the direction of the DIP Required Lenders) shall promptly provide notice to counsel to the DIP Lenders, counsel to the Committee, if any, and counsel to the Debtors of the occurrence of any DIP Termination Event. Subject to the obligations with respect to the Carve Out and subject to paragraph 29(b) and paragraph 46(b) hereof, upon the occurrence and during the continuation of a DIP Termination Event and following the giving of not less than five (5) business days' advance written notice by counsel for the applicable DIP Agent, which may be by email (such period, the "Notice Period," and such notice,

the "Enforcement Notice"), to counsel to the Debtors, the U.S. Trustee, and counsel to the Committee, if any, (i) the DIP Agent, acting at the direction of the DIP Required Lenders (as set forth in the applicable DIP Documents) may exercise any rights and remedies against the DIP Collateral available to them under this Interim Order, the DIP Documents and applicable non-bankruptcy law, and the DIP Secured Parties may exercise such rights available to them under the DIP Documents or this Interim Order; (ii) the Prepetition 1L Secured Parties may exercise any rights and remedies to satisfy the Prepetition 1L Secured Obligations and Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, the Permitted Liens (if any), and consistent with the Prepetition Credit Documents, including the Intercreditor Agreement, and the relative rights and priorities as set forth on the Lien/Claim Priorities Annex, including, without limitation, to charge interest at the default rate under the applicable facility; and (iii) the commitment of each DIP Lender to make DIP Loans will be terminated to the extent any such commitment remains under the DIP Facility. The automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically modified with respect to the DIP Secured Parties and the Prepetition 1L Secured Parties at the end of the Notice Period, without further notice or order of the Court unless the Court has determined that a DIP Termination Event has not occurred and/or is not continuing and/or the Court orders otherwise.

(b) Upon delivery of an Enforcement Notice, the Debtors may request a hearing, and each of the DIP Secured Parties, the Prepetition 1L Secured Parties, the Debtors, and the Committee (if any), as applicable, consent to a hearing on an expedited basis, to consider (i) whether a DIP Termination Event has occurred and (ii) any appropriate relief (including, without limitation, the Debtors' non-consensual use of Cash Collateral); *provided* that if a request for such hearing is made prior to the end of the Notice Period, then the Notice Period shall be

continued until the Court hears and rules with respect thereto. During the Notice Period, notwithstanding anything to the contrary set forth in paragraph 29(a) hereof, (i) the DIP Secured Parties may not exercise any rights or remedies to satisfy the DIP Obligations, including any rights and remedies against the DIP Collateral or any of the rights set forth in paragraph 29(a) hereof, (ii) the Prepetition 1L Secured Parties may not exercise any rights or remedies to satisfy the Prepetition 1L Secured Obligations and the Adequate Protection Obligations, including any rights or remedies against the Prepetition Collateral or any of the rights set forth in paragraph 29(a) hereof, and (iii) the Debtors shall continue to have the right to use the proceeds of the DIP Facility (the "DIP Proceeds") and the Cash Collateral solely to fund the Carve Out and expenses critically necessary to preserve the value of the Debtors' business and the DIP Collateral, which expenses shall be incurred in accordance with the terms of this Interim Order and the DIP Budget. At the end of the Notice Period, unless the Court has entered an order to the contrary or otherwise fashioned an appropriate remedy, the Debtors' right to use the DIP Proceeds and the Cash Collateral shall immediately cease, unless otherwise provided herein, and the Prepetition 1L Secured Parties, the DIP Agent and the DIP Lenders shall have the rights set forth in the paragraph immediately above, without the necessity of seeking relief from the automatic stay.

(c) Notwithstanding the foregoing, and irrespective of the Notice Period, but except solely as otherwise expressly provided with respect to the Carve Out, the DIP Lenders shall not be obligated to provide any DIP Loans, withdrawal from the DIP Account, or advances at any time a Default (as defined in the applicable DIP Credit Agreements) or Event of Default has occurred and is continuing or after a DIP Termination Event.

30. Carve Out.

(a) As used in this Interim Order, 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 U.S. 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 (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 Committee (if any) 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 delivery by the DIP Agent of a Carve Out Trigger Notice (as defined herein), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $4,000,000 incurred after the first business day following delivery by the DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Agent, acting at the direction of the DIP Required Lenders, to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Credit Agreement), and acceleration of the DIP Obligations under

the DIP Facility or termination of the Debtors' right to use Cash Collateral, as applicable, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) Delivery of Weekly Fee Statements. Not later than 7:00 p.m. New York time on the third business day of each week starting with the first full calendar week following the Petition Date, 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 below), 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 (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered promptly to the DIP Agent). If any Professional Person fails to deliver a Weekly Statement within three (3) calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Pre-Carve Out Trigger Notice Reserve (as defined below) 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 DIP Budget for such period for such Professional Person.

(c) Carve Out Reserves.

(i) Commencing with the week ended November 7, 2025, and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and, to the extent insufficient, any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of (a) the greater of (i) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statements delivered on the immediately prior Wednesday to the Debtors and the DIP Agent, and (ii) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the DIP Budget during such week, *plus* (b) the Post-Carve Out Trigger Notice Cap, *plus* (c) an amount equal to the amount of Allowed Professional Fees set forth in the DIP Budget for the two weeks occurring after the most recent Calculation Date. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "Funded Reserve Account") to pay such Allowed Professional Fees (the "Funded Reserves") prior to any and all other claims, and all payments of Allowed Professional Fees incurred prior to the Termination Declaration Date shall be paid first from such Funded Reserve Account.

(ii) On the day on which a Carve Out Trigger Notice is given by the DIP Agent to the Debtors with a copy to counsel to the Committee (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to, and the Debtors shall utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and, to the extent the foregoing is insufficient, any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such

amounts in a segregated account maintained by the Debtors in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date, including cash in the Funded Reserve Account, 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 Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims.

(d) Application of Carve Out Reserves.

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until indefeasibly paid in full. If the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, all remaining funds shall be distributed first to the DIP Agent on account of the DIP Obligations until indefeasibly paid in full, and thereafter to the Prepetition 1L Secured Parties in accordance with their rights and priorities as of the Petition Date and as otherwise set forth in this Interim Order.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve 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 Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in which case any such excess shall be paid to the Prepetition 1L Secured Parties in accordance with their rights and priorities as of the Petition Date.

(iii) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in paragraph 30(c), then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively (subject to the limits contained in the Post-Carve Out Trigger Notice Cap), shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in paragraph 30(c), prior to making any payments to the DIP Agent or the Prepetition 1L Secured Parties, as applicable.

(iv) Notwithstanding anything to the contrary in the DIP Documents, the Prepetition Credit Documents, or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agent, and the Prepetition 1L Secured Parties 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 Reserves have been fully funded, but shall have a first-lien and automatically perfected security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent for application in accordance with the DIP Documents.

(v) Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute DIP Loans or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out

Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out with respect to any shortfall (as described below), and (iii) in no way shall the Initial DIP Budget, any subsequent DIP Budget, Carve Out, Post-Carve Out Trigger Notice Cap or Carve Out Reserves, 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. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Carve Out shall be senior to all liens and claims securing the DIP Obligations, the Adequate Protection Liens, the Prepetition Secured Obligations, the DIP Superpriority Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations and the Prepetition Secured Obligations.

(e) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. 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.

(f) No Direct Obligation To Pay Allowed Professional Fees. None of the DIP Agent, the DIP Lenders, the Pre-Petition Agent, or the Pre-Petition Lenders 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 Agent, the DIP Lenders, the Pre-Petition Agent, or the Pre-Petition Lenders 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.

(g) Payment of Allowed Professional Fees on or After the Termination Declaration Date. So long as the Carve Out Reserves have been fully funded, following delivery

of the Carve Out Trigger Notice, all Allowed Professional Fees shall be paid from the applicable Carve Out Reserve, and no Professional Person shall seek payment of any Allowed Professional Fees from any other source until the applicable Carve Out Reserve has been exhausted. 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.

31. Reservation of Rights. Nothing in this Interim Order shall be construed as a waiver of any right of the DIP Secured Parties and the Prepetition Secured Parties with respect to any fee statement, interim application, or monthly application issued or filed by the Professional Persons. Notwithstanding anything to the contrary herein or in the DIP Documents, (a) in no event shall any DIP Lender be required to fund any amounts in excess of its DIP Commitment, and (b) the payment of any Allowed Professional Fees pursuant to the Carve Out shall not (i) reduce any Debtor's obligations owed to the DIP Agent, any DIP Lenders, the DIP Secured Parties, the Prepetition Agents, and the Prepetition Secured Parties (whether under this Interim Order or otherwise) or (ii) modify, alter, or otherwise affect any of the liens and security interests of such parties (whether granted under this Interim Order or otherwise) in the Prepetition Collateral or the DIP Collateral (or their claims against the Debtors).

32. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve Out. No DIP Proceeds, the DIP Collateral, the Prepetition Collateral, the Carve Out, or any Cash Collateral may be used by the DIP Loan Parties or any other party-in-interest, or their representatives, to (or support any other party to) (a) investigate, analyze, commence, prosecute,

threaten, litigate, object to, contest, or challenge in any manner or raise any defenses to the debt, collateral position, liens, or claims of the DIP Agent, any of the DIP Secured Parties, or any of the Prepetition Secured Parties, whether by (i) challenging the validity, extent, amount, perfection, priority, or enforceability of the DIP Obligations, or the Prepetition Obligations, (ii) challenging the validity, extent, perfection, priority, or enforceability of the DIP Liens, the Prepetition Liens, or any mortgage, security interest, or lien with respect thereto, or any other rights or interests or replacement liens with respect thereto or any other rights or interests of any of the DIP Agent, the DIP Secured Parties, any Prepetition Agent, or the Prepetition Secured Parties, (iii) seeking to subordinate (other than to the Carve Out or as expressly set forth in this Interim Order) or recharacterize the DIP Obligations, or any of the Prepetition Secured Obligations, or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien or payment thereunder, or (iv) asserting any claims or causes of action, including, without limitation, any Avoidance Actions, against the DIP Agent, any of the other DIP Secured Parties, any Prepetition Agent, or any of the other Prepetition Secured Parties, or any of their respective Representatives; (b) prevent, hinder, or otherwise delay the DIP Agent's, any of the other DIP Secured Parties', or any of the Prepetition Secured Parties' assertion, enforcement, or realization on the DIP Collateral or the Prepetition Collateral in accordance with this Interim Order and the DIP Documents, or the Prepetition Credit Documents, or the exercise of rights by the DIP Agent or any Prepetition Agents, as applicable, once a DIP Termination Event, an Event of Default, or DIP Termination Event has occurred and is continuing; (c) seek to modify the rights granted to the DIP Agent, any of the other DIP Secured Parties, or any of the Prepetition Secured Parties under the DIP Documents or the Prepetition Credit Documents, respectively, in each case without such parties' prior written consent, which may be given or withheld by such party in the exercise of its respective sole

discretion; or (d) pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an order of the Court (which order may be this Interim Order or the Final Order) and (ii) permitted by the DIP Documents; *provided* that prior to the Challenge Deadline (as defined below), an investigation budget of no more than $50,000.00 (the "Investigation Budget") of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, and the proceeds thereof used to fund the Carve Out, may be used by the Committee (if appointed) to investigate, but not to prepare, initiate, litigate, prosecute, object to, or otherwise pursue a Challenge (as defined below), the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Secured Parties solely concerning the validity, priority, perfection, enforceability, or extent of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Secured Obligations.

33. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter modified, amended, waived, or vacated by a subsequent order of this Court or any other court of competent jurisdiction, each of the DIP Agent, the other DIP Secured Parties, and the respective Prepetition Secured Parties is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment, waiver, or vacatur shall not affect the validity and enforceability of any advances previously made, including advances made or deemed made hereunder, or any lien, claim, priority, the Roll-Up Obligations, the Prepetition Bridge Refinancing, or other DIP Protections, 507(b) Claims, or Adequate Protection Liens authorized or created hereby, unless

such authorization and the incurrence of such debt, or the granting of such priority or lien, is stayed pending appeal. Any liens, claims or DIP Protections, 507(b) Claims, or Adequate Protection Liens granted to the DIP Secured Parties and Prepetition Secured Parties, respectively, hereunder arising prior to the effective date of any such reversal, modification, amendment, or vacatur of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including, without limitation, entitlement to all rights, remedies, privileges, and benefits granted herein; *provided* that this Interim Order was not stayed by court order after due notice had been given to the DIP Agent and each of the Prepetition Agents at the time the advances were made or the liens, claims, priorities, or DIP Protections, 507(b) Claims, or Adequate Protection Liens were authorized and/or created.

34. Section 507(b) Reservation. Subject only to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during these chapter 11 cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties, that the adequate protection granted herein does in fact adequately protect any of the Prepetition Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral).

35. DIP Interest, Fees, Costs, Indemnities, and Expenses.

(a) The DIP Obligations shall bear interest and incur fees at the respective rates, and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of, this Interim Order and the applicable DIP Documents, in each case without further notice, motion, or application to, order of, or hearing before, this Court. The Debtors shall pay all

reasonable and invoiced fees, costs, indemnities, expenses (including reasonable and invoiced legal and other professional fees and expenses) (such fees and expenses, the "DIP Fees and Expenses") of the DIP Secured Parties and respective DIP Advisors (as defined below) and other charges payable under the terms of the DIP Documents to the DIP Secured Parties as and when due thereunder, including, without limitation, (i) all fees and other amounts owed to the DIP Agent and the DIP Lenders, (ii) the Commitment Premium, (iii) the Backstop Premium, and (iv) the SteerCo Premium. All such fees, costs, indemnities, expenses, and disbursements, whether incurred, paid, or required to be paid prepetition or postpetition, and whether or not budgeted in the DIP Budget, contingent, unmatured, or otherwise then-due, are hereby affirmed, ratified, authorized, and payable (and any funds held by the DIP Agent and the DIP Secured Parties, and their respective professionals as of the Petition Date for payment of such fees, costs, indemnities, expenses, and disbursements may be applied for payment) as contemplated in this Interim Order and the DIP Documents, and, subject to the provisions of this paragraph 35 with respect to the fees and expenses of the respective DIP Advisors shall be non-refundable and not subject to challenge in any respect and shall be payable without need to obtain further Court approval. The entry of this Interim Order shall constitute final approval of each of the DIP Fees and Expenses, the Roll-Up Loans, the Roll-Up Obligations, and the Prepetition Bridge Refinancing.

(b) The Debtors shall, and are authorized and directed to, pay in full in cash and in immediately available funds the reasonable and invoiced fees, costs, expenses, and charges of the DIP Lenders and the DIP Agent, including, without limitation, (i) the reasonable and documented fees, expenses, and disbursements incurred by (A) Gibson Dunn & Crutcher, LLP, as legal counsel to certain of the DIP Lenders, (B) Houlihan Lokey UK Limited, as investment banker to the DIP Lenders, (C) Hengeler Mueller Partnerschaft von Rechtsanwälten mbB, as German

legal counsel to the DIP Lenders, (D) Arendt & Medernach SA as Luxembourg legal counsel to the DIP Lenders, (E) Chiomenti, as Italian legal counsel to the DIP Lenders, (F) Bean, Kinney & Korman P.C., as Virginia Real Estate counsel to the DIP Lenders, (G) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as legal counsel to certain of the DIP Lenders (subject to paragraph 16(c)(iv) hereof), (H) Akin Gump Strauss Hauer & Feld LLP, as legal counsel to certain of the DIP Lenders (subject to paragraph 16(c)(v) hereof), and (I) any other professionals or advisors retained by the DIP Lenders, in each case for this clause (I), with the consent of the Debtors, not to be unreasonably withheld ((A) through (I), collectively, the "DIP Lender Advisors") and (ii) the reasonable and documented fees, expenses, and disbursements incurred by ArentFox Schiff LLP, as counsel to the DIP Agent (the "DIP Agent Advisor," and together with the DIP Lender Advisors, the "DIP Advisors"), including, in each case, any unpaid reasonable and invoiced fees, costs, and expenses accrued prior to or after the Petition Date, within ten (10) days after the presentment of any such invoices to the Debtors, but subject to this paragraph 35 with respect to any postpetition reimbursement for postpetition professional fees. None of the foregoing fees, expenses, and disbursements shall be subject to separate approval by this Court or require compliance with the U.S. Trustee Guidelines, and no attorney or advisor to any of the DIP Agent, the other DIP Secured Parties, or Prepetition Secured Parties, or any recipient of any such payment, shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments.

(c) Any time that a DIP Advisor or any Prepetition Agents Advisor seeks payment of postpetition fees and expenses from the Debtors, such professional shall deliver an invoice in summary form (which shall not be required to include time entry detail and 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); *provided* that the Debtors reserve their rights to request additional detail regarding the services rendered and expenses incurred by such professionals (subject to redaction for privilege); *provided*, *further*, that notwithstanding the foregoing, the out-of-pocket expenses (including, without limitation, all attorneys' and other professionals' fees and expenses) incurred by the DIP Secured Parties, the DIP Advisors, or by any Prepetition Agents or any Prepetition Agents Advisors respectively, prior to and unpaid as of the Closing Date shall be paid indefeasibly upon the occurrence of the Closing Date without the DIP Agents, the DIP Secured Parties, DIP Advisors, and any Prepetition Agents and Prepetition Agents Advisors being required to deliver an invoice in summary form as set forth herein (other than to the Debtors).

(d) If no written objection (such objection to be limited to the issue of the reasonableness of such fees and expenses) is received by 12:00 p.m., prevailing Eastern Time, on the date that is ten (10) days after delivery (which may be by electronic mail) of such invoice to the Debtors, the U.S. Trustee, and any Committee, the Debtors shall promptly pay such fees and expenses in full. If an objection to a professional's invoice is timely received, the Debtors shall promptly pay in full 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. The DIP Secured Parties, the DIP Advisors, the Prepetition Agents, and Prepetition Agents Advisors shall not be required to file applications or motions with, or obtain approval of, the Court for the payment of any of their fees or out-of-pocket expenses (other than with respect to disputed amounts). Any and all fees, commissions, costs, and expenses paid prior to the Petition

Date by any Debtor to the DIP Agent, the DIP Secured Parties, any Prepetition Agents, or the Prepetition Secured Parties, respectively, in connection with or with respect to the DIP Facility, the DIP Documents, or the Prepetition Credit Documents, are hereby approved in full and non-refundable and shall not otherwise be subject to any Challenge.

(e) In consideration for the DIP Facility and the consent to the use of Cash Collateral in accordance with the terms of this Interim Order, which would not have been provided other than in accordance with the terms hereof, effective as of the date of the entry of this Interim Order, and without limiting any of the foregoing or any other provision of this Interim Order, each of the Fees (as defined in the DIP Credit Agreement) specified in Section 2.09 of the DIP Credit Agreement are, in each case, upon the entry of this Interim Order and irrespective of any subsequent order approving or denying the DIP Facility or any other financing pursuant to section 364 of the Bankruptcy Code, fully entitled to all protections of section 364(e) of the Bankruptcy Code and are deemed fully authorized, earned, non-refundable, irrevocable, and non-avoidable as of the date of this Interim Order. Such fees shall be part of the DIP Obligations.

36. Indemnification. The DIP Secured Parties and the Prepetition Secured Parties (the "Indemnified Parties"), respectively, have acted in good faith and without negligence, misconduct, 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 requisite approvals of the DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, respectively, any challenges or objections to the DIP Facility or the use of Cash Collateral, the DIP Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the Prepetition Secured Parties and the DIP

Secured Parties shall be and hereby are indemnified (as applicable) as provided in the Prepetition Credit Documents and the DIP Documents, as applicable; *provided, however*, that no Indemnified Parties shall be indemnified for any losses, claims, damages, liabilities or related expenses to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Parties. The Debtors agree that no exception or defense in contract, law, or equity exists as of the date of this Interim Order to any obligation set forth, as the case may be, of this Interim Order, the DIP Documents, or the Prepetition Credit Documents to indemnify and/or hold harmless the DIP Agent, any other DIP Secured Party, the Prepetition Agents, or any Prepetition Secured Party, as the case may be, and any such defenses are hereby waived.

37. Proofs of Claim. The DIP Secured Parties and the Prepetition Secured Parties will not be required to file proofs of claim in any of these chapter 11 cases or Successor Cases for any claim allowed herein, including any claims arising under the DIP Documents or the Prepetition Credit Documents. Upon approval of this Interim Order, the DIP Secured Parties and the Prepetition Secured Parties shall be treated under section 502(a) of the Bankruptcy Code as if they filed a proof of claim in the full amount of all DIP Obligations and Prepetition Secured Obligations. However, in order to facilitate the processing of claims, to ease the burden upon the Court and to reduce any unnecessary expense to the Debtors' estates, each Prepetition Agent and the DIP Agent is authorized (but not directed), in their sole discretion, to file in the Debtors' lead chapter 11 case *In re Kleopatra Finco S.à r.l.*, Case No. 25-90642 a master proof of claim on behalf of their respective Prepetition Secured Parties or DIP Secured Parties, as applicable, on account of any and all of their respective claims arising under their Prepetition Credit Documents or DIP Credit Agreement and hereunder (as applicable) (each, a "Master Proof of Claim") against

each of the applicable Debtors. Upon the filing of any such Master Proof of Claim, each Prepetition Agent or DIP Agent shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims of any type or nature whatsoever with respect to the applicable Prepetition Credit Documents or DIP Credit Agreement, and the claim of each applicable Prepetition Secured Party or DIP Secured Party (and each of its successors and assigns) named in a Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of these chapter 11 cases of the applicable Debtors. The Master Proofs of Claim shall not be required to attach any instruments, agreements, or other documents evidencing the obligations owed by the Debtors to the applicable Prepetition Secured Parties or DIP Secured Parties. Any proof of claim filed by any Prepetition Agent or the DIP Agent 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 Prepetition Secured Parties or the DIP Secured Parties. Any order entered by the Court in relation to the establishment of a bar date for any claim (including, without limitation, administrative claims) in any of these chapter 11 cases or any Successor Cases shall not apply to (i) the DIP Secured Parties or (ii) the Prepetition Secured Parties with respect to the Prepetition Secured Obligations or any claims arising under the Prepetition Credit Documents.

38. Effect of Stipulations on Third Parties.

(a) *Generally*. The Debtors' Stipulations and all other admissions, agreements, and releases contained in this Interim Order, including the releases set forth in paragraph 43 (the "Releases"), the Prepetition Bridge Refinancing and the Roll-Up Obligations, are and shall be irrevocably binding on the Debtors and any and all of the Debtors' successors-in-interest and assigns in all circumstances and for all purposes upon the entry of this Interim Order. The Debtors' Stipulations and all other admissions, agreements, and releases contained in this Interim Order,

including the Releases, the Prepetition Bridge Refinancing, and the Roll-Up Obligations, shall also be binding on all creditors and other parties-in-interest and all of their respective successors and assigns, including, without limitation, any statutory or non-statutory committees appointed or formed in these chapter 11 cases, including the Committee (if appointed) and any other person or entity acting or seeking to act on behalf of the Debtors' estates in all circumstances and for all purposes, unless, and solely to the extent (i) the Committee or a party-in-interest with the requisite standing (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the Challenge Deadline and subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to commence such proceeding) has timely commenced an appropriate proceeding or contested matter as required under the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this Interim Order, including this paragraph 38) by the Challenge Deadline challenging any of the Debtors' Stipulations, the Releases, or the Roll-Up Obligations, with respect to the Prepetition Secured Obligations (each such proceeding or contested matter, a "Challenge") and (ii) there is entered a final non-appealable order sustaining such Challenge in favor of the plaintiff in any such Challenge timely and properly filed by the Challenge Deadline; *provided* that any pleadings filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge (and any Challenges not so specified prior to the Challenge Deadline shall be deemed forever waived, released, and barred). The Court may fashion any appropriate remedy following a successful Challenge.

(b) If no such Challenge is timely and properly filed by a party-in-interest with the requisite standing and authority as contemplated herein prior to the Challenge Deadline or the

Court does not rule in favor of the plaintiff in any such proceeding resulting from a timely-filed Challenge, then (i) the Debtors' Stipulations and the Releases shall remain binding and preclusive (as provided in paragraph 38(a) hereof) on the Committee (if appointed) and on any other person or entity and the Debtors; (ii) the obligations of the Debtors under the Prepetition Credit Documents, including the Prepetition Secured Obligations and the Roll-Up Obligations, shall constitute allowed claims not subject to defense, claim, counterclaim, recharacterization, subordination, recoupment, offset, or avoidance, for all purposes in these chapter 11 cases; (iii) the Prepetition Liens on the Prepetition Collateral (including Roll-Up Obligations) shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected security interests and liens not subject to recharacterization, subordination, avoidance, or other defense; and (iv) the Prepetition Secured Obligations and the Prepetition Liens on the Prepetition Collateral (including the Roll-Up Obligations) shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in these chapter 11 cases or any party-in-interest acting or seeking to act on behalf of the Debtors' estates, and any defenses, claims, causes of action, counterclaims, and offsets by any statutory or non-statutory committees appointed or formed in these chapter 11 cases or any other party acting or seeking to act on behalf of the Debtors' estates (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 or their respective representatives arising out of or relating to any of the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Bridge Refinancing, the Roll-Up Obligations, the Prepetition Liens, or the Prepetition Collateral, as applicable, and all such claims and rights to so challenge shall be deemed forever waived, released, and barred, in each case except to the extent that such Debtors'

stipulations, admissions, agreements, and releases contained in this Interim Order, including the Releases set forth in paragraph 43, were expressly and successfully challenged by such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction.

(c) If any such Challenge is timely and properly filed prior to the Challenge Deadline by any statutory or nonstatutory committee appointed or formed in these chapter 11 cases or any other person or entity, in each case, with requisite standing and authority, (i) any claim or action that is not brought shall forever be barred, and (ii) the Debtors' Stipulations, including the Releases, shall nonetheless remain binding and preclusive on each statutory or non-statutory committee appointed or formed in these chapter 11 cases 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.

(d) The "Challenge Deadline" shall mean the earlier of (i) the date of confirmation of a plan of reorganization, and (ii) (A) as to the Committee, sixty (60) calendar days from the date of the formation of the Committee (if appointed) and (B) as to any other party-in-interest, sixty (60) calendar days following the entry of this Interim Order. The Challenge Deadline may be extended in writing prior to the expiration of the Challenge Deadline (which writing may be in the form of email by counsel) from time to time in the sole discretion of the DIP Agent (at the direction of the DIP Required Lenders) or the applicable Prepetition Agents (at the direction of holders of a majority of the applicable Prepetition Secured Obligations) with respect to any Challenge to the applicable Prepetition Secured Obligations or Prepetition Liens. If these chapter 11 cases are converted to chapter 7, or a chapter 7 or chapter 11 trustee is appointed or elected prior to the expiration of the Challenge Deadline, the Challenge Deadline shall be extended

for a period of 60 days from the date of such appointment or election solely with respect to any such trustee.

(e) Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Committee (if appointed) or any statutory or non-statutory committees appointed or formed in these chapter 11 cases, 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 Debtors' stipulations, admissions, agreements, and other releases contained in this Interim Order with respect to the DIP Secured Parties and the Prepetition Secured Parties, including the Releases set forth in paragraph 43, and all rights to object or to oppose such standing or any Challenge in any manner are expressly reserved.

(f) For the avoidance of doubt, notwithstanding anything to the contrary in this Interim Order, upon the entry of this Interim Order, (i) the Challenge Deadline shall automatically be deemed to have lapsed as to the Debtors with respect to the Debtors' Stipulations, including the Releases, (ii) such stipulations, admissions, agreements, and other releases shall be binding upon the Debtors, and (iii) any Challenges by the Debtors with respect to the Prepetition Secured Parties (including on account of the Roll-Up Obligations), including with respect to the Releases as to the Prepetition Secured Parties, shall be deemed forever waived, released, and barred.

(g) Any successor to the Debtors (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors or any other estate representative appointed in these chapter 11 cases or any Successor Cases) shall be bound by the terms of this Interim Order and the Final Order to the same extent as the Debtors, including with respect to the Releases.

39. 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.

40. Section 506(c) Claims. No costs or expenses of administration that have been or may be incurred in these chapter 11 cases at any time shall be charged against the DIP Agent, the DIP Secured Parties, the DIP Collateral, and, upon entry of the Final Order, the Prepetition Agents, the Prepetition Secured Parties, and the Prepetition Collateral, pursuant to section 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Agent (at the direction of the DIP Required Lenders), and the applicable Prepetition Agent (at the direction of holders of a majority of the applicable Prepetition Secured Obligations), as may be applicable, and no such consent shall be implied from any action, inaction, or acquiescence by any party.

41. [Reserved.]

42. Section 552(b). Without prejudice to any provisions of the Final Order, the DIP Secured Parties and, upon entry of the Final Order, the Prepetition Secured Parties, shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception thereunder shall not apply to any of the DIP Secured Parties or the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits of any of the DIP Collateral and DIP Obligations, and Prepetition Collateral and Prepetition Secured Obligations, as applicable.

43. Releases. Subject to the Challenge Deadline, and in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each of the Debtors and each of their estates, on its own behalf and on behalf of its and their respective predecessors, successors,

heirs, and past, present, and future subsidiaries and assigns (collectively, the "Releasing Parties"), without prejudice to the rights of parties-in-interest set forth in paragraph 38 hereof, hereby unconditionally and irrevocably releases, acquits, absolves, forever discharges, and covenants not to sue the DIP Secured Parties (solely in their capacities as such), subject to and upon entry of the Final Order and subject to the Challenge Deadline, the Prepetition Secured Parties (solely in their capacities as such), and, with respect to the foregoing (solely in their capacities as such), each such entity's current and former affiliates, and each such entity's current and former directors, officers, managers and equityholders (regardless of whether such interests are held directly or indirectly), predecessors, successors and assigns, and direct and indirect subsidiaries, and each of such entity's current and former officers, members, managers, directors, equityholders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, attorneys, independent contractors, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, financial advisors, and partners (including both general and limited partners) (the "Released Parties") and their respective property and assets from any and all acts and omissions of the Released Parties, and from any and all claims, interests, causes of action, avoidance actions, counterclaims, defenses, set-offs, demands, controversies, suits, judgments, costs, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, objections, legal proceedings, equitable proceedings, executions of any nature, type, or description and liabilities whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their estates, or such entities' successors or assigns, whether individually or collectively) that exist on the date hereof, at law or in equity, by statute of common law, in contract, or in tort, including, without limitation, (a) any so-called "lender liability" or equitable subordination claims or defenses, (b) any and all claims and causes of action arising under the Bankruptcy Code, (c) any

and all offsets, defenses, claims, counterclaims, set-off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, suspected or unsuspected, disputed or undisputed, whether arising at law or in equity, including any recharacterization, recoupment, subordination, disallowance, avoidance, challenge, or other claim or cause of action arising under or pursuant to section 105, chapter 5, or section 724(a) of the Bankruptcy Code or under other similar provisions of applicable state, federal, or foreign laws, including without limitation, any right to assert any disgorgement or recovery, and (d) any defense, right of counterclaim, right of set-off, or deduction on the payment of the Prepetition Secured Obligations, the Roll-Up Obligations, or the DIP Obligations; *provided* that nothing in this paragraph shall release the commitments or obligations of the DIP Secured Parties under the DIP Facility arising after the Closing Date; *provided further*, that nothing in this paragraph shall release any claims and liabilities arising from actual fraud or willful misconduct of a Released Party. This paragraph is in addition to and shall not in any way limit any other release, covenant not to sue, or waiver set forth in a chapter 11 plan. Upon entry of this Interim Order or the Final Order, as applicable, the releases granted in this paragraph are final and binding and are not subject to a Challenge except as expressly set forth herein.

44. Limits on Lender Liability. Nothing in this Interim Order, any of the DIP Documents, any of the Prepetition Credit Documents, or any other documents related thereto, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Secured Parties, or any of the Prepetition Secured Parties, respectively, of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these chapter 11 cases or any Successor Cases. The DIP

Agent, the DIP Secured Parties, and the Prepetition Secured Parties shall not, solely by reason of having made loans under the DIP Facility or authorizing the use of Cash Collateral, be deemed in control of the operations of the Debtors or 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 any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Nothing in this Interim Order or the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, any of the DIP Secured Parties, or any of the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

45. 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 Documents, respectively.

46. Preservation of Rights Granted Under this Interim Order.

(a) Subject only to the Carve Out and notwithstanding any other provision herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Secured Parties' and the Prepetition Secured Parties', as applicable, right to seek any other or supplemental relief in respect of the Debtors (including the right to seek additional or different adequate protection; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve Out; or the right to seek relief at the Final Hearing with respect to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the

Prepetition Collateral, as applicable; *provided* that the rights of all parties-in-interest (including the U.S. Trustee) to object in respect of any such relief are fully preserved); (b) the rights of any of the Prepetition Secured Parties to seek the payment by the Debtors of post-petition interest or fees pursuant to section 506(b) of the Bankruptcy Code; or (c) any of the rights of the DIP Secured Parties and the Prepetition Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of these chapter 11 cases or Successor Cases, conversion of any of these chapter 11 cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, (iii) seek an injunction, (iv) oppose any request for use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order or the Final Order, (v) object to any sale of assets, or (vi) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; *provided*, that the rights of the DIP Secured Parties and the Prepetition Secured Parties, respectively, with respect to the foregoing clauses (a) through (c) of this paragraph 46 shall be subject to the Intercreditor Agreement and the Prepetition Credit Documents, as applicable. Other than as expressly set forth in this Interim Order, any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Secured Parties are preserved.

(b) Unless and until all DIP Obligations are indefeasibly Paid in Full, in cash, and all DIP Commitments are terminated, 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; and (ii) not file any 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 the DIP Collateral, except as set forth in paragraph 21 hereof.

(c) Unless and until all DIP Obligations, Prepetition Secured Obligations, and Adequate Protection Obligations are indefeasibly Paid in Full in cash, and all DIP Commitments are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly, (i) except as permitted under the DIP Documents or, if not provided for therein, with the prior written consent of the DIP Agent (at the direction of the DIP Required Lenders), as applicable, and the Prepetition Agents (at the direction of the applicable required lenders/holders), (A) any reversal, modification, stay, vacatur, or amendment of this Interim Order or (B) a priority claim, secured claim, unsecured claim, or any other claims against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in section 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of these chapter 11 cases, *pari passu* with or senior to the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations, or the Prepetition Secured Obligations; (ii) except as permitted under the DIP Documents (including the Carve Out), any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens, or the Prepetition Liens, as applicable; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order or the Final Order. The Debtors irrevocably waive any right to seek any amendment, modification, or extension of this Interim Order without the prior written consent, as provided in the foregoing, of the DIP Agent (at the direction of the DIP Required Lenders) and the Prepetition Agents, and no such consent shall be implied by any other action, inaction, or acquiescence of the DIP Agent, any DIP Lenders, the Prepetition Agents, and/or the Prepetition Secured Parties, as applicable.

(d) Notwithstanding any order dismissing any of these chapter 11 cases entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations, and the other administrative claims granted pursuant to this Interim Order 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 are Paid in Full in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Obligations, and the other administrative claims granted pursuant to this Interim Order, shall, notwithstanding such dismissal, remain binding on all parties-in-interest); and (y) to the fullest extent permitted by law the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in the foregoing clause (x).

(e) The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the 507(b) Claims, the Adequate Protection Obligations, and all other rights and remedies of the DIP Agent, 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 these chapter 11 cases to a case under chapter 7, dismissing any of these chapter 11 cases, 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 Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a chapter 11 plan in any of these chapter 11 cases notwithstanding the provisions of section 1141(d) of the Bankruptcy Code 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, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Obligations, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly Paid in Full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the DIP Required Lenders). To the fullest extent permitted by law, this Court shall retain jurisdiction, notwithstanding a dismissal of these chapter 11 cases, for the purposes of enforcing the claims, liens, and security interests referred to in this paragraph 46(e).

47. No Waiver by Failure to Seek Relief. The failure or delay on the part of any of the DIP Agent, DIP Lenders or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Documents, the Prepetition 1L Documents, the Prepetition 2L Notes Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder or otherwise. No delay on the part of any party in the exercise of any right or remedy under this Interim Order shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of any party under this Interim Order shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing, and signed by the party against whom such amendment, modification, suspension, or waiver is sought. No consents required hereunder by any of the DIP Secured Parties

or Prepetition Secured Parties shall be implied by any inaction or acquiescence by any of the DIP Secured Parties or the Prepetition Secured Parties, respectively.

48. Binding Effect of Interim Order. The provisions of this Interim Order shall be binding upon and inure to the benefit of the Debtors, the DIP Agent, the DIP Secured Parties, the Prepetition Secured Parties, any Committee appointed in these chapter 11 cases, all other creditors of any of the Debtors, and all other parties-in-interest and, in each case, their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate 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 whether in these chapter 11 cases or any Successor Case). To the extent permitted by applicable law, this Interim Order shall bind any trustee hereafter appointed for the estate of any of the Debtors, whether in these chapter 11 cases or in the event of the conversion of any of these chapter 11 cases, any Successor Cases, or upon dismissal of any chapter 11 case or Successor Case, to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Interim Order.

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

50. Factoring Rights Preserved. Notwithstanding anything to the contrary in this Interim Order, the DIP Documents, or any other order, any and all rights, claims and remedies of any party (each a "Factor") that purchased receivables and related rights and interests (the "Factored Receivables") from any of the Debtors pursuant to a Factoring Agreement (as defined in the Interim Factoring Order) are expressly reserved, including, without limitation, any

and all causes of action, commercial tort claims, and other rights and claims of such Factor related to, or arising out of, the Factored Receivables or any documentation in connection therewith (including claims against any party to recover proceeds therefrom), and, subject to the interim or final order, as applicable, approving the Interim Factoring Order. Without limiting the generality of the foregoing, (a) neither this Interim Order nor the DIP Documents shall be deemed to grant liens, claims, or encumbrances in favor of any current or future lienholder, including the DIP Liens or the Adequate Protection Liens, on funds, accounts or receivables (or the proceeds thereof) that do not constitute property of any of the Debtors' estates, and (b) nothing set forth in this Interim Order or the DIP Documents grants or shall be deemed to grant any lien of senior or equal priority on any assets pledged as collateral to a Factor pursuant to a Factoring Agreement (as defined in the Interim Factoring Order), including any causes of action or commercial tort claims and any proceeds therefrom. Notwithstanding anything to the contrary in this order or any order granting the relief sought in the Factoring Motion, any changes to the commitment amount or any other material terms of any Factoring Agreement (including the expansion of the types of receivables and other factoring assets that are subject to the Factoring Agreements) shall require the consent of the Required DIP Lenders; *provided* that nothing in this sentence shall limit or restrict the Factors' ability to exercise any unilateral rights granted to them under the Factoring Agreement.

51. Replacement Agent. Notwithstanding the resignation or replacement of any collateral agent or administrative agent, including the DIP Agent or any of the Prepetition Agents, the DIP Liens on the DIP Collateral, the Prepetition Liens on the Prepetition Collateral, and the Adequate Protection Liens shall remain continuously and properly perfected, notwithstanding the transfer of control, possession, or title of any Prepetition Collateral or DIP Collateral to a new collateral agent or administrative agent.

52. 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.

53. Final Hearing. A final hearing to consider the relief requested in the Motion on a final basis shall be held on December 3, 2025 at 9:00 a.m. (Prevailing Central Time).

54. Retention of Jurisdiction. The Bankruptcy Court retains exclusive jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of the DIP Facility and/or this Interim Order.

Signed: November 05, 2025

Christopher Lopez
United States Bankruptcy Judge

**Exhibit 1**

**Lien/Claim Priorities Annex**

| Priority | DIP Collateral that constitutes Existing Collateral | DIP Collateral that constitutes Previously Unencumbered Property |
|---|---|---|
| ***First*** | Carve Out | Carve Out |
| ***Second*** | Permitted Liens | DIP Liens<br>DIP Superpriority Claims |
| ***Third*** | DIP Liens<br>DIP Superpriority Claims | Prepetition Bridge Loan Adequate Protection Liens<br>Prepetition SFA Adequate Protection Liens<br>Prepetition 1L Notes Adequate Protection Liens<br>Prepetition SFA 507(b) Claims<br>Prepetition Bridge 507(b) Claims<br>Prepetition 1L Notes 507(b) Claims |
| ***Fourth*** | Prepetition Bridge Loan Adequate Protection Liens<br>Prepetition SFA Adequate Protection Liens<br>Prepetition 1L Notes Adequate Protection Liens<br>Prepetition SFA 507(b) Claims<br>Prepetition Bridge 507(b) Claims<br>Prepetition 1L Notes 507(b) Claims | Prepetition 2L Notes Adequate Protection Liens<br>Prepetition 2L Notes 507(b) Claims |
| ***Fifth*** | Prepetition 1L Liens<br>Prepetition 1L Secured Obligations | N/A |
| ***Sixth*** | Prepetition 2L Notes Adequate Protection Liens<br>Prepetition 2L Notes 507(b) Claims | |
| ***Seventh*** | Prepetition 2L Liens<br>Prepetition 2L Secured Obligations | |

# Exhibit 2

## Initial DIP Budget

**Project kp**

**13WCF Baseline - Consolidated**

*(€ in millions)*

| *Forecast Period* | Fcst 1 | Fcst 2 | Fcst 3 | Fcst 4 | Fcst 5 | Fcst 6 | Fcst 7 | Fcst 8 | Fcst 9 | Fcst 10 | Fcst 11 | Fcst 12 | Fcst 13 | Post 13wcf |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *Week Ending* | 7-Nov | 14-Nov | 21-Nov | 28-Nov | 5-Dec | 12-Dec | 19-Dec | 26-Dec | 2-Jan | 9-Jan | 16-Jan | 23-Jan | 30-Jan | Total |
| **Collections** | **€ 17.7** | **€ 28.5** | **€ 27.4** | **€ 33.3** | **€ 33.2** | **€ 32.3** | **€ 32.8** | **€ 35.9** | **€ 32.3** | **€ 37.9** | **€ 38.1** | **€ 38.8** | **€ 36.6** | **€ 424.9** |
| **Operating Disbursements** | | | | | | | | | | | | | | |
| Payroll | (2.7) | (5.9) | (4.7) | (17.5) | (3.2) | (6.1) | (11.1) | (12.6) | (3.9) | (5.1) | (4.4) | (5.2) | (11.8) | (94.4) |
| Vendor Payments | (53.0) | (54.0) | (46.6) | (50.0) | (16.2) | (21.9) | (26.7) | (23.6) | (42.5) | (17.5) | (18.7) | (13.6) | (13.8) | (398.3) |
| Taxes | (1.0) | (2.1) | 1.7 | (3.8) | (4.0) | (1.1) | (2.2) | 0.7 | (1.5) | (0.2) | (0.7) | (1.5) | (2.8) | (18.5) |
| Leases | (0.1) | - | - | - | (2.3) | - | - | - | (2.0) | (0.0) | (0.0) | - | - | (4.5) |
| **Total Operating Disbursements** | **(€ 56.9)** | **(€ 62.0)** | **(€ 49.6)** | **(€ 71.3)** | **(€ 25.6)** | **(€ 29.1)** | **(€ 40.1)** | **(€ 35.5)** | **(€ 50.0)** | **(€ 22.9)** | **(€ 23.9)** | **(€ 20.3)** | **(€ 28.4)** | **(€ 515.6)** |
| **Debt Service** | | | | | | | | | | | | | | |
| DIP Funding | 130.0 | - | - | 85.0 | - | - | - | - | - | - | - | - | - | 215.0 |
| DIP Interest | - | - | - | - | (4.0) | - | - | - | (5.4) | - | - | - | - | (9.4) |
| Local Lines | (0.6) | (1.4) | (1.4) | (1.2) | (2.4) | (0.0) | (0.4) | 0.7 | (0.4) | (0.6) | (0.1) | (0.3) | 0.5 | (7.5) |
| **Subtotal Debt Service** | **€ 129.4** | **(€ 1.4)** | **(€ 1.4)** | **€ 83.8** | **(€ 6.4)** | **(€ 0.0)** | **(€ 0.4)** | **€ 0.7** | **(€ 5.7)** | **(€ 0.6)** | **(€ 0.1)** | **(€ 0.3)** | **€ 0.5** | **€ 198.1** |
| **Cash Adjustments** | | | | | | | | | | | | | | |
| Professional Fees | - | - | - | - | (2.3) | - | - | - | (11.8) | - | - | - | (7.6) | (21.6) |
| Other | (0.6) | - | - | - | - | (0.5) | (5.0) | - | - | - | - | - | - | (6.1) |
| **Subtotal Cash Adjustments** | **(€ 0.6)** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **(€ 2.3)** | **(€ 0.5)** | **(€ 5.0)** | **€ 0.0** | **(€ 11.8)** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **(€ 7.6)** | **(€ 27.7)** |
| **Net Cash Flow (exl. I/C Transfers)** | **€ 89.7** | **(€ 34.8)** | **(€ 23.6)** | **€ 45.8** | **(€ 1.1)** | **€ 2.7** | **(€ 12.6)** | **€ 1.0** | **(€ 35.2)** | **€ 14.5** | **€ 14.0** | **€ 18.3** | **€ 1.1** | **€ 79.7** |
| **I/C Transfers** | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Net Cash Flow** | **€ 89.7** | **(€ 34.8)** | **(€ 23.6)** | **€ 45.8** | **(€ 1.1)** | **€ 2.7** | **(€ 12.6)** | **€ 1.0** | **(€ 35.2)** | **€ 14.5** | **€ 14.0** | **€ 18.3** | **€ 1.1** | **€ 79.7** |
| Opening Cash Balance | 78.5 | 168.2 | 133.4 | 109.8 | 155.6 | 154.5 | 157.1 | 144.5 | 145.5 | 110.4 | 124.9 | 138.9 | 157.2 | 78.5 |
| Total Cash Flow | 89.7 | (34.8) | (23.6) | 45.8 | (1.1) | 2.7 | (12.6) | 1.0 | (35.2) | 14.5 | 14.0 | 18.3 | 1.1 | 79.7 |
| **Closing Cash Balance** | **€ 168.2** | **€ 133.4** | **€ 109.8** | **€ 155.6** | **€ 154.5** | **€ 157.1** | **€ 144.5** | **€ 145.5** | **€ 110.4** | **€ 124.9** | **€ 138.9** | **€ 157.2** | **€ 158.2** | **€ 158.2** |
| ***Memo: Actual Cash Breakout*** | | | | | | | | | | | | | | |
| **Available Cash** | **€ 140.3** | **€ 103.8** | **€ 78.5** | **€ 122.6** | **€ 119.8** | **€ 120.7** | **€ 106.4** | **€ 105.7** | **€ 78.3** | **€ 91.1** | **€ 103.4** | **€ 119.9** | **€ 124.5** | |
| Interest Reserve | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | |
| Professional Fee Escrow | 9.6 | 11.3 | 13.0 | 14.8 | 16.5 | 18.2 | 19.9 | 21.6 | 13.9 | 15.6 | 17.3 | 19.0 | 15.5 | |
| **Total Cash** | **€ 168.2** | **€ 133.4** | **€ 109.8** | **€ 155.6** | **€ 154.5** | **€ 157.1** | **€ 144.5** | **€ 145.5** | **€ 110.4** | **€ 124.9** | **€ 138.9** | **€ 157.2** | **€ 158.2** | |

**Project kp**

**13WCF Baseline - Debtor**

*(€ in millions)*

| *Forecast Period* | Fcst 1 | Fcst 2 | Fcst 3 | Fcst 4 | Fcst 5 | Fcst 6 | Fcst 7 | Fcst 8 | Fcst 9 | Fcst 10 | Fcst 11 | Fcst 12 | Fcst 13 | Post 13wcf |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *Week Ending* | 7-Nov | 14-Nov | 21-Nov | 28-Nov | 5-Dec | 12-Dec | 19-Dec | 26-Dec | 2-Jan | 9-Jan | 16-Jan | 23-Jan | 30-Jan | Total |
| **Collections** | **€ 8.4** | **€ 18.8** | **€ 19.1** | **€ 20.3** | **€ 24.3** | **€ 24.5** | **€ 24.7** | **€ 25.3** | **€ 25.4** | **€ 29.5** | **€ 30.0** | **€ 29.6** | **€ 28.3** | **€ 308.3** |
| **Operating Disbursements** | | | | | | | | | | | | | | |
| Payroll | (1.5) | (4.2) | (2.1) | (13.1) | (1.4) | (4.5) | (6.2) | (10.1) | (2.8) | (3.4) | (3.0) | (2.8) | (10.2) | (65.3) |
| Vendor Payments | (42.0) | (39.3) | (38.0) | (38.3) | (4.1) | (11.2) | (11.0) | (9.8) | (34.0) | (10.1) | (8.3) | (7.8) | (6.8) | (260.7) |
| Taxes | (0.5) | (0.3) | 2.7 | (2.1) | (3.2) | (0.5) | (0.3) | 1.9 | (1.1) | - | (0.0) | (0.5) | (1.5) | (5.6) |
| Leases | - | - | - | - | (1.7) | - | - | - | (1.5) | - | - | - | - | (3.1) |
| **Total Operating Disbursements** | **(€ 44.0)** | **(€ 43.9)** | **(€ 37.4)** | **(€ 53.5)** | **(€ 10.4)** | **(€ 16.2)** | **(€ 17.6)** | **(€ 17.9)** | **(€ 39.5)** | **(€ 13.5)** | **(€ 11.3)** | **(€ 11.1)** | **(€ 18.5)** | **(€ 334.7)** |
| **Debt Service** | | | | | | | | | | | | | | |
| DIP Funding | 130.0 | - | - | 85.0 | - | - | - | - | - | - | - | - | - | 215.0 |
| DIP Interest | - | - | - | - | (4.0) | - | - | - | (5.4) | - | - | - | - | (9.4) |
| Local Lines | - | (0.7) | - | (0.0) | (1.8) | - | (0.2) | - | (0.3) | - | (0.0) | - | (0.0) | (2.9) |
| **Subtotal Debt Service** | **€ 130.0** | **(€ 0.7)** | **€ 0.0** | **€ 85.0** | **(€ 5.8)** | **€ 0.0** | **(€ 0.2)** | **€ 0.0** | **(€ 5.7)** | **€ 0.0** | **(€ 0.0)** | **€ 0.0** | **(€ 0.0)** | **€ 202.7** |
| **Cash Adjustments** | | | | | | | | | | | | | | |
| Professional Fees | - | - | - | - | (2.3) | - | - | - | (11.8) | - | - | - | (7.6) | (21.6) |
| Other | (0.6) | - | - | - | - | (0.5) | (5.0) | - | - | - | - | - | - | (6.1) |
| **Subtotal Cash Adjustments** | **(€ 0.6)** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **(€ 2.3)** | **(€ 0.5)** | **(€ 5.0)** | **€ 0.0** | **(€ 11.8)** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **(€ 7.6)** | **(€ 27.7)** |
| **Net Cash Flow (exl. I/C Transfers)** | **€ 93.8** | **(€ 25.8)** | **(€ 18.3)** | **€ 51.9** | **€ 5.9** | **€ 7.9** | **€ 2.0** | **€ 7.4** | **(€ 31.5)** | **€ 15.9** | **€ 18.8** | **€ 18.5** | **€ 2.2** | **€ 148.7** |
| **I/C Transfers** | (2.3) | (9.1) | (5.2) | (6.0) | (7.0) | (5.2) | (14.7) | (6.3) | (3.7) | (1.4) | (4.8) | (0.3) | (1.2) | (67.2) |
| **Net Cash Flow** | **€ 91.5** | **(€ 34.8)** | **(€ 23.6)** | **€ 45.8** | **(€ 1.1)** | **€ 2.7** | **(€ 12.6)** | **€ 1.0** | **(€ 35.2)** | **€ 14.5** | **€ 14.0** | **€ 18.3** | **€ 1.1** | **€ 81.5** |
| Opening Cash Balance | 46.7 | 138.2 | 103.4 | 79.8 | 125.6 | 124.5 | 127.1 | 114.5 | 115.5 | 80.4 | 94.9 | 108.9 | 127.2 | 46.7 |
| Total Cash Flow | 91.5 | (34.8) | (23.6) | 45.8 | (1.1) | 2.7 | (12.6) | 1.0 | (35.2) | 14.5 | 14.0 | 18.3 | 1.1 | 81.5 |
| **Closing Cash Balance** | **€ 138.2** | **€ 103.4** | **€ 79.8** | **€ 125.6** | **€ 124.5** | **€ 127.1** | **€ 114.5** | **€ 115.5** | **€ 80.4** | **€ 94.9** | **€ 108.9** | **€ 127.2** | **€ 128.2** | **€ 128.2** |
| ***Memo: Actual Cash Breakout*** | | | | | | | | | | | | | | |
| **Available Cash** | **€ 110.3** | **€ 73.8** | **€ 48.5** | **€ 92.6** | **€ 89.8** | **€ 90.7** | **€ 76.4** | **€ 75.7** | **€ 48.3** | **€ 61.1** | **€ 73.4** | **€ 89.9** | **€ 94.5** | |
| Interest Reserve | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | 18.2 | |
| Professional Fee Escrow | 9.6 | 11.3 | 13.0 | 14.8 | 16.5 | 18.2 | 19.9 | 21.6 | 13.9 | 15.6 | 17.3 | 19.0 | 15.5 | |
| **Total Cash** | **€ 138.2** | **€ 103.4** | **€ 79.8** | **€ 125.6** | **€ 124.5** | **€ 127.1** | **€ 114.5** | **€ 115.5** | **€ 80.4** | **€ 94.9** | **€ 108.9** | **€ 127.2** | **€ 128.2** | |

**Project kp**

**13WCF Baseline - Non-Debtor**

*(€ in millions)*

| | Fcst | Fcst | Fcst | Fcst | Fcst | Fcst | Fcst | Fcst | Fcst | Fcst | Fcst | Fcst | Fcst | Post |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *Forecast Period* | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 13wcf |
| *Week Ending* | 7-Nov | 14-Nov | 21-Nov | 28-Nov | 5-Dec | 12-Dec | 19-Dec | 26-Dec | 2-Jan | 9-Jan | 16-Jan | 23-Jan | 30-Jan | Total |
| **Collections** | **€ 9.3** | **€ 9.8** | **€ 8.3** | **€ 13.0** | **€ 8.9** | **€ 7.8** | **€ 8.1** | **€ 10.6** | **€ 6.9** | **€ 8.5** | **€ 8.0** | **€ 9.2** | **€ 8.2** | **€ 116.6** |
| **Operating Disbursements** | | | | | | | | | | | | | | |
| Payroll | (1.3) | (1.7) | (2.6) | (4.4) | (1.8) | (1.6) | (4.9) | (2.6) | (1.1) | (1.7) | (1.4) | (2.4) | (1.6) | (29.1) |
| Vendor Payments | (11.0) | (14.7) | (8.6) | (11.7) | (12.1) | (10.6) | (15.6) | (13.8) | (8.5) | (7.4) | (10.5) | (5.8) | (7.1) | (137.6) |
| Taxes | (0.4) | (1.7) | (1.0) | (1.7) | (0.8) | (0.7) | (1.9) | (1.2) | (0.4) | (0.2) | (0.7) | (1.0) | (1.3) | (12.9) |
| Leases | (0.1) | - | - | - | (0.6) | - | - | - | (0.6) | - | (0.0) | - | - | (1.3) |
| **Total Operating Disbursements** | **(€ 12.9)** | **(€ 18.1)** | **(€ 12.2)** | **(€ 17.8)** | **(€ 15.3)** | **(€ 12.9)** | **(€ 22.5)** | **(€ 17.6)** | **(€ 10.5)** | **(€ 9.3)** | **(€ 12.7)** | **(€ 9.2)** | **(€ 9.9)** | **(€ 181.0)** |
| **Debt Service** | | | | | | | | | | | | | | |
| DIP Funding | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| DIP Interest | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Local Lines | (0.6) | (0.7) | (1.4) | (1.2) | (0.6) | (0.0) | (0.3) | 0.7 | (0.1) | (0.6) | (0.1) | (0.3) | 0.5 | (4.6) |
| **Subtotal Debt Service** | **(€ 0.6)** | **(€ 0.7)** | **(€ 1.4)** | **(€ 1.2)** | **(€ 0.6)** | **(€ 0.0)** | **(€ 0.3)** | **€ 0.7** | **(€ 0.1)** | **(€ 0.6)** | **(€ 0.1)** | **(€ 0.3)** | **€ 0.5** | **(€ 4.6)** |
| **Cash Adjustments** | | | | | | | | | | | | | | |
| Professional Fees | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Subtotal Cash Adjustments** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** |
| **Net Cash Flow (exl. I/C Transfers)** | **(€ 4.1)** | **(€ 9.1)** | **(€ 5.2)** | **(€ 6.0)** | **(€ 7.0)** | **(€ 5.2)** | **(€ 14.7)** | **(€ 6.3)** | **(€ 3.7)** | **(€ 1.4)** | **(€ 4.8)** | **(€ 0.3)** | **(€ 1.2)** | **(€ 69.0)** |
| **I/C Transfers** | 2.3 | 9.1 | 5.2 | 6.0 | 7.0 | 5.2 | 14.7 | 6.3 | 3.7 | 1.4 | 4.8 | 0.3 | 1.2 | 67.2 |
| **Net Cash Flow** | **(€ 1.8)** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **(€ 0.0)** | **€ 0.0** | **€ 0.0** | **€ 0.0** | **(€ 1.8)** |
| Opening Cash Balance | 31.8 | 30.0 | 30.0 | 30.0 | 30.0 | 30.0 | 30.0 | 30.0 | 30.0 | 30.0 | 30.0 | 30.0 | 30.0 | 31.8 |
| Total Cash Flow | (1.8) | - | - | - | - | - | - | - | - | - | - | - | - | (1.8) |
| **Closing Cash Balance** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** |
| ***Memo: Actual Cash Breakout*** | | | | | | | | | | | | | | |
| **Available Cash** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | |
| Interest Reserve | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| Professional Fee Escrow | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| **Total Cash** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | **€ 30.0** | |

# Exhibit 3

## DIP CREDIT AGREEMENT

***Under Review and Revision, Subject to Material Change***

***GDC Draft 11.5.25***

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SUPERPRIORITY SENIOR SECURED DEBTOR-IN-POSSESSION
TERM LOAN CREDIT AGREEMENT[1]

Dated as of [●], 2025

among

KLEOPATRA FINCO S.À R.L.,
KLÖCKNER PENTAPLAST OF AMERICA, INC. and
KLÖCKNER PENTAPLAST GMBH
as Borrowers and Debtors,

THE OTHER GUARANTORS PARTY HERETO FROM TIME TO TIME,

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent

and

THE LENDERS PARTY HERETO FROM TIME TO TIME

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[1] **NTD**: Subject to continued review in all respects.

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A-1 Committed Loan Notice
A-2 Withdrawal Notice
B Term Note
C Compliance Certificate
D-1 Assignment and Assumption
D-2 Notice of Loan Prepayment
F United States Tax Compliance Certificate
G Beneficial Ownership Certification
H Approved DIP Budget
I Agreed Security Principles

**SUPERPRIORITY SENIOR SECURED DEBTOR-IN-POSSESION TERM LOAN CREDIT AGREEMENT**

This SUPERPRIORITY SENIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT (the "**Agreement**") is entered into as of [●], 2025, by and among **KLEOPATRA FINCO S.À R.L.**, a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of Luxembourg, with its registered office address at 46A Avenue J.F. Kennedy, L-1855, Luxembourg and registered with the R.C.S. Luxembourg under number B250955 as a debtor and debtor-in-possession (the "**Company**" or the "**Lux Borrower**"), **KLOCKNER PENTAPLAST OF AMERICA INC.**, a Delaware corporation (the "**U.S. Borrower**"), **KLÖCKNER PENTAPLAST GMBH** a private company with limited liability incorporated under the laws of Germany, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Montabaur under HRB 20918 (the "**German Borrower**" and, together with the Lux Borrower and the U.S. Borrower, the "**Borrowers**"), the other Guarantors party hereto from time to time, WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the "**Administrative Agent**"), and each lender from time to time party hereto (collectively, the "**Lenders**" and, individually, a "**Lender**").

**PRELIMINARY STATEMENTS**

On [●], 2025, (the "**Petition Date**") the Lux Borrower, the other Borrowers and certain other Loan Parties (together with any of their Subsidiaries and Affiliates that are or become debtors under the Chapter 11 Cases, collectively, the "**Debtors**", and each individually, a "**Debtor**") voluntarily commenced cases under the Bankruptcy Code (as defined below), jointly administered under *In re [●]*, Case No. *[●]* ([●]) (collectively, the "**Chapter 11 Cases**" and each individually a "**Chapter 11 Case**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

Prior to the Petition Date, the Lenders (or certain Affiliates or related Funds thereof) provided financing to the Borrower pursuant to (i) that certain Facilities Agreement, dated as of August 27, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Prepetition Bridge Loan Credit Agreement**"), among the Borrower, the other borrower party thereto, the other guarantors from time to time party thereto, the lenders from time to time party thereto (the "**Prepetition Bridge Lenders**") and WSFS, as administrative agent and collateral agent (in such capacities, together with its successors and permitted in assigns in such capacities, the "**Prepetition Bridge Agent**"); (ii) that certain Senior Facilities Agreement, dated as of February 9, 2021 (as amended restated, amended and restated, supplemented or otherwise modified from time to time (including as supplemented by that certain Additional Facility Notice dated February 4, 2025 (as amended restated, amended and restated, supplemented or otherwise modified from time to time, the "Prepetition SFA Additional Facility Notice") between the Borrower and Kondoa Rock S.à r.l., an affiliate of the Sponsor, as additional facility lender), the "**Prepetition SFA Credit Agreement**"), among the Borrower, the other guarantors from time to time party thereto, the lenders from time to time party thereto (the "**Prepetition SFA Lenders**") and J.P. Morgan SE, as agent (the "**Prepetition SFA Administrative Agent**"), and Deutsche Bank AG, London Branch, as security agent (the "**Prepetition SFA Collateral Agent**" and, together with the Prepetition SFA Administrative Agent, in their respective capacities, the "**Prepetition SFA Agents**"), (iii) that certain Senior Secured Notes Indenture, dated as of February 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Prepetition 1L Notes Indenture**"), among the Borrower, as Issuer, the other guarantors from time to time party thereto, the noteholders from time to time party thereto (the "**Prepetition 1L Noteholders**") and Deutsche Trustee Company Limited, as Trustee (the "**Prepetition 1L Notes Trustee**") and Deutsche Bank AG, London Branch as security agent

(the "**Prepetition 1L Notes Security Agent**" and, together with the Prepetition 1L Notes Trustee, in their respective capacities as such, the "**Prepetition 1L Notes Trustees**") and (iv) that certain Senior Notes Indenture, dated as of February 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Prepetition 2L Notes Indenture**"), among the Borrower, as Issuer, the other guarantors from time to time party thereto, the noteholders from time to time party thereto (the "**Prepetition 2L Noteholders**") and Deutsche Trustee Company Limited, as Trustee (the "**Prepetition 2L Notes Trustee**") and Deutsche Bank AG, London Branch as security agent (the "**Prepetition 2L Notes Security Agent**" and, together with the Prepetition 2L Notes Trustee, in their respective capacities as such, the "**Prepetition 2L Notes Trustees**");

On the Petition Date, (w) the outstanding principal balance of the "Loans" (as defined in the Prepetition Bridge Loan Credit Agreement (the "**Prepetition Bridge Loans**")) under the Prepetition Bridge Loan Credit Agreement was approximately €[134,000,000], (x)(1) the outstanding principal balance of the "Term Loans" (as defined in the "Prepetition SFA Credit Agreement" (the "**Existing SFA Term Loans**")) under the Prepetition SFA Credit Agreement was approximately €[1,598,000,000] and (2) the outstanding principal balance of the "Additional Facility Loan" (as defined in the "Prepetition SFA Credit Agreement" (the "**Existing Facility B2 Loans**")) under the Prepetition SFA Credit Agreement, as supplemented by the Prepetition SFA Additional Facility Notice, was approximately €[57,000,000], (3) the outstanding principal balance of the "Revolving Loans" (as defined in the "Prepetition SFA Credit Agreement" (the "**Existing SFA Revolving Loans**")) under the Prepetition SFA Credit Agreement was approximately €[117,000,000] and, (y) the outstanding principal balance of the "Notes" (as defined in the "Prepetition 1L Notes Indenture" (the "**Existing 1L Notes**" and, together with the Existing SFA Term Loans and the Existing Facility B2 Loans, the "**Existing 1L Debt**")) under the Prepetition 1L Notes Indenture was approximately €[400,000,000] , (z) the outstanding principal balance of the "Notes" (as defined in the Prepetition 2L Notes Indenture (the "**Existing 2L Notes**")) under the Prepetition 2L Notes Indenture was approximately €[306,000,000].

The Borrower has requested, and, upon the terms and subject to the conditions set forth in this Agreement, the Lenders have agreed to make available to the Borrower, a superpriority senior secured debtor-in-possession term loan credit facility (the "**DIP Facility**"), consisting of two tranches: (i) a new money term loan in an aggregate principal amount not to exceed €349,100,000 (the "**DIP New Money Term Loans**") which DIP New Money Term Loans shall be used to, among other things, effectuate the Closing Date Bridge Refinancing (as defined below) and (ii) a term loan facility in an aggregate amount not to exceed, after giving effect to the making of the Initial Draw and the Final Draw (on a basis proportional to the relative amounts of the New Money Term Loans issued in connection with the Initial Draw and the Final Draw), €635,00,000 (the "**DIP Roll-Up Term Loans**" and, together with the DIP New Money Term Loans, collectively, the "**DIP Term Loans**"), which DIP Roll-Up Term Loans will result from the assignment and waiver of certain of the Prepetition 1L Debt upon funding of the DIP New Money Term Loans on the Closing Date and the Final Draw Funding Date, in each case, pursuant to and in accordance with the Syndication (as defined below), subject to the conditions set forth herein and in the DIP Orders.

The proceeds of the DIP Facility shall be used (i) to refinance the Prepetition Bridge Loans and (ii) in accordance with the Approved DIP Budget (subject to Permitted Deviations).

Subject to the terms of this Agreement, the other Loan Documents and the DIP Orders, Topco, the Company and the other Loan Parties have agreed to secure all of their Obligations under the Loan Documents by granting to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a first priority priming security interest in and lien upon substantially all of their property (subject to the DIP Orders and the Carve Out), whether now existing or acquired after the date hereof, subject to exceptions specified herein or in the other Loan Documents.

The applicable Lenders have indicated their willingness to lend on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants and agreements 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:

"**Actual Disbursements**" has the meaning set forth in Section 6.01(f)(vi).

"**Actual Receipts**" has the meaning set forth in Section 6.01(f)(vi).

"**Actual Restructuring Related Amounts**" means the Loan Parties' aggregate disbursements in respect of fees of Professional Persons (as defined in the DIP Order) during the applicable period.

"**Ad Hoc Group Advisors**" means the advisors to the Ad Hoc Group (as defined in the RSA).

"**Administrative Agent**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Administrative Agent Fee Letter**" means that certain fee letter agreement, dated as of the date hereof, between the Borrower and the Administrative Agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Administrative Agent Fees**" has the meaning set forth in Section 2.09(c).

"**Administrative Agent's Office**" means, the Administrative Agent's address and 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 in a form supplied by the Administrative Agent.

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

"**Affiliate**" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Affiliated Lender**" means, at any time, any Lender that is the Sponsor (including portfolio companies of the Sponsor notwithstanding the exclusion in the definition of "Sponsor") or any Affiliate of the Sponsor.

"**Agent-Related Persons**" means the Administrative Agent, together with its Affiliates, officers, directors, employees, partners, agents, advisors and other representatives.

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

"**Agreed Security Principles**" means the agreed security principles as set out and defined in Exhibit I.

"**Agreement**" means this Superpriority Senior Secured Debtor-in-Possession Term Loan Credit Agreement, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Agreement Currency**" has the meaning set forth in Section 10.19.

"**Allowed Professional Fees**" has the meaning assigned to such term in the Interim Order.

"**Applicable Authority**" means with respect to Term SOFR, CME or any Governmental Authority having jurisdiction over the Administrative Agent or CME.

"**Applicable Closing Date Payable**" has the meaning set forth in Section 2.01(b)(i).

"**Applicable Final Funding Payable**" has the meaning set forth in Section 2.01(b)(ii).

"**Applicable Rate**" means a percentage per annum equal to: (a) for Term SOFR Loans or EURIBOR Loans, (i) 3.00% payable in cash plus (ii) 3.00% payable in kind per annum and (b) for Base Rate Loans, (i) 2.00% payable in cash plus (ii) 3.00% payable in kind per annum.

"**Approved Commercial Bank**" means a commercial bank with a consolidated combined capital and surplus of at least $5,000,000,000.

"**Approved DIP Budget**" means the then most current budget prepared by the Borrower and approved by the Required Lenders (which may be communicated via a Direction of the Required Lenders) in accordance with Section 6.14; provided that, for the avoidance of doubt, each Approved DIP Budget shall specify in detail the expected amount and requested date of each Withdrawal of DIP Term Loans. As of the Closing Date, the Approved DIP Budget is attached hereto as Exhibit H.

"**Approved Fund**" means, with respect to any Lender, any Fund that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"**Approved Variance Report**" has the meaning set forth in Section 6.01(f)(ii).

"**Assignee**" has the meaning set forth in Section 10.07(b).

"**Assignment and Assumption**" means an Assignment and Assumption substantially in the form of Exhibit D-1 hereto.

"**Assignment Taxes**" means Other Connection Taxes imposed as a result of a Recipient's Assignment and Assumption, grant of a participation, transfer or assignment to or designation of a new applicable Lending Office or other office for receiving payments under any Loan Document.

"**Attorney Costs**" means and includes all reasonable and documented fees, out-of-pocket expenses and disbursements of any law firm or other external legal counsel, in each case, to the extent reimbursable by the Borrower pursuant to Section 10.04.

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.19(d).

"**Backstop Parties**" means the entities set forth on Schedule 1.01B hereto on file with the Administrative Agent (the "**Backstop Allocation Schedule**"), together with their respective successors and permitted assignees, or any fronting lender or other funding agent operating on their behalf, as the context requires.

"**Backstop Premium**" means a premium in an amount equal to [7.00]% of the Initial DIP Term Loan Commitments provided on the Closing Date, which premium shall be Paid in Kind.

"**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 chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as it has been, or may be, amended, from time to time.

"**Bankruptcy Court**" has the meaning set forth in the preliminary statements to this Agreement.

"**Base Rate**" means for any day a fluctuating rate of interest per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the Prime Rate, (c) Term SOFR plus 1.00% and (d) 2.00%. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 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 Loan**" means a DIP Term Loan denominated in Dollars that bears interest based on the Base Rate.

"**Benchmark**" means, initially, (x) with respect to any Borrowing denominated in Euros, the EURIBOR Rate and (y) with respect to any Borrowing denominated in Dollars, the Term SOFR Screen Rate; provided that if a Benchmark Transition Event has occurred with respect to the EURIBOR Rate or the Term SOFR Screen Rate, as applicable, or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.19(a).

"**Benchmark Replacement**" means, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent (acting at the Direction of the Required Lenders) for the applicable Benchmark Replacement Date:

(a) with respect to any Borrowing denominated in Euros, the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent (acting at the Direction of the Required Lenders) and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Euro-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment; and

(b) with respect to any Borrowing denominated in Dollars, (a) the sum of (i) Daily Simple SOFR and (ii) the Benchmark Replacement Adjustment and (b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent (acting at the Direction of the Required Lenders) and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent (acting at the Direction of the Required Lenders) and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for (x) Dollar-denominated syndicated credit facilities at such time, in the case of SOFR Loans or (y) Euro-denominated syndicated credit facilities at such time, in the case of EURIBOR Loans.

"**Benchmark Replacement Conforming Changes**" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of 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 "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of a Committed Loan Notice or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.05 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and 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 any such rate 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 the earlier to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," 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; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), 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 thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, 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), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) 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 thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof)

announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Unavailability Period**" means, the period (if any) (a) 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 2.19 and (b) 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 2.19.

"**Beneficial Ownership Certification**" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation, substantially in the form of Exhibit G.

"**Beneficial Ownership Regulation**" means 31 C.F.R § 1010.230, as amended or modified from time to time.

"**Benefit Plan**" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"**BHC Act Affiliate**" means an "affiliate" as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k) of such party.

"**Borrower**" means:

(a) in the case of DIP Term Loans denominated in Euros, a DIP (EUR) Borrower; and

(b) in the case of DIP Term Loans denominated in Dollars, a DIP (USD) Borrower.

"**Borrower Materials**" has the meaning set forth in Section 6.01.

"**Borrowing**" means a borrowing consisting of Loans of the same Type and, in the case of Term SOFR Loans or EURIBOR Loans, having the same Interest Period, made by each of the Lenders pursuant to Section 2.01(a).

"**Budgeted Disbursements**" means the sum of all cash disbursements made by the Loan Parties and their Subsidiaries (in all cases excluding Actual Restructuring Related Amounts and interest payments) during the relevant Reporting Period corresponding with the line item in the Approved DIP Budget with the heading "Total Operating Disbursements".

"**Budgeted Receipts**" means the sum of all cash receipts received by the Loan Parties and their Subsidiaries during the relevant Reporting Period corresponding with the line item in the Approved DIP Budget with the heading "Total Receipts".

"**Budgeted Restructuring Related Amounts**" means the Loan Parties' projected disbursements in respect of fees of Professional Persons (as defined in the DIP Order) during the applicable period.

"**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 and (a) (in relation to any date for borrowing, payment or purchase of a Dollars) a U.S. Government Securities Business Day and (b) (in relation to any date for borrowing, payment or purchase of Euros) any TARGET Day.

"**Capitalized Lease Obligations**" means in relation to any determination under this Agreement, an obligation that is required to be classified and accounted for as a lease liability on the balance sheet in accordance with IFRS 16 (*Leases*) (or any equivalent measure under GAAP) or, as the case may be and subject to (as applicable) the Election Option, a finance lease or a capitalized lease for financial reporting purposes on the basis of IAS 17 (*Leases*) (or any equivalent measure under GAAP). The amount of Indebtedness will be, at the time any determination is to be made, the amount of such obligation required to be capitalized on a balance sheet (excluding any notes thereto) prepared in accordance with IFRS, subject to the Election Option, 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 such term in the DIP Orders.

"**Cash and Cash Equivalents**" means:

(a) Euros, Canadian dollars, Swiss Francs, United Kingdom pounds, Japanese Yen, U.S. Dollars, Australian Dollars or any national currency of any member state of the European Union or any other foreign currency held by the Borrower and the Subsidiaries in the ordinary course of business;

(b) securities or other direct obligations issued or directly and fully Guaranteed or insured by the government of Australia, Canada, Japan, Norway, Switzerland, the United Kingdom or the United States of America, the European Union or any member state of the European Union on the Closing Date or, in each case, any agency or instrumentality thereof (provided that the full faith and credit of such country or such member state is pledged in support thereof), with maturities of twenty four (24) months or less from the date of acquisition.

(c) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one (1) year from the date of acquisition thereof issued by any lender or by any bank or trust company: (i) whose commercial paper is rated at least "A-1" or the equivalent thereof by S&P or at least "P-1" or the equivalent thereof by Moody's (or if at the time neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization); or (ii) (in the event that the bank or trust company does not have commercial paper which is rated) having combined capital and surplus in excess of €250,000,000;

(d) repurchase obligations for underlying securities of the types described in paragraphs (b), (c) and (k) of this definition entered into with any bank meeting the qualifications specified in paragraph (c) above;

(e) securities with maturities of one (1) year or less from the date of acquisition backed by standby letters of credit issued by any person referenced in paragraph (c) above;

(f) readily marketable direct obligations issued by a member state of the European Union, Japan, Australia, Switzerland, Norway, Canada, the United States of America, any State of the United States or the District of Columbia or any political subdivision thereof, in each case, having one of the two highest rating categories obtainable from either Moody's or S&P;

(g) commercial paper and variable or fixed rate notes issued by a bank meeting the qualifications specified in paragraph (c) above (or by the Parent Entity thereof) maturing within one (1) year after the date of creation thereof or any commercial paper and variable or fixed rate note issued by, or guaranteed by a corporation rated at least "A-1" or higher by S&P or "P-1" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Borrower) maturing within one (1) year after the date of creation thereof;

(h) Indebtedness or preferred stock issued by Persons with a rating of "BBB" - or higher from S&P or "Baa3" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) with maturities of twelve (12) months or less from the date of acquisition;

(i) bills of exchange issued in a member state of the European Union, United Kingdom, Norway, Japan, Australia, Switzerland, Canada, the United States of America, any State of the United States or the District of Columbia, eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent);

(j) with respect to a jurisdiction in which the Borrower or a Subsidiary conducts business or is organized or incorporated, certificates of deposit, time deposits, recognized time deposits, overnight bank deposits or bankers' acceptances with any bank, trust company or similar entity, which would rank, in terms of combined capital and surplus and undivided profits or the ratings of its long term debt, among the top five banks in such jurisdiction, in an amount not to exceed cash generated in or reasonably required for operations in such jurisdiction; and

(k) interests in any investment company, money market, enhanced high yield fund or other investment fund which invests 90% or more of its assets in instruments of the types specified in paragraphs (a) through (g) above.

"**Cash Collateral**" has the meaning assigned to such term in the DIP Orders.

"**Cash Management Order**" means an order of the Bankruptcy Court approving the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Maintain Existing Bank Accounts, Business Forms, and Books and Records, and (C) Continue Intercompany Transactions, (II) Granting Administrative Expenses Status to Postpetition Intercompany Transactions, and (III) Granting Related Relief* in the Chapter 11 Cases.

"**Cash Management Services**" means any of the following: automated clearing house transactions, treasury, depository, credit or debit card, purchasing card, stored value card, electronic fund transfer services, daylight or overnight draft facilities and/or cash management services, including controlled disbursement services, overdraft facilities, foreign exchange facilities, deposit and other accounts and merchant services or other cash management arrangements in the ordinary course of business or consistent with past practice.

"**Casualty Event**" means any event that gives rise to the receipt by a Loan Party or any Subsidiary of a Loan Party of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

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

"**Change of Control**" shall be deemed to occur if:

(a) the Permitted Holders shall fail to own beneficially (within the meaning of Rule 13d-5 of the Exchange Act as in effect on the Closing Date), directly or indirectly, in the aggregate Equity Interests representing at least a majority of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower; or

(b) a "change of control" (or similar event) shall occur in any other Indebtedness with an aggregate outstanding principal amount in excess of the Threshold Amount.

"**Chapter 11 Case(s)**" has the meaning set forth in the preliminary statements to this Agreement.

"**Chapter 11 Plan**" means the joint plan of reorganization that will be filed by the Debtors under chapter 11 of the Bankruptcy Code to implement the Restructuring Transactions (as defined in the RSA).

"**Chapter 11 Plan Effective Date**" means the date on which all of the conditions precedent to consummation of the Chapter 11 Plan have been satisfied in full or waived, in accordance with the terms of the Chapter 11 Plan.

"**Chapter 11 Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Chapter 11 Plan that will be filed by the Debtors with the Bankruptcy Court.

"**Claim**" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"**Closing Date**" means [●], 2025.

"**Closing Date Bridge Refinancing**" has the meaning set forth in Section 4.01(r).

"**Closing Date DIP New Money Term Loans**" has the meaning set forth in Section 2.01(a)(i).

"**Closing Date Roll-Up Loan Syndication**" has the meaning set forth in Section 2.01(b)(i).

"**CME**" means CME Group Benchmark Administration Limited.

"**Code**" means the U.S. Internal Revenue Code of 1986, and the United States Treasury Department regulations promulgated thereunder, as amended from time to time (unless as specifically provided otherwise).

"**Collateral**" means the "DIP Collateral" (as defined in the DIP Orders) and any other assets pledged pursuant to any Collateral Document, but in any event excluding Excluded Assets; provided that with respect to any Non-U.S. Loan Party the requirement to enter into any local law governed Collateral Document shall be subject in all respects to the Agreed Security Principles.

"**Collateral and Guarantee Requirement**" means, at any time, subject to the applicable limitations set forth in this Agreement and the other Loan Documents, the requirements that:

(a) the Administrative Agent shall have received each Collateral Document required to be delivered pursuant to Section 6.11, Section 6.13 or Section 6.25, subject, in each case, to the limitations and exceptions of this Agreement, duly executed by each Loan Party thereto;

(b) all Obligations shall have been guaranteed by (i) Topco, (ii) (A) each Debtor listed on Schedule I hereto by exact legal name, as such name appears in its certificate of incorporation

or any other organizational document and (B) any Subsidiary that becomes a "Debtor" after the Closing Date and (iii) each direct Subsidiary of a Debtor (other than an Excluded Subsidiary) (each, a "**Guarantor**");

(c) the Obligations and the Guaranty shall have been secured by a first-priority security interest (subject to Permitted Liens) in (i) all of the Equity Interests of the Lux Borrower, and (ii) all of the Equity Interests of each wholly owned Subsidiary directly owned by the Lux Borrower or any Subsidiary Guarantor, in each case, (A) including those listed on Schedule II hereto and (B) other than any other Subsidiary with respect to which, as reasonably determined by the Administrative Agent (acting at the Direction of the Required Lenders), the burden or cost or other consequences (including any material and adverse tax consequences) of the pledge of its Equity Interests shall be excessive in view of the benefits to be obtained by the Lenders therefrom or which otherwise constitutes an Excluded Subsidiary; and

(d) the Obligations shall have been secured by a perfected security interest in the Collateral with the priority required by the DIP Orders (subject in all respects to the Carve Out) effected through the provisions of the DIP Orders or the other Collateral Documents, to the extent such security interest may be perfected by virtue of the DIP Orders or by filings of Uniform Commercial Code financing statements or any other applicable method of perfection referred to in this definition;

provided, however, that (i) the foregoing definition shall not require, and the Loan Documents shall not contain any requirements as to, the creation or perfection of pledges of, security interests in, mortgages on, or the obtaining of title insurance, surveys, abstracts or appraisals or taking other actions with respect to any Excluded Assets and (ii) the Liens and Guarantees required to be granted from time to time pursuant to the Collateral and Guarantee Requirement shall be subject to the exceptions and limitations set forth in this Agreement and the Collateral Documents[3].

The Administrative Agent (acting at the Direction of the Required Lenders) (each acting reasonably) may grant extensions of time for the perfection of security interests in particular assets and the delivery of assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties on such date) or any other compliance with the requirements of this definition where it reasonably determines, in consultation with the Borrower, that perfection or compliance cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement, the Collateral Documents or the other Loan Documents (and provided that, with respect to any security interest granted by a Loan Party incorporated in England and Wales, registrations with the Registrar of Companies in England and Wales, shall be effected within 21 days of creating a security interest granted by a Loan Party incorporated in England and Wales pursuant to the U.K. Security Documents).

"**Collateral Documents**" means, collectively, the DIP Orders, the Foreign Security Documents, collateral assignments, security agreements, pledge agreements or other similar agreements delivered to the Administrative Agent pursuant to Article IV, Section 6.11 or Section 6.13 and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Administrative Agent for the benefit of the Secured Parties.

[3] NTD: Deleted Language is duplicative, the liens are subject to the exceptions and limitations set forth in this Agreement and the Collateral Documents; the Agreed Security Principles, the Legal Reservations and the Perfection Requirements and the Guarantee Limitations are all set forth in this Agreement

"**COMI Regulation**" has the meaning set forth in Section 6.20.

"**Commitment**" means an Initial DIP Term Loan Commitment.

"**Commitment Premium**" has the meaning set forth in Section 2.09(e).

"**Committed Loan Notice**" means a written notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other or (c) a continuation of Term SOFR Loans or EURIBOR Loans, as applicable pursuant to Section 1.01(a), which shall be substantially in the form of Exhibit A-1 hereto or such other form as may be approved by the Administrative Agent and agreed by the Borrower (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent and agreed by the Borrower), appropriately completed and signed by a Responsible Officer of the Borrower.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

"**Company**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Company Parties' Advisors**" means the advisors to the Company Parties (as defined in the RSA).

"**Compensation Period**" has the meaning set forth in Section 1.01(c)(ii).

"**Compliance Certificate**" means a certificate substantially in the form of Exhibit C hereto.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Chapter 11 Plan pursuant to section 1129 of the Bankruptcy Code.

"**Conforming Changes**" means, with respect to the use, administration of or any conventions associated with SOFR or any proposed Successor Rate for Term SOFR, any conforming changes to the definitions of "Base Rate", "SOFR", "Term SOFR", "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", "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 reasonable discretion of the Administrative Agent, in consultation with the Borrower, 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 reasonably 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 this Agreement and any other Loan Document).

"**Contingent Obligations**" means, with respect to any Person, any obligation of such person guaranteeing in any manner, whether directly or indirectly, any operating lease (subject, as applicable, to the Election Option), dividend or other obligation that does not constitute Indebtedness (primary obligations) of any other person (the primary obligor), including any obligation of such Person, whether or not contingent: (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor; (b) to advance or supply funds: (i) for the purchase or payment of any such primary obligation; or (ii) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect 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.

"**Control**" has the meaning set forth in the definition of "Affiliate."

"**Controlled Investment Affiliate**" means, as to any Person, any other Person, which directly or indirectly is in control of, is controlled by, or is under common control with such person and is organized by such person (or any person controlling such Person) primarily for making direct or indirect equity or debt investments in the Company and/or other companies.

"**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).

"**Covered Party**" shall have the meaning provided in Section 10.24.

"**Credit Extension**" means a Borrowing.

"**Daily Simple SOFR**" with respect to any applicable determination date means the SOFR published on such date on the Federal Reserve Bank of New York's website (or any successor source).

"**Debtor(s)**" has the meaning set forth in the preliminary statements to this Agreement.

"**Debtor Relief Laws**" means the Bankruptcy Code of the United States and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, scheme of arrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Declined Proceeds**" has the meaning set forth in Section 1.01(b)(viii).

"**Deconsolidation Statement**" has the meaning set forth in Section 6.01(d)(ii).

"**Default**" means any event or condition that constitutes an Event of Default under Section 8.01 or that, with the giving of any notice, the passage of time, or both, in each case, as set forth in this Agreement, without cure or waiver, would be an Event of Default under Section 8.01.

"**Default Rate**" means an interest rate equal to (a) the Base Rate *plus* (b) the Applicable Rate, if any, applicable to Base Rate Loans *plus* (c) 2.0% per annum; provided that with respect to a Term 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* 2.0% per annum, in each case, to the fullest extent permitted by applicable Laws.

"**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.

"**Defaulting Lender**" means, subject to Section 1.01(b), any Lender whose act or failure to act, whether directly or indirectly, causes it to meet any part of the definition of "Lender Default."

"**Definitive Documents**" means, collectively, all documents, instruments, deeds, notifications, agreements, and filings related to the documentation, implementation, and consummation of the Chapter 11 Plan, including, without limitation in each case as defined in the RSA if not defined herein: (a) the Chapter 11 Plan; (b) the Confirmation Order; (c) the Disclosure Statement (and the motions seeking approval thereof); (d) the order of the Bankruptcy Court approving the Disclosure Statement; (e) the Solicitation Materials; (f) the First Day Pleadings and all orders sought pursuant thereto; (g) the Chapter 11 Plan Supplement (including but not limited to any restructuring transactions memorandum and/or schedules to assume, reject or renegotiate executory contracts and unexpired leases); (h) the Loan Documents (including the Approved DIP Budget and each motion filed with the Bankruptcy Court seeking entry of the DIP Orders); (i) the DIP Orders; (j) the MIP Documents; (k) any documents and/or filings with the Bankruptcy Court providing for any key employee incentive and/or retention plan(s); (l) the New Organizational Documents (including any shareholders' or similar agreements and/or any corporate formational documents necessary or desirable to give effect to the Chapter 11 Plan); (m) the Exit Facilities Documents; (n) [reserved]; and (o) any other material pleadings and/or other material documents filed with the Bankruptcy Court; in each case, including any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable). For the avoidance of doubt, all Definitive Documents shall be consistent with the RSA.

"**Delaware Divided LLC**" means a Delaware LLC which has been formed upon the consummation of a Delaware LLC Division.

"**Delaware LLC**" means any limited liability company organized or formed under the laws of the State of Delaware.

"**Delaware LLC Division**" means the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act.

"**DIP Advisors**" means ArentFox Schiff LLP, as counsel to the DIP Agent (the "**DIP Agent Advisor**") and the DIP Lender Advisors (as defined in the Interim Order).

"**DIP Facility**" has the meaning set forth in the preliminary statements to this Agreement.

"**DIP New Money Term Loans**" has the meaning set forth in the preliminary statements to this Agreement.

"**DIP Orders**" means the Interim Order and the Final Order.

"**DIP Proceeds**" has the meaning set forth in Section 8.02.

"**DIP Roll-Up Loan Syndication**" has the meaning set forth in Section 2.01(b)(ii).

"**DIP Roll-Up Term Lender**" means any Person that owns DIP Roll-Up Term Loans and becomes a "lender" hereunder pursuant to Section 2.01(b).

"**DIP Roll-Up Term Loans**" has the meaning set forth in the preliminary statements to this Agreement.

"**DIP Term Loan Claims**" means any Claim that arises under the Loan Documents.

"**DIP Term Loans**" has the meaning set forth in the preliminary statements to this Agreement.

"**DIP (EUR) Borrower**" means the Lux Borrower, the U.S. Borrower and the German Borrower.

"**DIP (USD) Borrower**" means the U.S. Borrower.

"**Direction of the Required Lenders**" means a written direction or instruction from Lenders constituting the Required Lenders which may be in the form of an email or other form of written communication, and which may come from any Lender Advisor delivered in accordance with Section 10.02. Each Required Lender hereby acknowledges and agrees that any such email or other communication from such Lender Advisor shall be conclusively presumed to have been authorized by a written direction or instruction from the Required Lenders and such Lender Advisor shall be conclusively presumed to have acted on behalf of and at the written direction or instruction from the Required Lenders (and the Administrative Agent and Loan Parties shall be entitled to rely on such presumption). For the avoidance of doubt, with respect to each reference herein to (i) documents, agreements or other matters being "satisfactory," "acceptable," "reasonably satisfactory" or "reasonably acceptable" (or any expression of similar import) to the Required Lenders, such determination may be communicated by a Direction of the Required Lenders as contemplated above and any reference to the Administrative Agent making a determination or taking (or omitting to take) an action with the "consent" or at the "direction" or "instruction" of the Required Lenders (or any expressions of similar import) shall be interpreted to include a Direction of the Required Lenders and/or (ii) any matter requiring the consent or approval of, or a determination by, the Required Lenders, such consent, approval or determination may be communicated by a Direction of the Required Lenders as contemplated above. The Administrative Agent and Loan Parties shall be entitled to rely upon, and shall not incur any liability for relying upon, any purported Direction of the Required Lenders, and the Administrative Agent and Loan Parties shall not have any responsibility to independently determine whether such direction has in fact been authorized by the Required Lenders.

"**Disclosure Statement**" means that certain disclosure statement disclosing the terms and conditions of the Chapter 11 Plan, as may be amended, supplemented, or otherwise modified from time-to-time in accordance with the terms of this Agreement and in accordance with, among other things, applicable securities Law, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable Law.

"**Disposition**" or "**Dispose**" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction and any sale or issuance of Equity Interests (other than directors' qualifying shares or other shares required by applicable Law) in a Subsidiary) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"**Disqualified Equity Interests**" means, with respect to any Person, any Equity Interests of such person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event: (a) matures or is mandatorily redeemable for cash or in exchange for Indebtedness pursuant to a sinking fund obligation or otherwise; or (b) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Indebtedness at the option of the holder of the Equity Interests in whole or in part, in each case on or prior to the earlier of: (i) the applicable Maturity Date; or (ii) the date on which there are no Term Loans outstanding; provided that: (A) only the portion of Equity Interests which 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 Equity Interests; and (B) any Equity Interests that would constitute Disqualified Equity Interests solely because the holders thereof have the right to require the Company to repurchase such Equity Interests upon the occurrence of a change of control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock if any such redemption or repurchase obligation is subject to compliance by the relevant person with the covenant

described under Section 7.06; provided, further, that, if such Equity Interests are issued to any future, current or former employee, director, manager, officer, contractor or consultant (or their respective Controlled Investment Affiliates (excluding the Permitted Holders (but not excluding any future, current or former employee, director, officer, manager, contractor or consultant) or immediate family members), of the Company, any of its Subsidiaries, any Parent Entity or any other entity in which the Company or a Subsidiary has an Investment and is designated in good faith as an "affiliate" by the board of directors (or the compensation committee thereof) or any other plan for the benefit of current, former or future employees (or their respective Controlled Investment Affiliates or immediate family members)) of the Company or its Subsidiaries or by any such plan to such employees (or their respective Controlled Investment Affiliates or immediate family members), such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by the Company or its Subsidiaries in order to satisfy applicable statutory, contractual or regulatory obligations.

"**Dollar**" and "**$**" mean lawful money of the United States.

"**Domestic Subsidiary**" means any Subsidiary that is organized under the Laws of the United States, any state thereof or the District of Columbia.

"**Dutch Guarantor**" means a Guarantor incorporated or established under the laws of the Netherlands.

"**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.

"**Election Option**" has the meaning set forth in the definition of "IFRS".

"**Eligible Assignee**" has the meaning set forth in Section 10.07(a)(i).

"**Eligible Prepetition 1L Claims**" means, collectively, the Existing SFA Term Loans, the Existing Facility B2 Loans and the Existing 1L Notes.

"**Enforcement Notice**" has the meaning set forth in Section 8.02.

"**Enforcement Qualifications**" has the meaning set forth in Section 5.04.

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

"**Environmental Laws**" means any applicable Law relating to the prevention of pollution or the protection of the Environment or natural resources, or the protection of human health and safety as it relates

to the exposure to Hazardous Materials, including any applicable provisions of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.* (as it relates to exposure to Hazardous Materials), and the Oil Pollution Act of 1990, 33 U.S.C. § 2701 *et seq.*, and all analogous state or local statutes, and the regulations promulgated pursuant thereto.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of investigation and remediation, fines, penalties or indemnities), related to the Loan Parties or any Subsidiary resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage or treatment of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any legally binding contract, agreement or other consensual arrangement to the extent liability is assumed or imposed with respect to any of the foregoing.

"**Environmental Permit**" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"**Equity Interests**" means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities); provided that any instrument evidencing Indebtedness convertible or exchangeable for Equity Interests shall not be deemed to be Equity Interests unless and until such instrument is so converted or exchanged.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that is under common control with a Loan Party or any Subsidiary within the meaning of Section 414(b) or (c) of the Code or Section 4001 of ERISA (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"**ERISA Event**" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by a Loan Party, any Subsidiary 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; (c) a complete or partial withdrawal by a Loan Party, any Subsidiary or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent (within the meaning of Section 4245 of ERISA) or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (d) a determination that any Pension Plan is in "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (e) the filing of a notice of intent to terminate, the treatment of a Pension Plan or Multiemployer 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; (f) an event or condition which constitutes grounds under Section 4042 of ERISA for, and that could reasonably be expected to result in, the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (g) with respect to a Pension Plan, the failure to satisfy the minimum funding standard of Section 412 or 430 of the Code or Section 302 or 303 of ERISA, whether or not waived; (h) a failure by a Loan Party, any Subsidiary or any ERISA Affiliate to make a required contribution to a

Multiemployer Plan; (i) [the occurrence of a nonexempt prohibited transaction (within the meaning of Section 4975 of the Code or Section 406 of ERISA) with respect to any Plan which could result in liability to a Loan Party or any Subsidiary]; (j) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due under Section 4007 of ERISA, upon a Loan Party, any Subsidiary or any ERISA Affiliate; or (k) a Foreign Benefit Event.

"**Erroneous Payment**" has the meaning set forth in Section 9.15(a).

"**Erroneous Payment Deficiency Assignment**" has the meaning set forth in Section 9.15(d).

"**Erroneous Payment Impacted Class**" has the meaning set forth in Section 9.15(d).

"**Erroneous Payment Recipient**" has the meaning set forth in Section 9.15(a).

"**Erroneous Payment Return Deficiency**" has the meaning set forth in Section 9.15(d).

"**Erroneous Payment Subrogation Rights**" has the meaning set forth in Section 9.15(d).

"**Escrow Agent**" means the Escrow Agent under the Escrow Agreement, which shall initially be WSFS, in its capacity as Escrow Agent.

"**Escrow Agent Fees**" has the meaning set forth in Section 2.09(d).

"**Escrow Agreement**" means an Escrow Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), among the Borrower, the Escrow Agent and the Administrative Agent, for and on behalf of the Lenders, relating to the Loan Proceeds Account.

"**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 Borrowing**" means, as to any Borrowing, the EURIBOR Loans comprising such Borrowing.

"**EURIBOR Interpolated Rate**" means, at any time, with respect to any Borrowing denominated in Euros and for any Interest Period, the rate per annum (rounded to the same number of decimal places as the EURIBOR Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the EURIBOR Screen Rate for the longest period (for which the EURIBOR Screen Rate is available for Euros) that is shorter than the Impacted EURIBOR Rate Interest Period; and (b) the EURIBOR Screen Rate for the shortest period (for which the EURIBOR Screen Rate is available for Euros) that exceeds the Impacted EURIBOR Rate Interest Period, in each case, at such time.

"**EURIBOR Loan**" means a DIP Term Loan, denominated in Euros, that bears interest at a rate based on the EURIBOR Rate.

"**EURIBOR Rate**" means, with respect to any Borrowing denominated in Euros and for any applicable Interest Period, the EURIBOR Screen Rate as of approximately 11:00 a.m. Brussels time two Business Days prior to the commencement of such Interest Period; provided that, if the EURIBOR Screen Rate shall not be available at such time for such Interest Period (an "**Impacted EURIBOR Rate Interest Period**") then the EURIBOR Rate for such Interest Period shall be the EURIBOR Interpolated Rate. If the EURIBOR Rate shall be less than zero, the EURIBOR Rate shall be deemed to be zero.

"**EURIBOR Screen Rate**" means, with respect to any Borrowing denominated in Euros and for any applicable Interest Period, the euro interbank offered rate administered by the European Money Markets Institute (or any other Person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters as of 11:00 a.m. Brussels time two Business Days prior to the commencement of such Interest Period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after consultation with Borrower.

"**Euro**" means lawful currency of any member state of the European Union that has adopted euro as its lawful currency from time to time.

"**Event of Default**" has the meaning set forth in Section 8.01.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Account**" means, means (a) payroll, healthcare and other employee wage and benefit accounts, (b) tax accounts, including, without limitation, sales tax accounts, (c) escrow, defeasance and redemption accounts, (d) fiduciary or trust accounts, (e) disbursement accounts, (f) cash collateral accounts subject to Permitted Liens, and (g) any other accounts, average monthly amounts on deposit in which do not exceed (x) $100,000 individually for each such account under this clause (g) or (y) $250,000 in the aggregate for all such accounts under this clause (g).

"**Excluded Affiliate**" means, with respect to the Administrative Agent or any Agent-Related Person and their respective Affiliates and controlling Persons, any Affiliates that are engaged as principals primarily in private equity investing or venture capital, in each case, other than (x) a limited number of senior employees who are required, in accordance with industry regulations or such Persons' internal policies and procedures to act in a supervisory capacity, and (y) such Persons' internal legal, compliance, risk management, credit or investment committee members.

"**Excluded Assets**" means, after giving effect to the DIP Orders (i) Excluded Factoring Assets (as defined in the DIP Order), except and to the extent set forth in Paragraph 8 of the DIP Order, (ii) Excluded Accounts, (iii) [reserved], (iv) governmental licenses, state or local franchises, charters and authorizations and any other property and assets to the extent that the Administrative Agent may not validly possess a security interest therein under applicable Laws (including, without limitation, rules and regulations of any Governmental Authority or agency) or the pledge of, or creation of a security interest in any asset, which would require governmental, regulatory or third party consent, approval, license or authorization (including compliance with the Federal Assignment of Claims Act or similar statute which, for the avoidance of doubt, shall not be required hereunder or under any other Loan Document), except to the extent such prohibition or limitation is rendered ineffective under the UCC, the Bankruptcy Code or other applicable Law notwithstanding such prohibition, (v) [reserved], (vi) [reserved], (vii) [reserved], (viii) the creation or perfection of pledges of, or security interests in, any property or assets that could reasonably be expected to result in material adverse (other than de minimis consequences) tax consequences or adverse regulatory consequences to Topco, the Company or any of its Subsidiaries, in each case as reasonably determined by the Borrowers and the Administrative Agent (acting at the Direction of the Required Lenders), (ix) any other asset with respect to which, in the reasonable judgment of the Borrower and the Required Lenders, the burden or cost of the creation or perfection of pledges of, or security interests in, any property or assets shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (x) [reserved], (xi) [reserved], (xii) [reserved], (xiii) [reserved], (xiv) [reserved], and (xv) with respect to Non-U.S. Loan Parties, any asset excluded by application of the Agreed Security Principles; provided, however, that

Excluded Assets shall not include (i) any economic value, dividends, distributions and other income, economic interest and economic value, products, proceeds, substitutions or replacements of any Excluded Assets referred to in clauses (i) through (xv) (unless such proceeds, substitutions or replacements would independently constitute Excluded Assets referred to in clauses (i) through (xv)).

"**Excluded Subsidiary**" means (a) any Subsidiary that is prohibited or restricted by applicable Law or by Contractual Obligations existing on the Closing Date, so long as any such Contractual Obligation was not incurred in contemplation of avoiding the obligation to provide a guarantee of the Secured Obligations, from guaranteeing the Secured Obligations or if guaranteeing the Secured Obligations would require governmental (including regulatory) or third party consent, approval, license or authorization or could reasonably be expected to result in adverse tax consequences (other than de minimis consequences) as reasonably determined by the Borrower and the Required Lenders, (b) [reserved], (c) any other Subsidiary with respect to which, in the reasonable judgment of the Borrower and the Required Lenders, the burden or cost of providing a Guarantee shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (d) any not-for-profit Subsidiaries, (e) [reserved], (f) [reserved], (g) [reserved], (h) [reserved], (i) any Subsidiary which, if it were to provide a guarantee of the Secured Obligations, the provision of such guarantee could reasonably be expected to result in adverse tax consequences (other than de minimis consequences) as reasonably determined by the Borrower and the Administrative Agent (acting at the Direction of the Required Lenders), (j) any Subsidiary that is not organized under the laws of a Qualified Jurisdiction and (k) captive insurance Subsidiaries; provided that no Subsidiary shall be an Excluded Subsidiary if such Subsidiary is a Debtor.

"**Excluded Swap Obligation**" means, with respect to any Guarantor, any Swap 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 Swap Obligation (or any Guarantee thereof) is or becomes illegal or unlawful 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 not 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 would otherwise have become effective with respect to such Swap Obligation but for such Guarantor's failure to constitute an "eligible contract participant" at such time.

"**Existing 1L Debt**" has the meaning set forth in the preliminary statements to this Agreement.

"**Existing 1L Notes**" has the meaning set forth in the preliminary statements to this Agreement.

"**Existing 2L Notes**" has the meaning set forth in the preliminary statements to this Agreement.

"**Existing Facility B2 Loans**" has the meaning set forth in the preliminary statements to this Agreement.

"**Existing SFA Revolving Loans**" has the meaning set forth in the preliminary statements to this Agreement.

"**Existing SFA Term Loans**" has the meaning set forth in the preliminary statements to this Agreement.

"**Exit Credit Agreement**" means the credit agreement for the Exit Facility, if any.

"**Exit Facility**" has the meaning set forth in the RSA.

"**Exit Facility Documents**" means the Exit Credit Agreement and any other agreements, documents, and instruments delivered or entered into in connection therewith or with any other Exit Facility contemplated by the RSA, including, without limitation, any guarantee agreements, pledge, and collateral agreements, intercreditor agreements, and other security documents.

"**Factored Receivables**" has the meaning set forth in the definition of "Factoring Program".

"**Factoring Agreements**" means those senior secured syndicated factoring agreements, each [amended as of [•], 2025], by Klöckner Pentaplast Europe GmbH & Go. KG, Klöckner Pentaplast of America, Inc., LINPAC Packaging B.V., LINPAC Packaging Limited, LINPAC Packaging Pontivy S.A.S., LINPAC Packaging Pravia, S.A.U. (collectively the "**Factoring Participants**"), Coface Finanz GmbH and/or Factofrance (each a "**Factor**" and collectively, the "**Factors**") with respect to the Factoring Program and pursuant to terms reasonably satisfactory to the Required Lenders (as amended, restated, supplemented or otherwise modified from time to time on terms reasonably satisfactory to the Required Lenders).

"**Factoring Fees**" means fees and expenses paid pursuant to the Factoring Agreements.

"**Factoring Participants**" has the meaning set forth in the definition of "Factoring Agreements".

"**Factoring Program**" means those certain accounts receivable factoring arrangements whereby the Factoring Participants sell certain accounts receivable (the "**Factored Receivables**") to the Factors and grant liens on the Receivables offered for sale to the Factors but not yet purchased by the Factors to secure the Factoring Participants obligations under the Factoring Agreements.

"**Factoring Repurchase Obligation**" means the obligation of a Factoring Participant to repurchase or otherwise make payments with respect to the Factored Receivables as may be required pursuant to a Factoring Agreement.

"**Factors**" has the meaning set forth in the definition of "Factoring Agreements".

"**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), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any treaty or convention implementing the foregoing and any intergovernmental agreement entered into pursuant to the foregoing, including any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement.

"**FCPA**" has the meaning set forth in Section 5.18(c).

"**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 on the Business Day next succeeding such day; provided that 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.

"**Fee Letter**" means the Administrative Agent Fee Letter and Fronting Fee Letter.

"**Final Draw**" has the meaning set forth in Section 2.01(a).

"**Final Draw Funding Date**" has the meaning set forth in Section 2.01(a).

"**Final Draw Funding Date DIP New Money Term Loans**" has the meaning set forth in Section 2.01(a)(i).

"**Final Draw Funding Date Roll-Up Loan Syndication**" has the meaning set forth in Section 2.01(b)(ii).

"**Final Order**" means the order entered by the Bankruptcy Court approving, among other things, the terms of the DIP Term Loan Facility, the Debtors' entry into the DIP Documents, and the use of Cash Collateral on a final basis.

"**Finance Party**" shall have the meaning assigned to such term in Section 3.01(i)(i).

"**FIRREA**" means the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended.

"**First Day Pleadings**" means the first-day motions and related pleadings that the Debtors determine are necessary or desirable to file upon the commencement of the Chapter 11 Cases.

"**Flood Insurance Laws**" means, collectively, (i) National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"**Foreign Benefit Event**" means, with respect to any Foreign Pension Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable law or in excess of the amount that would be permitted absent a waiver from applicable Governmental Authority; (b) the failure to make the required contributions or payments, under any applicable law, on or before the due date for such contributions or payments; (c) the receipt of a notice by applicable Governmental Authority relating to the intention to terminate 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; (d) the incurrence by any Loan Party or any Subsidiary of a Loan Party of any liability under applicable 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; or (e) the occurrence of any transaction that is prohibited under any applicable law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary of a Loan Party, or the imposition on any Loan Party or any Subsidiary of a Loan Party of any fine, excise tax or penalty resulting from any noncompliance with any applicable law.

"**Foreign Collateral**" means the Collateral.

"**Foreign Pension Plan**" means any Plan that, under applicable law other than the laws of the United States or any political subdivision thereof, is required to be funded through a trust or other funding vehicle, other than a trust or funding vehicle maintained exclusively by a Governmental Authority.

"**Foreign Security Document**" means each Collateral Document executed by a Loan Party in, or governed by the laws of, a jurisdiction other than the United States, any state thereof or the District of Columbia in accordance with the Agreed Security Principles.

"**Foreign Subsidiary**" means any direct or indirect Subsidiary which is not a Domestic Subsidiary.

"**French Consumer Code**" means the *Code de la consommation*.

"**French Guarantor**" means a Guarantor incorporated or established under the laws of France.

"**French Lien**" means any Lien created or evidenced or expressed to be created or evidenced under or pursuant to any French Security Document.

"**French Monetary Code**" means the Code *monétaire et financier*.

"**Fronting Fee Letter**" means that certain letter agreement, dated as of the Closing Date, between the Borrowers and the Fronting Lender, as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time.

"**Fronting Fees**" has the meaning set forth in Section 2.09(c).

"**Fronting Lender**" means Jefferies Capital Services, LLC.

"**FSHCO**" means any direct or indirect Subsidiary of the Company, substantially all of the assets of which consist (directly or indirectly through disregarded entities or partnerships) of: (i) Equity Interests (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes (as determined by the Company)) or (ii) Equity Interests (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes (as determined by the Company)) and indebtedness, in either case of clauses (i) and (ii), in one or more CFCs and/or one or more other FSHCOs.

"**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 business.

"**GAAP**" means generally accepted accounting principles in the United States of America, as in effect from time to time; provided, however, that, subject to Section 1.03, 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 on 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.

"**German Borrower**" has the meaning set forth in the introductory paragraph to this Agreement.

"**German Entity**" means KP Holding Verwaltungs GmbH, KP Holding GmbH & Co KG, KP International Holding GmbH, Klöckner Pentaplast GmbH, Klöckner Pentaplast Verwaltungs GmbH, Klöckner Pentaplast Europe GmbH & Co KG; KP Real Estate GmbH & Co KG; LINPAC Holdings Deutschland GmbH, LINPAC Packaging GmbH and LINPAC Holdings (Northern Europe) GmbH.

"**German Guarantor**" has the meaning set forth in Section 11.08(a).

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative

powers or functions of or pertaining to government (including supra-national bodies such as the European Union or the European Central Bank).

"**Granting Lender**" has the meaning set forth in Section 10.07(d).

"**Group**" means the Company and each of its Subsidiaries from time to time.

"**Guarantee**" means any obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any Indebtedness of any other Person (the "**Primary Obligor**"), including any such obligation, direct or indirect, contingent or otherwise, of such Person, (i) 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 agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or (ii) entered into primarily 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 that the term "*Guarantee*" will not include (i) endorsements for collection or deposit in the ordinary course of business or consistent with past practice; and (ii) standard contractual indemnities or product warranties provided in the ordinary course of business, and provided, further, that the amount of any Guarantee shall be deemed to be the lower of (x) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (y) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee or, if such Guarantee is not an unconditional guarantee of the entire amount of the primary obligation and such maximum amount is not stated or determinable, the amount of such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such person in good faith. The term "*Guarantee*" used as a verb has a corresponding meaning.

"**Guarantee Limitations**" means, in respect of any Guarantor and any payments such Guarantor is required to make in its capacity as a guarantor or as the provider of an indemnity or as debtor of costs or disbursements or with respect to any other payment obligation under this Agreement or any other Loan Document, the limitations and restrictions applicable to such entity pursuant to Section 11.08 and the relevant joinder document applicable to such Guarantor.

"**Guaranteed Obligations**" has the meaning set forth in Section 11.01.

"**Guarantors**" has the meaning set forth in the definition of "Collateral and Guarantee Requirement" and shall include Topco and each Subsidiary of Topco that shall have become a Guarantor pursuant to Section 6.11. For avoidance of doubt, the Borrower in its sole discretion may cause any Subsidiary that is not a Guarantor to Guarantee the Obligations by causing such Subsidiary to execute a joinder to this Agreement in form and substance reasonably satisfactory to the Administrative Agent, and any such Subsidiary shall be a Guarantor, Loan Party and Subsidiary Guarantor hereunder for all purposes.

"**Guaranty**" means, collectively, the guaranty of the Secured Obligations by the Guarantors pursuant to this Agreement.

"**Hazardous Materials**" means all materials, pollutants, contaminants, chemicals, compounds, constituents, substances or wastes, in any form, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, or toxic mold, that are regulated pursuant to, or which could give rise to liability under, applicable Environmental Law based on their dangerous or deleterious properties.

"**IFRS**" means International Financial Reporting Standards (formerly International Accounting Standards) endorsed from time to time by the European Union or any variation thereof with which the Company or the Subsidiaries are, or may be, required to comply, as in effect on the Closing Date or, with respect to the information undertakings described in Article VI, as in effect from time to time; provided that:

(a) except as otherwise set forth in this Agreement, all ratios and calculations based on IFRS (or, as applicable, GAAP) contained in this Agreement shall be computed in accordance with IFRS as in effect on the Closing Date (or, as applicable, GAAP as in effect at the date specified by the Company in its election to adopt GAAP in accordance with clause (c) below);

(b) at any time after the Closing Date, the Company may elect to implement any new measures or other changes to IFRS (or, as applicable, GAAP) in effect on or prior to the date of such election; provided, further, that any such election, once made, shall be irrevocable;

(c) at any time after the Closing Date, the Company may elect to apply GAAP accounting principles in lieu of IFRS and, upon any such election, references herein to IFRS shall thereafter be construed to mean GAAP (except as otherwise provided in this Agreement), including as to the ability of the Company to make an election pursuant to the previous sentence; provided, further, that:

(i) any such election, once made, shall be irrevocable;

(ii) any calculation or determination in this Agreement that require the application of IFRS for periods that include fiscal quarters ended prior to the Company's election to apply GAAP shall remain as previously calculated or determined in accordance with IFRS; provided that the Company may only make such election if it also elects to report any subsequent financial reports required to be made by the Company in accordance with GAAP; and

(d) notwithstanding any of the foregoing or any other provision of this Agreement:

(i) in relation to the making of any determination or calculation under this Agreement, the Company may elect (the "**Election Option**"), from time to time, either (i) to apply IFRS 16 (*Leases*) or (ii) to apply IAS 17 (*Leases*) (or, in either case, the equivalent measure under U.S. GAAP) to the making of such determination or calculation (provided that for the avoidance of doubt, in connection with any determination hereunder which is based upon the calculation of more than one component, all such components shall be calculated on a consistent basis, applying the same accounting standard);

(ii) any adverse impact (from the perspective of the Company) directly or indirectly relating to or resulting from the implementation of IFRS 15 (*Revenue from Contracts with Customers*) and any successor standard thereto (or any equivalent measure under GAAP) shall be disregarded with respect to all ratios, calculations and determinations based upon IFRS to be calculated or made, as the case may be, pursuant to this Agreement (other than, for the avoidance of doubt, the information undertakings described in Article VI and the representations included therein); and

(iii) with respect to the information undertakings described in Article VI and the representations included therein, any exception to the requirement to present financial information on a consolidated basis pursuant to IFRS which may be applicable to the

Company, a member of the Group or other applicable reporting entity from time to time, shall be deemed to be dis-applied.

"**Impacted EURIBOR Rate Interest Period**" has the meaning set forth in the definition of "EURIBOR Rate."

"**Incur**" means issue, create, assume, enter into any Guarantee of, incur, extend or otherwise become liable for; provided that any Indebtedness or Equity Interests 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 Subsidiary at the time it becomes a Subsidiary and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

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

(a) the principal of indebtedness of such person for borrowed money;

(b) the principal of obligations of such person evidenced by bonds, debentures, notes or other similar instruments;

(c) all reimbursement obligations of such person in respect of letters of credit, bankers' acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have not been reimbursed) (except to the extent that such reimbursement obligations relate to trade payables or other obligations that are not themselves Indebtedness and except to the extent that such obligations are satisfied within thirty (30) days of Incurrence);

(d) the principal component of all obligations of such person to pay the deferred and unpaid purchase price of property (except trade payables or similar obligation, including accrued expenses owed, to a trade creditor), which purchase price is due more than one (1) year after the date of placing such property in service or taking final delivery and title thereto;

(e) Capitalized Lease Obligations of such Person;

(f) the principal component of all obligations, or liquidation preference, of such person with respect to any Disqualified Equity Interests or, with respect to any Subsidiary, any preferred Equity Interests (but excluding, in each case, any accrued dividends);

(g) 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 that the amount of such Indebtedness will be the lesser of (x) the fair market value of such asset at such date of determination (as determined in good faith by the Company) and (y) the amount of such Indebtedness of such other Persons;

(h) Guarantees by such person of the principal component of Indebtedness of the type referred to in clauses (a), (b), (c), (d) and (e) above and clause (i) below of other Persons to the extent Guaranteed by such Person; and

(i) to the extent not otherwise included in this definition, net obligations of such person under any Swap Contract (the amount of any such obligations to be equal at any time to the net payments under such agreement or arrangement giving rise to such obligation that would be payable by such person at the termination of such agreement or arrangement),

with respect to paragraphs (a), (b), (d) and (e) above, if and to the extent that any of the foregoing Indebtedness (other than letters of credit described in clause (e) above and Swap Contracts) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such person prepared in accordance with IFRS; provided that Indebtedness of any Parent Entity appearing upon the balance sheet of the Company prepared on the basis of IFRS shall be excluded.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amount of funds borrowed and then outstanding. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

(a) Contingent Obligations Incurred in the ordinary course of business or consistent with past practice, other than Guarantees or other assumptions of Indebtedness;

(b) Cash Management Services;

(c) (a) any lease, concession or license of property (or Guarantee thereof) in place, effect or outstanding on the Closing Date, which would be considered an operating lease under IAS 17 (*Leases*) and (b) any lease, concession or license of property (or Guarantee thereof) incurred after the Closing Date which would, in accordance with the Election Option if the Company elects to apply IAS 17 (*Leases*), be considered an operating lease or any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practice;

(d) obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) incurred prior to the Closing Date or in the ordinary course of business or consistent with past practice;

(e) in connection with the purchase by the Company or any Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; provided that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid in a timely manner;

(f) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes;

(g) [reserved];

(h) Indebtedness of any Parent Entity appearing on the balance sheet of the Company solely by reason of push down accounting under IFRS;

(i) Equity Interests (other than Disqualified Equity Interests of the Company and preferred Equity Interests of a Subsidiary);

(j) amounts owed to dissenting stockholders pursuant to applicable law (including in connection with, or as a result of, exercise of appraisal rights and the settlement of any claims or action (whether actual, contingent or potential)), pursuant to or in connection with a consolidation, merger or transfer of all or substantially all of the assets of the Company and the Subsidiaries, taken as a whole, that complies with the covenants in Section 7.04 and/or Section 7.05 (as applicable);

(k) [reserved];

(l) any joint and several liability or any netting or set-off arrangement arising in each case by operation of law as a result of the existence or establishment of a fiscal unity or any analogous arrangement in any other jurisdiction of which the Company or any Subsidiary is or becomes a member;

(m) any liability pursuant to or in connection with section 8a of the German Old- Age Part Time Act (*Altersteilzeitgesetz*) or section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*);

(n) non-interest bearing instalment obligations Incurred in the ordinary course of business that are not more than one hundred and twenty (120) days past due and any accrued expenses and trade payables; and

(o) (A) guarantees, letters of credit (to the extent not drawn or satisfied within sixty (60) days of such drawing) or similar instruments in respect of any leases or provided to suppliers in the ordinary course of business (or provided to credit insurers relating to ordinary course of business payables of the Company and its Subsidiaries) or (B) other Indebtedness in respect of standby letters of credit, performance bonds or surety bonds provided by the Company or any Subsidiary in the ordinary course of business to the extent such letters of credit or bonds are not drawn upon or, if and to the extent drawn upon are honored in accordance with their terms and if, to be reimbursed, are reimbursed no later than the fifth Business Day following receipt by such Person of a demand for reimbursement following payment on the letter of credit or bond.

"**Indemnified Liabilities**" has the meaning set forth in Section 10.05.

"**Indemnified Taxes**" means, with respect to any Recipient, all Taxes imposed on or required to be withheld or deducted from or with respect to payments under the Loan Documents other than (i) any Taxes imposed on or measured by its net income, however denominated, and franchise (and similar) Taxes imposed on it in lieu of net income Taxes, (a) imposed by a jurisdiction as a result of such recipient being organized in or having its principal office or applicable lending office in such jurisdiction, or (b) as a result of any present or former connection between such Recipient and such jurisdiction other than any connections arising solely from executing, delivering, being a party to, engaging in any transactions pursuant to, performing its obligations under, receiving payments under, or enforcing, any Loan Document, (ii) any Taxes attributable to the failure by or inability of such Recipient to deliver the documentation required to be delivered pursuant to Section 3.01(d) (including under Section 9.13 as referenced in Section

3.01(d)(iii)) and Section 3.01(e), (iii) any branch profits Taxes imposed by the United States under Section 884(a) of the Code or any similar Tax imposed by any other jurisdiction in which such Recipient is located, (iv) in the case of a Lender, any withholding Tax that is in effect and would apply to amounts payable hereunder at such time the Lender becomes a party to this Agreement, or designates a new Lending Office, except to the extent such Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower or any Guarantor with respect to such withholding Tax pursuant to Section 3.01, (v) Taxes imposed under the Luxembourg law of 23 December 2005, as amended, (vi) any withholding Taxes imposed under FATCA and (vii) any Taxes imposed because the Recipient of the payment is a Non-Cooperative Jurisdiction Resident Party.

"**Indemnitees**" has the meaning set forth in Section 10.05.

"**Independent Financial Advisor**" means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

"**Information**" has the meaning set forth in Section 10.08.

"**Initial DIP Term Loan Commitment**" means, as to each Lender, its obligation to make DIP New Money Term Loans to the Borrower pursuant to Section 2.01(a) in an aggregate amount not to exceed the amount set forth opposite such Lender's name in Schedule 1.01A under the caption "Initial DIP Term Loan Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate amount of the Initial DIP Term Loan Commitments as of the Closing Date is €349,100,000 (which total, for the avoidance of doubt, does not include the Backstop Premium, the Commitment Premium, or the Steerco Premium, in each case Paid in Kind on the Closing Date pursuant to the terms of this Agreement).

"**Intercompany Note**" means a promissory note substantially in the form of Exhibit E.

"**Insolvency Regulation**" means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

"**Interest Payment Date**" means, (a) as to any Term SOFR Loan and EURIBOR Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the DIP Facility under which such Loan was made; and (b) as to any Base Rate Loan, the last Business Day of each calendar month and the Maturity Date of the DIP Facility under which such Loan was made.

"**Interest Period**" means, as to each Term SOFR Loan and EURIBOR Loan, the period commencing on the date such Term SOFR Loan or EURIBOR Loan is disbursed or converted to or continued as a Term SOFR Loan or and EURIBOR Loan as applicable and ending on the date one month thereafter; 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 applicable Maturity Date.

"**Interim Order**" means the order entered by the Bankruptcy Court approving, among other things, the terms of the DIP Facility, the Debtors' entry into the DIP Documents, and the use of Cash Collateral on an interim basis.

"**Investment**" means, with respect to any Person, all investments by such person in other Persons (including Affiliates) in the form of advances, loans or other extensions of credit (other than advances or extensions of credit to customers, suppliers, directors, managers, officers or employees of any person in the ordinary course of business or consistent with past practice, and 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 the Incurrence of a Guarantee of any obligation of, or any purchase or acquisition of Equity Interests, Indebtedness or other similar instruments issued by, such other Persons and all other items that are or would be classified as investments on a balance sheet prepared on the basis of IFRS; provided that endorsements of negotiable instruments and documents in the ordinary course of business or consistent with past practice will not be deemed to be an Investment.

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced (at the Company's option) by any dividend, distribution, interest payment, return of capital, repayment or other amount or value received in respect of such Investment.

"**IP Rights**" has the meaning set forth in Section 5.15.

"**Judgment Currency**" has the meaning set forth in Section 10.19.

"**Junior Financing**" has the meaning set forth in Section 7.13(a).

"**Junior Financing Documentation**" means any documentation governing any Junior Financing.

"**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 DIP Term Loans, in each case as extended in accordance with this Agreement from time to time.

"**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, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"**Legal Reservations**" means (a) the principle that certain remedies (including equitable remedies and remedies that are analogous to equitable remedies in the applicable jurisdiction) may be granted or refused at the discretion of the court, the principles of reasonableness and fairness, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganization, court schemes, moratoria, administration, examinership and other laws generally affecting the rights of creditors and secured creditors and similar principles or limitations under the laws of any applicable jurisdiction, (b) applicable Debtor Relief Laws, (c) the time barring of claims under applicable limitation laws and defenses of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for or to

indemnify a person against non-payment of stamp duty may be void and defenses of set-off, counterclaim or acquiescence and similar principles or limitations under the laws of any applicable jurisdiction, (d) the principle that in certain jurisdictions and under certain circumstances a Lien granted by way of fixed charge may be re-characterized as a floating charge or that security purported to be constituted as an assignment may be re-characterized as a charge, (e) the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void, (f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant, (g) the principle that the creation or purported creation of collateral over any claim, other right, contract or agreement which is subject to a prohibition on transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach of the contract or agreement (or contract or agreement relating to or governing the claim or other right) over which security has purportedly been created, (h) the possibility that a court may strike out a provision of a contract for rescission or oppression, undue influence or similar reason, (i) the principle that a court may not give effect to any parallel debt provisions, covenants to pay or other similar provisions, (j) the principle that certain remedies in relation to regulated entities may require further approval from government or regulatory bodies or pursuant to agreements with such bodies, (k) the principles of private and procedural laws which affect the enforcement of a foreign court judgment, (l) similar principles, rights and defences under the laws of any relevant jurisdiction (m) any other matters which are set out as qualifications or reservations (however described) in any legal opinion delivered pursuant to the Loan Documents and (n) the accessory nature of certain German law governed security.

"**Lender**" has the meaning set forth in the introductory paragraph to this Agreement and includes (a) the Fronting Lender, (b) the Persons listed on Schedule 2.01, (c) any other Person that shall become a party hereto as a "lender" pursuant to Section 10.04, including, without limitation, any other Person that shall become a Lender hereto as a result of purchasing DIP New Money Term Loans in accordance with the Syndication pursuant to Section 2.01, (d) any DIP Roll-Up Term Lender and (e) each Person that becomes a party hereto as a "lender" pursuant to the terms of Section 2.04.

"**Lender Advisors**" means, other than with respect to the Fronting Lender who may retain its own counsel, Gibson, Dunn & Crutcher LLP, legal counsel to the Lenders, and Houlihan Lokey UK Limited, as investment banker to the Lenders.

"**Lender Default**" means (i) the failure of any Lender to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute; (ii) the notification by a Lender to the Borrower or the Administrative Agent that such Lender does not intend or expect to comply with any of its funding obligations hereunder or a public statement by a Lender to that effect with respect to such Lender's funding obligations hereunder; (iii) the failure by a Lender to confirm in a manner reasonably satisfactory to the Administrative Agent that such Lender will comply with such Lender's obligations hereunder; (iv) the admission in writing by a Distressed Person that it is insolvent or such Distressed Person becoming subject to a Lender-Related Distress Event; or (v) a Lender has become the subject of a Bail-In Action.

"**Lender-Related Distress Event**" means, with respect to any Lender, that such Lender or any Person that directly or indirectly controls such Lender (each, a "**Distressed Person**"), as the case may be, is or becomes subject to a voluntary or involuntary case with respect to such Distressed Person under any debt relief law, or a custodian, conservator, receiver, or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, or such Distressed Person, or any Person that directly or indirectly controls such Distressed Person is subject to a forced liquidation, or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Person or its assets to be, insolvent or bankrupt; provided that a Lender-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any Equity Interests in any Lender or any

Person that directly or indirectly controls such Lender by a Governmental Authority or an instrumentality thereof, so long as such Lender or such person that directly or indirectly controls such Lender is not immune to the jurisdiction of any applicable court in the United States or immune to the enforcement of judgments of such courts or from the enforcement of judgments or writs of attachment on its assets or permit such Lender or Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Lender or Person.

"**Lending Office**" means, as to any Lender, such office or offices of such Lender described in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent, which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires, each reference to a Lender shall include its applicable Lending Office.

"**Liability Management Transaction**" means (a) any restructuring, reorganization, rescheduling, recapitalization, reduction, cancellation, termination, elimination, refinancing, retirement, exchange, repurchase or defeasance of any existing Indebtedness of any Loan Party or any Subsidiary with any other Indebtedness or preferred Equity Interests (or the proceeds of any other Indebtedness or preferred Equity Interests) that is contractually, structurally or temporally senior (including as to right of payment, Lien priority or additional collateral) to any of the Loans in any manner (including, for the avoidance of doubt, through any incurrence of Indebtedness or issuance of preferred Equity Interests by any Subsidiary or an Affiliate that is not a Loan Party, whether or not such Person owns any assets or property), (b) any transaction or series of transactions that would have the effect of reducing the value of any of the Collateral or disadvantaging any of the Lenders in respect of their rights as creditors relative to other creditors or holders of Equity Interests or Equity Interest equivalents and (c) any other transaction that has an effect consistent with any of the foregoing, in each case without the consent of each Lender; provided that, for the avoidance of doubt, the Chapter 11 Plan shall not constitute a Liability Management Transaction.

"**Lien**" means any mortgage, pledge, hypothecation, collateral assignment, security deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Property, and any Capitalized Lease Obligations having substantially the same economic effect as any of the foregoing). For the avoidance of doubt, "Lien" shall be deemed to not include any license or other contractual obligation relating to any IP Rights.

"**Liquidity**" means the aggregate of (a) all freely available Cash and Cash Equivalents of Topco and any of its Subsidiaries, and (b) all amounts available to Topco and any of its Subsidiaries on a committed basis for utilization under any facility which are available to be drawn in cash.

"**Liquidity Test Date**" means Friday of each calendar week following the Closing Date.

"**Loan Documents**" means, collectively, (i) this Agreement (including the Schedules hereto), (ii) the DIP Orders, (iii) the Notes, (iv) the Collateral Documents, (v) any amendment or joinder to this Agreement and (vi) each other agreement that the Borrower and the Administrative Agent (acting at the Direction of the Required Lenders) (or the Required Lenders) designate in writing as a Loan Document.

"**Loan Parties**" means, collectively, the Borrower and each Guarantor.

"**Loan Proceeds Account**" means an escrow account with the Escrow Agent into which the proceeds of the DIP Term Loans shall be deposited and retained subject to withdrawal thereof by the Borrower pursuant to a Withdrawal Notice in accordance with Section 4.03 and the Escrow Agreement.

"**Loans**" means an extension of credit under Article II by a Lender to the Borrower (including any DIP Term Loans).

"**Lux Borrower**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Luxembourg**" means the Grand Duchy of Luxembourg.

"**Luxembourg Civil Code**" means the Luxembourg Code civil.

"**Luxembourg Loan Parties**" means the Lux Borrower and each Luxembourg Guarantor, and "Luxembourg Loan Party" means any of them.

"**Luxembourg Guarantor**" means a Guarantor formed, incorporated or existing in Luxembourg.

"**Management Stockholders**" means the current or former officers, directors, employees and other members of the management of, or consultants to, any Parent Entity, the Company or any of their respective Subsidiaries or spouses, family members or relatives thereof, or any of the foregoing, or any of their heirs, executors, successors and legal representatives, who at any date beneficially own or have the right to acquire, directly or indirectly, Equity Interests of the Company or any Parent Entity or participate in an employee arrangement that tracks equity value and is designed to distribute amounts based on a sale, share repurchase, dividend or other shareholder exit event.

"**Margin Stock**" has the meaning assigned to such term in Regulation U of the Board of Governors of the United States Federal Reserve System, or any successor thereto.

"**Master Agreement**" has the meaning set forth in the definition of "Swap Contract."

"**Master Consent to Assignment**" means that certain Master Consent to Assignment, dated as of the Closing Date, among the Borrowers, the Administrative Agent and the Fronting Lender

"**Material Adverse Effect**" means a material adverse effect on (i) the business, financial condition or results of operations of the Loan Parties and their Subsidiaries, taken as a whole (excluding the filing of the Chapter 11 Cases, the events and conditions related and/or leading up thereto as disclosed in the such declaration and the effects thereof and any action required to be taken under the Loan Documents or under the DIP Orders), (ii) the validity or enforceability of any of the Loan Documents or the rights and remedies of the Administrative Agent and the Lenders thereunder, or (iii) any material portion of the Collateral or the Administrative Agent's liens on any material portion of the Collateral.

"**Material Non-Public Information**" means information which is (a) not publicly available, (b) material with respect to Topco and its Subsidiaries or their respective securities for purposes of United States federal and state securities laws and (c) not of a type that would be customarily publicly disclosed in connection with any issuance by Topco or any of its Subsidiaries of debt or equity securities issued pursuant to a public offering, a Rule 144A offering or other private placement where assisted by a placement agent.

"**Material Property**" has the meaning set forth in Section 7.07.

"**Maturity Date**" the earliest of (i) the date that is nine months after the Closing Date, (ii) the date on which all Loans are accelerated and all unfunded Commitments (if any) have been terminated in accordance with this Agreement, by operation of law or otherwise, (iii) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a chapter 7 liquidation or the dismissal of the chapter 11 case of any Debtor, (iv) the closing of any sale of assets pursuant to Section 363 of the U.S. Bankruptcy Code,

which when taken together with all other sales of assets since the Closing Date, constitutes a sale of all or substantially all of the assets of the Loan Parties and (v) the Chapter 11 Plan Effective Date.

"**Maximum Rate**" has the meaning set forth in Section 10.10.

"**Milestones**" has the meaning set forth in Section 6.21.

"**MIP Documents**" mean such agreements, instruments, and documents as may be reasonably desired or necessary to implement a management incentive plan, to be filed with the Chapter 11 Plan Supplement.

"**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 a Loan Party, any Subsidiary of a Loan Party or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding six plan years, has made or been obligated to make contributions.

"**Net Proceeds**" means:

(a) 100% of the cash proceeds actually received by a Loan Party or any of its Subsidiaries (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise and including casualty insurance settlements and condemnation awards, but in each case only as and when received) from any Disposition or Casualty Event, net of (i) attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees and expenses actually incurred in connection therewith, (ii) the principal amount of any Indebtedness that is secured by a Lien (other than a Lien subordinated to the Liens securing the Obligations on the asset subject to such Disposition or Casualty Event or that is owed by a Subsidiary that is not a Loan Party and that is required to be repaid in connection with such Disposition or Casualty Event (other than Indebtedness under the Loan Documents)), together with any applicable premium, penalty, interest and breakage costs, (iii) in the case of any Disposition or Casualty Event by a non-wholly owned Subsidiary, the pro rata portion of the Net Proceeds thereof (calculated without regard to this clause (iii)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any wholly owned Subsidiary as a result thereof), (iv) Taxes paid or reasonably estimated to be payable or, without duplication, permitted to be paid as a result thereof and (v) the amount of any reasonable reserve established in accordance with IFRS (or GAAP) against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clause (i) above) (x) related to any of the applicable assets and (y) retained by the Borrower or any of the Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Proceeds of such Disposition or Casualty Event occurring on the date of such reduction); provided that, solely with respect to intercompany transfers permitted by this Agreement that constitute purchases or sales of goods and services in the ordinary course of business and consistent with past practices, no proceeds realized in a single transaction or series of related transactions shall constitute Net Proceeds, and

(b) 100% of the cash proceeds from the incurrence, issuance or sale by the Borrower or any of the Subsidiaries of any Indebtedness, net of all Taxes paid or reasonably estimated to be payable as a result thereof and fees (including investment banking fees and discounts), commissions, costs and other expenses, in each case incurred in connection with such issuance or sale.

"**New Organizational Documents**" means the documents providing for the corporate governance of the Reorganized Debtors, including any charters, bylaws, operating agreements, or other organizational documents or shareholder's agreements, as applicable, which shall be consistent with section 1123(a)(6) of the Bankruptcy Code, as applicable.

"**Non-Cooperative Jurisdiction**" shall mean a non-cooperative tax jurisdiction (*nicht kooperatives Steuerhoheitsgebiet*) within the meaning of the German Defence against Tax Havens Act (*Gesetz zur Abwehr von Steuervermeidung und unfairem Steuerwettbewerb (Steueroasen-Abwehrgesetz)*) and the respective legislative decree (*Rechtsverordnung*), each as amended, supplemented or restated.

"**Non-Cooperative Jurisdiction Resident Party**" shall mean a party to this Agreement that is resident in a Non-Cooperative Jurisdiction.

"**Non-Defaulting Lender**" means, at any time, a Lender that is not a Defaulting Lender.

"**Non-U.S. Loan Party**" means any Loan Party incorporated, organized or otherwise formed under the laws of a jurisdiction other than the United States or any state or territory thereof.

"**Note**" means a Term Note.

"**Notice of Loan Prepayment**" means a notice of prepayment with respect to a Loan, which shall be substantially in the form of Exhibit D-2 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), appropriately completed and signed by a Responsible Officer.

"**Notice Period**" has the meaning set forth in Section 8.02.

"**Obligations**" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party and its Subsidiaries arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Subsidiary of a Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include (a) the obligation (including guarantee obligations) to pay principal, interest, reimbursement obligations, charges, expenses, fees, premiums, Attorney Costs, indemnities and other amounts payable by any Loan Party under any Loan Document and (b) the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing that any Lender may elect to pay or advance on behalf of such Loan Party in accordance with the terms of the Loan Documents; provided that Obligations of any Guarantor shall not include any Excluded Swap Obligations solely of such Guarantor.

"**Obligors' Agent**" means the Company or such other person appointed to act on behalf of each Obligor in relation to the Loan Documents pursuant to Section 1.11.

"**OFAC**" has the meaning set forth in Section 5.18(b).

"**Offered New Money DIP Term Loans**" has the meaning set forth in the Syndication Procedures.

"**OID**" means original issue discount.

"**Organization Documents**" means, (a) 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 and in relation to a Spanish Guarantor a literal excerpt (*certificación literal*) issued by the relevant Spanish Commercial Registry); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) 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, if applicable, any certificate or articles of formation or organization of such entity.

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

"**Other Taxes**" means any and all present or future non-excluded stamp, court or documentary, intangible, recording, filing or similar Taxes and any other excise, property, intangible or mortgage recording Taxes, imposed by any Governmental Authority, which arise from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document to the extent not otherwise included in Indemnified Taxes, excluding, in each case, (i) Assignment Taxes and (ii) any Luxembourg registration duties (*droits d'enregistrement*) payable in the case of voluntary registration of any Loan Document by a Recipient with the *Administration de l'Enregistrement des Domaines et de le TVA* in Luxembourg when such registration is not reasonably required to enforce the rights of that Recipient under the Loan Document.

"**Outstanding Amount**" means with respect to the DIP Term Loans on any date, the outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of DIP Term Loans occurring on such date.

"**Overnight Rate**" means, for any day, with respect to any amount denominated in Dollars, the greater of the Federal Funds Rate and an overnight rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

"**Paid in Kind**" as used with respect to payment of any accrued interest on any Loan, or the payment of any fee, any premium, or any other amount hereunder that is expressly specified as being required to or permitted to be Paid in Kind (or payable in kind, capitalized or similar) (including any PIK Interest, the Backstop Premium, the Commitment Premium or the Steerco Premium) (the applicable interest, fee, premium or other amount, the "**Reference Obligation**"), means that such Reference Obligation shall (automatically, by operation of the terms hereof, without the requirement for any Person to take any action or cause anything to be done in order to effectuate such payment), be deemed paid at 12:01 a.m. on the due date therefor, by deeming the Dollar amount of such Reference Obligation to be automatically capitalized as an equivalent principal amount of the DIP Term Loans due in respect of (as

determined in accordance with this Agreement), and, accordingly, such amount shall be compounded onto, and added to the aggregate principal amount of the DIP Term Loans outstanding immediately prior to such payment, such that, immediately after giving effect to the payment of the applicable Reference Obligation as described herein, the aggregate outstanding principal amount of the DIP Term Loans shall include the amount of such Reference Obligation. For the avoidance of doubt, without limiting the foregoing, (a) with respect to any Reference Obligation owing with respect to any DIP Term Loans, once such Reference Obligation has been Paid in Kind in accordance with the foregoing, the amount of such Reference Obligation shall constitute, for all purposes hereunder, DIP Term Loans incurred as of such time, which shall thereupon accrue interest in accordance with Section 2.08 and (b) the aggregate principal amount of DIP Term Loans outstanding as of any time shall be calculated to include (without duplication) (i) the original principal amount thereof, (ii) the aggregate amount of PIK Interest through the time of determination and the amount of the Backstop Premium, the Commitment Premium and the Steerco Premium and (iii) any other amounts previously Paid in Kind hereunder.

"**Parent Entity**" means, with respect to the Company, any direct or indirect parent of the Company and with respect to any other Person, any direct or indirect parent of such Person.

"**Participant**" has the meaning set forth in Section 10.07(e).

"**Participant Register**" has the meaning set forth in Section 10.07(e).

"**Participating DIP Term Lender**" has the meaning set forth in the Syndication Procedures in substantially final form delivered prior to the Closing Date pursuant to Section 4.01(u) or, if delivered after the Closing Date, in the final form delivered pursuant to Section 2.04.

"**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 and is sponsored or maintained by any Loan Party, any Subsidiary or any ERISA Affiliate or to which any Loan Party, any Subsidiary or any ERISA Affiliate contributes or has an obligation to contribute, or has made or been obligated to make contributions at any time during the immediately preceding six plan years.

"**Perfection Requirements**" means, the making or the procuring of the appropriate registrations, filing, endorsements, notarization, stampings and/or notifications of or under the Collateral Documents and/or the security created thereunder and any other actions or steps, necessary in any jurisdiction or under any laws or regulations in order to create or perfect any security or the Collateral Documents or to achieve the relevant priority expressed therein, in each case, that are required under the Collateral Documents.

"**Permitted Collateral Liens**" means Liens on the Collateral:

(a) that are described in one or more of paragraphs (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (n), (o), (p), (q), (r), (v), (x), (y), (z), (aa), (bb), (ff), (hh), (jj), (kk), (nn), (oo), (pp), (qq), (ss), (tt) and (to the extent that it applies to one of the foregoing paragraphs) (rr) of the definition of "*Permitted Liens*", Liens arising by operation of law or Liens that would not materially interfere with the ability of the Administrative Agent to enforce the security interests in the Collateral; and

(b) to secure all obligations (including paid-in-kind interest) in respect of:

(i) the obligations under the Loan Documents;

(ii) with respect to the portion of the Collateral that also secures the Indebtedness described under Section 7.03**Error! Reference source not found.Error! Reference source not found.**, which shall be subordinated in priority to the Liens securing the Obligations under the Loan Documents;

(iii) [reserved]; and

(iv) Indebtedness described under Section 7.03**Error! Reference source not found.Error! Reference source not found.**, to the extent that such Guarantee is in respect of Indebtedness otherwise permitted to be secured by a Permitted Collateral Lien;

(v) [reserved]; and

(vi) Indebtedness described under Section 7.03**Error! Reference source not found.Error! Reference source not found.** (other than with respect to Capitalized Lease Obligations); or

(vii) any Refinancing Indebtedness in respect of Indebtedness referred to in paragraphs (i) to (vi) above;

provided that for purposes of determining compliance with this definition, in the event that a Permitted Collateral Lien meets the criteria of more than one of the categories of Permitted Collateral Liens described in paragraphs (a) and **Error! Reference source not found.** above, the Company will be permitted to classify such Permitted Collateral Lien on the date of its incurrence and reclassify such Permitted Collateral Lien at any time and in any manner that complies with this definition.

"**Permitted Deviations**" has the meaning set forth in Section 10.07(e)

"**Permitted Holders**" means, collectively:

(a) the Sponsor and the Management Stockholders;

"**Permitted Investment**" means (in each case, by the Company or any of the Subsidiaries):

(a) Investments:

(i) by any Loan Party in any other Loan Party (including the Equity Interests of a Subsidiary) or the Company;

(ii) by any Subsidiary that is not a Loan Party in any other Subsidiary that is also not a Loan Party; or

(iii) by any Loan Party in any Subsidiary that is not a Loan Party; provided that (x) such Investment is specifically set forth on a line-item basis in the Approved DIP Budget, (y) no such Investments made pursuant to this clause (iii) in the form of intercompany loans governed by U.S. law shall be evidenced by a promissory note unless such promissory note is pledged to the Administrative Agent and (z) all such Indebtedness of any Loan Party owed to any Subsidiary that is not a Loan Party shall be unsecured and subordinated to the Obligations pursuant the Intercompany Note or on subordination terms substantially consistent with the terms of the Intercompany Note;

(b) Investments existing on the Petition Date;

(c) Investments in cash or Cash Equivalents;

(d) Investments in receivables owing to the Company or any Subsidiary created or acquired in the ordinary course of business or consistent with past practice;

(e) Investments in payroll, travel, relocation, entertainment, moving related 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 or consistent with past practice;

(f) [reserved];

(g) Investments in Equity Interests, obligations or securities received in settlement of debts created in the ordinary course of business or consistent with past practice and owing to the Company or any Subsidiary or in exchange for any other Investment or accounts receivable held by the Company or any such Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(h) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, or through the provision of any services including a Disposition;

(i) [reserved];

(j) Investments in Swap Contracts, which transactions or obligations are Incurred in compliance with Section 7.03;

(k) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or Liens otherwise described in the definition of "*Permitted Liens*" or made in connection with Liens permitted by the covenant described under Section 7.01;

(l) [reserved];

(m) any transaction to the extent constituting an Investment that is permitted and made in accordance with the provisions of Section 7.08(b) (except those described in clauses (i), (iii), (vi), (vii) and (viii) thereof);

(n) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property, in any case, in the ordinary course of business or consistent with past practices, and in accordance with this Agreement;

(o) any:

(i) Guarantees of Indebtedness not prohibited by the covenant described under Section 7.03 and (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business; and

(ii) performance guarantees with respect to obligations that are not prohibited by this Agreement;

(p) [reserved];

(q) [reserved];

(r) Investments consisting of licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons, in the ordinary course of business and consistent with past practice;

(s) contributions to a "*rabbi*" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Company;

(t) [reserved];

(u) [reserved];

(v) [reserved];

(w) Investments (i) arising in connection with the Factoring Program and (ii) constituting distributions or payments of Factoring Fees and purchases of Factored Receivables pursuant to the Factoring Agreements;

(x) Investments in connection with the Transaction;

(y) [reserved];

(z) [reserved];

(aa) guaranty and indemnification obligations arising in connection with surety bonds issued in the ordinary course of business or consistent with past practice;

(bb) Investments consisting of purchases and acquisitions of real property, any other assets or services in the ordinary course of business or consistent with past practice or made in the ordinary course of business or consistent with past practice in connection with obtaining, maintaining or renewing customer or client contacts and loans or advances made to distributors in the ordinary course of business; or consistent with past practice;

(cc) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business or consistent with past practice;

(dd) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection of deposit and Article 4 customary trade arrangements with customers consistent with past practices;

(ee) [reserved];

(ff) [reserved];

(gg) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property or Investments in customers in respect of any such purchases and acquisitions, in any case, in the ordinary course of business and otherwise in accordance with this Agreement; and

(hh) Investments in the ordinary course of business made with, or received from or in exchange for, (i) the licensing or use of intangible assets; provided that the Company and its Subsidiaries maintain the ownership of such intangible assets without the need to pay consideration to use such assets or (ii) the provision of management, advisory, sales, marketing and/or other similar services.

"**Permitted Liens**" means, with respect to any Person:

(a) Liens on assets or property of a Subsidiary (including the Equity Interests of such Subsidiary) that is not a Guarantor securing Indebtedness and other Obligations of any Subsidiary that is not a Guarantor;

(b) pledges, deposits or Liens under workmen's compensation laws, old-age-part-time arrangements, payroll taxes, unemployment insurance laws, social security laws or similar legislation (including any Liens given pursuant to section 8a of the German Old Age Employees Part Time Act (*Altersteilzeitgesetz*) or section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*)), or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements) or pension related liabilities and obligations, or in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure the performance of bids, trade contracts, government contracts and leases, statutory obligations, surety, stay, indemnity, judgment, customs, appeal or performance bonds, guarantees of government contracts, return-of-money bonds, bankers' acceptance facilities (or other similar bonds, instruments or obligations), obligations in respect of letters of credit, bank guarantees or similar instruments that have been posted to support the same, or as security for contested taxes or import or customs duties or for the payment of (or obligations of credit insurers with respect thereof) rent, or other obligations of like nature, in each case Incurred in the ordinary course of business; or consistent with past practice;

(c) Liens with respect to outstanding motor vehicle fines and Liens imposed by law, including carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's, construction contractors' or other like Liens (including, for the avoidance of doubt, any landlord's pledge (*Vermieterpfandrecht*) arising by operation of law under a lease in favor of the relevant third party landlord), in each case for sums not yet overdue for a period of more than sixty (60) days or that are bonded or being contested in good faith by appropriate proceedings;

(d) Liens for Taxes, assessments or governmental charges which are not overdue for a period of more than thirty (30) days or which are being contested in good faith by appropriate proceedings (provided that appropriate reserves required pursuant to IFRS (or other applicable accounting principles) have been made in respect thereof) or for Taxes the nonpayment of which is excused, permitted, or required by the Bankruptcy Code;

(e) encumbrances, charges, ground leases, easements (including reciprocal easement agreements), survey exceptions, restrictions, encroachments, protrusions, by-law, regulation, zoning restrictions 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 minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Company and the Subsidiaries or to the ownership of their properties, including servicing agreements, development agreements, site plan agreements, subdivision agreements, facilities sharing agreements, cost sharing agreements and other agreements, which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Company and the Subsidiaries, including, for the avoidance of doubt (i) ground leases entered into by the Company or any of its Subsidiaries in connection with any development, construction, operation or improvement of assets on any real property owned by the Company or any of its Subsidiaries (and any Liens created by the lessee in connection with any such ground lease, including easements and rights of way, or on any of its assets located on the real property subject to such ground lease) and (ii) leases, licenses, subleases and sublicenses in respect of real property to any trading counterparty to which the Company or any of its Subsidiaries provides services on such real property;

(f) Liens:

(i) on assets or property of the Company or any Subsidiary securing Swap Contracts or Cash Management Services permitted under this Agreement;

(ii) that are statutory, common law or contractual rights of set-off (including, for the avoidance of doubt, Liens arising under the general terms and conditions of banks or saving banks (including liens of members of the Group under the German general terms and conditions of banks and saving banks (*Allgemeine Geschäftsbedingungen der Banken und Sparkassen*) or, in the case of clause (A) or (B) below, other bankers' Liens:

(A) relating to treasury, depository and Cash Management Services or any automated clearing house transfers of funds in the ordinary course of business and not given in connection with the issuance of Indebtedness;

(B) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company or any Subsidiary of the Company; or

(C) relating to purchase orders and other agreements entered into with customers of the Company or any Subsidiary in the ordinary course of business;

(iii) on cash accounts securing Indebtedness and other Obligations permitted to be Incurred under Sections 7.03**Error! Reference source not found.Error! Reference source not found.Error! Reference source not found.** or Section 7.03**Error! Reference source not found.Error! Reference source not found.Error! Reference source not found.** with financial institutions;

(iv) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business, consistent with past practice and not for speculative purposes;

(v) of a collection bank arising under section 4-210 of the UCC on items in the course of collection; and/or

(vi) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) arising in the ordinary course of business in connection with the maintenance of such accounts; and/or

(g) leases, licenses, subleases and sublicenses of assets (including real property and intellectual property rights), in each case entered into in the ordinary course of business;

(h) Liens securing or otherwise arising out of judgments, decrees, attachments, orders or awards not giving rise to an Event of Default so long as:

(i) any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated;

(ii) the period within which such proceedings may be initiated has not expired; or

(iii) no more than sixty (60) days have passed after (A) such judgment, decree, order or award has become final or (B) such period within which such proceedings may be initiated has expired;

(i) Liens:

(i) on assets or property of the Company or any Subsidiary for the purpose of securing Capitalized Lease Obligations, or purchase money obligations, or securing the payment of all or a part of the purchase price of, or securing Indebtedness or other Obligations Incurred to finance or refinance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business or consistent with past practice, provided that:

(A) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under this Agreement; and

(B) any such Liens may not extend to any assets or property of the Company or any Subsidiary other than assets or property acquired, improved, constructed or leased with the proceeds of such Indebtedness and any improvements or accessions and/or fixtures to such assets and property, including any real property on which such improvements or construction relates; and

(ii) any interest or title of a lessor under any Capitalized Lease Obligations or operating lease;

(j) Liens perfected or evidenced by UCC financing statement filings, including precautionary UCC financing statements (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Company and the Subsidiaries in the ordinary course of business;

(k) Liens existing on the Closing Date;

(l) [reserved];

(m) Liens on assets or property of the Company or any Subsidiary securing Indebtedness or other Obligations of the Company or such Subsidiary owing to the Company or another Subsidiary, or Liens in favor of the Company or any Subsidiary;

(n) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that were previously so secured, and permitted to be secured under this Agreement (other than initially Incurred pursuant to clause (cc) of this definition); provided that 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 or other Obligations being refinanced or is in respect of property that is or could be the security for or subject to a Permitted Lien hereunder;

(o) Liens constituting:

(i) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property over which the Company or any Subsidiary has easement rights or on any leased property and subordination or similar arrangements relating thereto; and

(ii) any condemnation or eminent domain proceedings affecting any real property;

(p) any encumbrance or restriction (including put and call arrangements) with respect to Equity Interests of any joint venture or similar arrangement or entity (i) pursuant to any joint venture or similar agreement or arrangement (including articles, by-laws and other governing documents of such entity) or (ii) securing obligations of joint ventures or similar entities or arrangements;

(q) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(r) Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods or receivables resulting from the sale of goods entered into in the ordinary course of business or consistent with past practice;

(s) [reserved];

(t) Permitted Collateral Liens;

(u) Liens in respect of any credit support in favor of any provider of credit insurance relating to the Company and/or any of its Subsidiaries:

(v) any security granted over the marketable securities portfolio described in clause (l) of the definition of "*Cash and Cash Equivalents*" in connection with the disposal thereof to a third party;

(w) Liens on:

(i) goods the purchase price of which is financed by a documentary letter of credit issued for the account of the Company or any Subsidiary or Liens on bills of lading, drafts or other documents of title arising by operation of law or pursuant to the standard terms of agreements relating to letters of credit, bank guarantees and other similar instruments; and

(ii) specific items of inventory of other goods and proceeds of any person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such person to facilitate the purchase, shipment or storage of such inventory or other goods;

(x) Liens on equipment of the Company or any Subsidiary and located on the premises of any client or supplier in the ordinary course of business;

(y) Liens on assets or securities deemed to arise in connection with and solely as a result of the execution, delivery or performance of contracts to sell such assets or securities if such sale is otherwise permitted by this Agreement;

(z) Liens arising by operation of law or contract on insurance policies and the proceeds thereof to secure premiums thereunder, and Liens, pledges and deposits in the ordinary course of business securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefits of) insurance carriers;

(aa) [reserved];

(bb) [reserved];

(cc) [reserved];

(dd) [reserved];

(ee) Liens created pursuant to the Factoring Agreements securing the obligations of the Factoring Participants;

(ff) Settlement Liens;

(gg) rights of recapture of unused real property in favor of the seller of such property set forth in customary purchase agreements and related arrangements with any government, statutory or regulatory authority;

(hh) the rights reserved to or vested in any person or government, statutory or regulatory authority by the terms of any lease, license, franchise, grant or permit held by the Company or any Subsidiary or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(ii) restrictive covenants affecting the use to which real property may be put;

(jj) Liens or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; provided that

such Liens or covenants do not interfere with the ordinary conduct of the business of the Company or any Subsidiary;

(kk) [reserved];

(ll) Liens required to be granted under mandatory law in favor of creditors as a consequence of a merger or conversion permitted under this Agreement due to §§ 22, 204 German Transformation Act (*Umwandlungsgesetz - UmwG*);

(mm) [reserved];

(nn) Liens arising in connection with any joint and several liability and any netting or set-off arrangement arising in each case by operation of law as a result of the existence or establishment of a fiscal unity or any analogous arrangement in any other jurisdiction of which the Company or one of its Subsidiaries is or becomes a member;

(oo) Liens securing or arising by reason of any netting or set-off arrangement entered into in the ordinary course of banking or other trading activities, or liens over cash accounts and receivables securing cash pooling or cash management arrangements;

(pp) Liens created for the benefit of or to secure, directly or indirectly, the DIP Facilities;

(qq) Liens created or subsisting in order to secure any pension liabilities or partial retirement liabilities or any liabilities arising in connection with any pension insurance plan; and

(rr) any extension, renewal or replacement, in whole or in part, of any Lien described in this definition of Permitted Lien, **provided that** any such extension, renewal or replacement shall not extend in any material respect to any additional property or assets;

(ss) Liens securing the Carve Out; and

(tt) "Replacement Liens" set forth and as defined in the DIP Orders.

In the event that a Permitted Lien meets the criteria of more than one of the types of Permitted Liens (at the time of incurrence or at a later date), the Company in its sole discretion may divide, classify or from time to time reclassify all or any portion of such Permitted Lien in any manner that complies with this Agreement and such Permitted Lien shall be treated as having been made pursuant only to the paragraph or paragraphs of the definition of Permitted Lien to which such Permitted Lien has been classified or reclassified.

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"**Petition Date**" has the meaning set forth in the preliminary statements to this Agreement.

"**PIK Interest**" has the meaning set forth in Section 2.08(d).

"**Plan**" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established or maintained by any Loan Party or any Subsidiary or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

"**Platform**" has the meaning set forth in Section 6.01.

"**Prepetition 1L Note Claims**" means any Claim that arises under the Prepetition 1L Notes Documents.

"**Prepetition 1L Note Documents**" means the "Note Documents" as such term is defined in the Prepetition 1L Notes Indenture.

"**Prepetition 1L Note Secured Parties**" means the "Secured Parties" as such term is defined in the Prepetition 1L Notes Indenture.

"**Prepetition 1L Noteholders**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition 1L Notes Indenture**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition 1L Notes Security Agent**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition 1L Notes Trustee**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition 1L Notes Trustees**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition 2L Note Claims**" means any Claim that arises under the Prepetition 2L Notes Documents.

"**Prepetition 2L Note Documents**" means the "Note Documents" as such term is defined in the Prepetition 2L Notes Indenture.

"**Prepetition 2L Note Secured Parties**" means the "Secured Parties" as such term is defined in the Prepetition 2L Notes Indenture.

"**Prepetition 2L Noteholders**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition 2L Notes Indenture**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition 2L Notes Security Agent**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition 2L Notes Trustee**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition 2L Notes Trustees**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition Bridge Agent**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition Bridge Claims**" means any Claim that arises under the Prepetition Bridge Loan Documents.

"**Prepetition Bridge Facility**" means the credit facility under the Prepetition Bridge Loan Credit Agreement.

"**Prepetition Bridge Lenders**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition Bridge Loan Credit Agreement**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition Bridge Loan Documents**" means the "Finance Documents" as such term is defined in the Prepetition Bridge Loan Credit Agreement.

"**Prepetition Bridge Loans**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition Bridge Secured Parties**" means the "Secured Parties" as such term is defined in the Prepetition Bridge Loan Credit Agreement.

"**Prepetition SFA Additional Facility Notice**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition SFA Administrative Agent**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition SFA Agents**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition SFA Claims**" means any Claim that arises under the Prepetition SFA Loan Documents.

"**Prepetition SFA Collateral Agent**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition SFA Credit Agreement**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition SFA Lenders**" has the meaning set forth in the preliminary statements to this Agreement.

"**Prepetition SFA Loan Documents**" means the "Finance Documents" as such term is defined in the Prepetition SFA Credit Agreement.

"**Prepetition SFA Secured Parties**" means the "Secured Parties" as such term is defined in the Prepetition SFA Credit Agreement.

"**Prime Rate**" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. 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, acting at the Direction of the Required Lenders) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent, acting at the Direction of the Required Lenders).

"**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 Commitments and, if applicable and without duplication, DIP Term Loans of such Lender at such time and the denominator of which is the amount of the Aggregate Commitments and, if applicable and without duplication, DIP Term Loans.

"**Proceeding**" has the meaning set forth in Section 10.05.

"**Professional Fee Budget**" means that certain Professional Fee Budget prepared by the Loan Parties and distributed to the DIP Lenders on [●], 2025.

"**PTE**" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**Public Lender**" has the meaning set forth in Section 6.01.

"**Purchased Closing Date Eligible Prepetition 1L Claims**" has the meaning set forth in Section 2.01(b)(i).

"**Purchased Final Funding Eligible Prepetition 1L Claims**" has the meaning set forth in Section 2.01(b)(ii).

"**Purchased Eligible Prepetition 1L Claims**" means the Purchased Closing Date Eligible Prepetition 1L Claims and/or the Purchased Final Funding Eligible Prepetition 1L Claims, 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).

"**QFC Credit Support**" has the meaning set forth in Section 10.24.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Qualified Equity Interests**" means any Equity Interests that are not Disqualified Equity Interests.

"**Qualified Jurisdiction**" means (i) Germany, (ii) England & Wales, (iii) the United States of America, (iv) the Netherlands, (v) Spain, (vi) France, (vii) Luxembourg, (viii) Italy and (ix) in each case, together with any state, province, territory or other political sub-division therein, or such other jurisdiction as elected by the Borrower and the Required Lenders.

"**Real Property**" means, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person,

whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, and all improvements and appurtenant fixtures thereto.

"**Receiver**" has the meaning given to that term in the U.K. Security Documents.

"**Recipient**" means (a) the Administrative Agent or (b) any Lender, as applicable.

"**Reference Obligation**" has the meaning set forth in the definition of "Paid in Kind."

"**Refinance**" means, in respect of any Indebtedness, to refinance, extend, renew, defease, amend, modify, supplement, restructure, refund, replace or repay, or to issue other Indebtedness, whether of the same principal amount or greater or lesser principal amount, in exchange or replacement for such Indebtedness. "**Refinanced**" and "**Refinancing**" shall have correlative meanings.

"**Register**" has the meaning set forth in Section 10.07(d).

"**Regulated Bank**" means an Approved Commercial Bank 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 Federal Reserve Board of the 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.

"**Rejection Notice**" has the meaning set forth in Section 1.01(b)(viii).

"**Related Fund**" in relation to a fund or account (the first fund), means a fund or account which is managed or advised directly or indirectly by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Related Parties**" means, with respect to any Person, such Person's controlled Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migrating in, into, onto or through the Environment or from or through any facility, property or equipment to the Environment.

"**Relevant Security Enforcement**" means any appropriation by, or attribution to, the Secured Parties of any asset the subject of the French Liens as a result of the enforcement of any French Security Document.

"**Removal Effective Date**" has the meaning set forth in Section 9.06.

"**Reorganized Debtors**" means the Debtors as reorganized under the Chapter 11 Plan, or any successor or assign thereto, by transfer, merger, consolidation, or otherwise.

"**Reportable Event**" means any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the otherwise applicable notice period has been waived by regulation or otherwise by the PBGC.

"**Reporting Date**" has the meaning set forth in Section 2.02(j).

"**Reporting Period**" has the meaning set forth in Section 2.02(j).

"**Request for Credit Extension**" means with respect to a Borrowing or a continuation or conversion of DIP Term Loans, a Committed Loan Notice.

"**Required Lenders**" means, as of any date of determination, Lenders having more than [50.0]% of the sum of the (a) Total Outstandings and (b) aggregate unused Initial DIP Term Loan Commitments; provided that the unused Initial DIP Term Loan Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders; provided, further, that at any time prior to the effectiveness of the assignments contemplated by Section 2.01, the Total Outstandings and the aggregate unused Initial DIP Term Loan Commitments shall be calculated on a pro forma basis to reflect the allocation of DIP Term Loans and related Commitments as set forth in the most recently delivered Syndication Materials (or, if delivered, Schedule 2.04), attributing such Loans and Commitments to the applicable Participating DIP Term Lenders as if the related assignments had occurred. For the avoidance of doubt, the Fronting Lender shall not, solely by virtue of holding record title pending assignment, be entitled to exercise any voting or consent rights under this Agreement; provided that the Fronting Lender shall retain voting rights (and be included in "Required Lenders") in respect of the DIP Term Loans that it holds as a fronting lender (i) with respect to waivers, amendments, or consents that directly and materially adversely affect the Fronting Lender or (ii) to the extent that the Fronting Lender holds any such DIP Term Loans after fifteen (15) Business Days after the Closing Date or the Final Draw Funding Date, as applicable.

"**Required Supermajority Lenders**" means, as of any date of determination, Lenders having more than 66.67% of the sum of the (a) Total Outstandings and (b) aggregate unused Initial DIP Term Loan Commitments; provided that the unused Initial DIP Term Loan Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Supermajority Lenders; provided, further, that at any time prior to the effectiveness of the assignments contemplated by Section 2.01, the Total Outstandings and the aggregate unused Initial DIP Term Loan Commitments shall be calculated on a pro forma basis to reflect the allocation of DIP Term Loans and related Commitments as set forth in the most recently delivered Syndication Materials (or, if delivered, Schedule 2.04), attributing such Loans and Commitments to the applicable Participating DIP Term Lenders as if the related assignments had occurred. For the avoidance of doubt, the Fronting Lender shall not, solely by virtue of holding record title pending assignment, be entitled to exercise voting or consent rights under this Agreement; provided that the Fronting Lender shall retain voting rights (and be included in as a Required Supermajority Lenders) in respect of the DIP Term Loans that it holds as a fronting lender (i) with respect to waivers, amendments, or consents that directly and materially adversely affect the Fronting Lender or (ii) to the extent that the Fronting Lender holds any such DIP Term Loans after fifteen (15) Business Days after the Closing Date or the Final Draw Funding Date, as applicable.

"**Required USD Amount**" has the meaning set forth in Section 2.02(j).

"**Required USD Holder**" has the meaning set forth in Section 2.02(j).

"**Resignation Effective Date**" has the meaning set forth in Section 9.06.

"**Resolution Authority**" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Responsible Officer**" means the chief executive officer, president, vice president, chief financial officer, chief administrative officer, secretary or assistant secretary, treasurer or assistant treasurer, controller, managing director or other similar officer of a Loan Party or any other Responsible Officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent. 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 Cash**" means Cash and Cash Equivalents held by Subsidiaries that is contractually restricted from being distributed to the Company; provided that cash and Cash Equivalents maintained by any Foreign Subsidiary that is subject to minority shareholder approval before being distributed to the Borrower (a "**Shareholder Restriction**") shall not be deemed to be "Restricted Cash" as a result of such Shareholder Restriction.

"**Restricted Payment**" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of the Company or any Subsidiary, 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 the Borrower's or a Subsidiary's stockholders, partners or members (or the equivalent Persons thereof).

"**Restructuring Steps Plan**" means a memorandum indicating the proposed detailed transaction structure and implementation steps of the Restructuring Transactions (as defined in the RSA), the final form of which shall be in form and substance reasonably acceptable to the Required Consenting Creditors (as defined in the RSA) and the Company Parties and incorporated into the Plan Supplement.

"**Restructuring Expert**" means FTI Andersch AG or any other firm satisfactory to the Required Lenders, engaged by the Borrower to prepare and issue the Restructuring Opinion.

"**Restructuring Opinion**" means a restructuring opinion (*Sanierungsgutachten*) prepared by the Restructuring Expert which meets the requirements of the IDW S6 standard developed by the Institute of Chartered Auditors in Germany (*Institut der Wirtschaftsprüfer in Deutschland e.V.*), which shall confirm that each German Entity is capable of being restructured (*sanierungsfähig*) and which provides for reliance for the benefit of, inter alios, the Administrative Agent.

"**Restructuring Support Agreement**" or "**RSA**" means that certain Restructuring Support Agreement, dated as of November 4, 2025, executed and delivered by the Loan Parties and the other parties thereto, as such agreement may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"**Returns**" means, with respect to any Investment, any dividends, distributions, interest, fees, premium, return of capital, repayment of principal, income, profits (from a Disposition or otherwise) and other amounts received or realized in respect of such Investment.

"**S&P**" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc. and any successor thereto.

"**Same Day Funds**" means with respect to disbursements and payments in Dollars, immediately available funds.

"**SEC**" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"**Secured Obligations**" means, collectively, the Obligations.

"**Secured Parties**" means, collectively, the Administrative Agent, the Lenders, and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Settlement**" means the transfer of cash or other property with respect to any credit or debit card charge, check or other instrument, electronic funds transfer, or other type of paper-based or electronic payment, transfer, or charge transaction for which a person acts as a processor, remitter, funds recipient or funds transmitter in the ordinary course of its business.

"**Settlement Asset**" means any cash, receivable or other property, including a Settlement Receivable, due or conveyed to a person in consideration for a Settlement made or arranged, or to be made or arranged, by such person or an Affiliate of such Person.

"**Settlement Indebtedness**" means any payment or reimbursement obligation in respect of a Settlement Payment.

"**Settlement Lien**" means any Lien relating to any Settlement or Settlement Indebtedness (and may include, for the avoidance of doubt, the grant of a Lien in or other assignment of a Settlement Asset in consideration of a Settlement Payment, Liens securing intraday and overnight overdraft and automated clearing house exposure, and similar Liens).

"**Settlement Payment**" means the transfer, or contractual undertaking (including by automated clearing house transaction) to effect a transfer, of cash or other property to effect a Settlement.

"**Side Agreement**" has the meaning set forth in Section 7.15.

"**SOFR**" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

"**SOFR-Based Rate**" means SOFR or Term SOFR.

"**Solicitation Materials**" means, collectively, all documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on the Chapter 11 Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code, including, but not limited to, the Disclosure Statement.

"**Soulte**" means, in relation to any Relevant Security Enforcement occurring by way of appropriation (including pursuant to a *pacte commissoire* or any similar enforcement mechanism) or judicial foreclosure of any French Security Document, the amount by which the value of the asset appropriated or foreclosed pursuant to that Relevant Security Enforcement exceeds the amount of obligations secured by that Security Interest created pursuant to a French Security Document which is discharged as a result of that Relevant Security Enforcement being carried out.

"**Spanish Civil Code**" means the Spanish Código Civil, as amended from time to time.

"**Spanish Civil Procedural Law**" means Law 1/2000 of 7 January (Ley de Enjuiciamiento Civil), as amended from time to time.

"**Spanish Commercial Code**" means the Spanish Commercial Code published by virtue of the Royal Decree of 22 August 1885 (Real decreto de 22 de agosto de 1885 por el que se publica el Código de Comercio), as amended from time to time.

"**Spanish Companies Law**" means the Royal Legislative Decree 1/2010, of 2 July, whereby the companies act is approved (Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital), as amended from time to time.

"**Spanish Guarantor**" means any Guarantor incorporated in Spain.

"**Spanish Insolvency Law**" means the Spanish Royal Legislative Decree 1/2020 of 5 May 2020 (Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal) , as amended or superseded from time to time and, in particular but not limited to, pursuant to the Spanish Law 16/2022, of 5 September, amending the consolidated text of the Spanish Insolvency Law (Ley 16/2022, de 5 de septiembre, de reforma del texto refundido de la Ley Concursal).

"**Spanish Public Document**" means, a Spanish law notarial deed (d*ocumento público*), being either an *escritura pública or a póliza o efecto intervenido por notario español* which will have the effects established under articles 517 et seq. of the Spanish Civil Procedural Law.

"**SPC**" has the meaning set forth in Section 10.07(d).

"**Specified Exchange Rate**" means an exchange rate provided by the Fronting Lender based on best execution referencing the prevailing FX rate on the London stock exchange prior to 12:00 pm (NY time) on the date that is no more than four (4) Business Days following the Expiration Time (as defined in the Syndication Procedures).

"**Sponsor**" means (i) Strategic Value Partners LLC, (ii) individually or collectively one or more investment funds, co-investment vehicles, limited partnerships and/or other similar vehicles or accounts or other entities in each case advised or managed by the general partner, manager or advisor to Strategic Value Partners LLC, (iii) any successor, Affiliate or Related Fund of any person listed in paragraphs (i) or (ii) above (but excluding, in each case, any portfolio company in which any person listed in paragraphs (i) or (ii) above or any successor, Affiliate, Related Fund or investor thereof, holds an investment).

"**Sponsor Associate**" means any managing director, general partner, limited partner, director, officer or employee of the Sponsor.

"**SteerCo Member**" means a member of the Steering Committee (as defined in the RSA).

"**Steerco Premium**" means a premium in an amount equal to 3.50% of the Initial DIP Term Loan Commitments on the Closing Date, which premium shall be Paid in Kind.

"**Subordinated Shareholder Funding**" means, collectively, any funds provided to the Company by any Parent Entity, any Affiliate of any Parent Entity or any Permitted Holder or any Affiliate thereof, in exchange for or pursuant to any security, instrument or agreement other than Equity Interest, in each case issued to and held by any of the foregoing Persons, together with any such security, instrument or agreement

and any other security or instrument other than Equity Interest issued in payment of any obligation under any Subordinated Shareholder Funding.

"**Subsidiary**" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity (excluding, for the avoidance of doubt, any charitable organizations, and any other Person that meets the requirements of Section 501(c)(3) of the Code) of which (i) a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, (ii) more than half of the issued share capital is at the time beneficially owned or (iii) the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" refer to a Subsidiary or Subsidiaries (whether direct or indirect) of Topco.

"**Subsidiary Guarantor**" means any Guarantor other than Topco or the Borrower in its capacity as a Guarantor.

"**Subject Party**" shall have the meaning assigned to such term in Section 3.01(i)(ii).

"**Subject Recipient**" shall have the meaning assigned to such term in Section 3.01(i)(ii).

"**Supported QFC**" has the meaning set forth in Section 10.24.

"**Supplier**" shall have the meaning assigned to such term in Section 3.01(i)(ii).

"**Swap Contract**" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement.

"**Swap Obligation**" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"**Swap Termination Value**" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"**Syndication**" has the meaning set forth in Section 2.04.

"**Syndication Materials**" has the meaning set forth in Section 2.04.

"**Syndication Procedures**" has the meaning set forth in Section 2.04.

"**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 Euros.

"**Taxes**" means all present or future taxes, duties, levies, imposts, assessments, deductions withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority including interest, penalties and additions to tax.

"**Term Loans**" means any DIP Term Loans.

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

"**Term SOFR**" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; *provided* that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day;

provided that if Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than half of one percent (0.50%), the Term SOFR shall be deemed to be half of one percent (0.50%) for purposes of this Agreement.

"**Term SOFR Borrowing**" means, as to any Borrowing, the SOFR Loans comprising such Borrowing.

"**Term SOFR Loan**" means any DIP Term Loan denominated in Dollars that bears interest at a rate based on clause (a) of the definition of Term SOFR.

"**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 the Administrative Agent from time to time).

"**Testing Period**" has the meaning set forth in Section 6.01(l).

"**Threshold Amount**" means $5,000,000.

"**Topco**" means the immediate parent company of the Company, being Kleopatra Holdings 2, a corporate partnership limited by shares (*société en commandite par actions*), organized and existing under

the laws of Luxembourg, having its registered office at 46A Avenue J.F. Kennedy, L-1855 Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B168851.

"**Total Outstandings**" means the aggregate Outstanding Amount of all Loans.

"**Transaction Expenses**" means any fees, premiums, expenses and other transaction costs incurred or paid by Topco, the Company or any of their respective Subsidiaries in connection with the Transactions (including fees and expenses reflected in the funds flow), this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby.

"**Transactions**" means, collectively, the transactions to occur pursuant to the Loan Documents on or following the Closing Date, including (a) the Chapter 11 Cases, (b) the execution, delivery and performance of the Loan Documents, the creation of the Liens pursuant to the DIP Orders and the Loan Documents, and the borrowings hereunder, (c) the assignment and waiver of Eligible Prepetition 1L Claims in exchange for DIP Roll-Up Term Loans in accordance with the Syndication Procedures and the terms of this Agreement, (d) the repayment in full in cash of all outstanding obligations under the Prepetition Bridge Facility and (e) the payment of the Transaction Expenses.

"**Treasury Rate**" means, as of any date of determination, the yield to maturity as of such date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to such prepayment date (or, if such Statistical Release is no longer published or the applicable information is no longer available thereon, any publicly available source of similar market data)) most nearly equal to the period from such prepayment date to the Maturity Date; provided that, if the period from such prepayment date to the Maturity Date is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"**Turnover Agreement**" means that certain Turnover Agreement, dated as of the date hereof, by and among the Administrative Agent, the Prepetition SFA Collateral Agent, and the Prepetition 1L Notes Security Agent.

"**Type**" means, with respect to a Loan, its character as a Base Rate Loan or a Term SOFR Loan.

"**U.K. Security Documents**" means (i) the English law governed debenture entered into between a U.K. Subsidiary and the Administrative Agent as the collateral agent; and (ii) any other Foreign Security Agreement governed by the laws of England and Wales designated as a U.K. Security Document by the Administrative Agent and the Borrower.

"**U.K. Subsidiary**" means any Subsidiary incorporated in England and Wales that is not otherwise an Excluded Subsidiary.

"**UK Financial Institution**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from 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.

"**Uniform Commercial Code**" or "**UCC**" means (i) the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or (ii) the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral. References in this Agreement and the other Loan Documents to specific sections of the Uniform Commercial Code are based on the Uniform Commercial Code as in effect in the State of New York on the Closing Date. In the event such Uniform Commercial Code is amended or another Uniform Commercial Code described in clause (ii) is applicable, such section reference shall be deemed to be references to the comparable section in such amended or other Uniform Commercial Code.

"**United Kingdom**" and "**U.K.**" mean the United Kingdom of Great Britain and Northern Ireland.

"**United States**" and "**U.S.**" mean the United States of America.

"**United States Tax Compliance Certificate**" has the meaning set forth in Section 1.01(e)(C) and is in substantially the form of Exhibit F hereto.

"**USA Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

"**U.S. Borrower**" has the meaning set forth in the introductory paragraph to this Agreement.

"**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.

"**U.S. Loan Party"** means any Loan Party organized in the United States.

"**U.S. Special Resolution Regimes**" shall have the meaning provided in Section 10.24.

"**VAT**" shall mean:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax as amended (EC Directive 2006/112) and any national legislation implementing that Directive or any predecessor to it or supplemental to that Directive; and

(b) any other sales or turnover tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

"**wholly owned**" means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director's qualifying shares and (y) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly owned Subsidiaries of such Person.

"**Withdrawal**" means the withdrawal from the Loan Proceeds Account made in accordance with Section 4.03.

"**Withdrawal Date**" means the date of making a Withdrawal.

"**Withdrawal Notice**" means a notice substantially in the form attached hereto as Exhibit A-2 to be delivered by a Borrower to the Escrow Agent and the Administrative Agent to request any Withdrawal from the Loan Proceeds Account, in accordance with Section 4.03.

"**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.

"**WSFS**" means Wilmington Savings Fund Society, FSB.

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 meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(c) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) The word "or" is not exclusive.

(f) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(g) 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."

(h) 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.

(i) For purposes of determining compliance with any Section of Article VII at any time, in the event that any Lien, Investment, Indebtedness (whether at the time of incurrence or upon application of all or a portion of the proceeds thereof), Disposition, Restricted Payment, Affiliate transaction, Contractual Obligation or prepayment of Indebtedness meets the criteria of one or more than one of the categories of

transactions permitted pursuant to any clause of such Sections, such transaction (or portion thereof) at such time shall be permitted under one or more of such clauses as determined by the Company in its sole discretion at such time.

(j) All references to "knowledge" of any Loan Party or a Subsidiary means the actual knowledge of a Responsible Officer of such Loan Party or Subsidiary.

(k) 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.

(l) All references to any Person shall be constructed to include such Person's successors and assigns (subject to any restriction on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all of the functions thereof.

Section 1.03. Accounting Terms.

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, IFRS, except as otherwise specifically prescribed herein.

Section 1.04. Rounding.

Any financial ratios required to be maintained by any Loan Party pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under 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. References to Agreements, Laws, Etc.

Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other Contractual Obligations shall be deemed to include all subsequent amendments, Refinancings, restatements, renewals, restructurings, extensions, supplements and other modifications thereto, but only to the extent that such amendments, Refinancings, restatements, renewals, restructurings, extensions, supplements and other modifications are not prohibited by the Loan Documents; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law. Any term or section reference herein or in the other Loan Documents which refers to a defined term or section reference in any Organization Document, agreement, Contractual Obligation or Law shall be deemed to be a cross-reference to the same or comparable defined term or section reference, as applicable, in any such amendment, Refinancing, restatement, renewal, restructuring, extension, supplement or other modification to such Organization Document, agreement, Contractual Obligation or any such consolidation, amendment, replacement, supplement or interpretation of such Law.

Section 1.06. Times of Day.

Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.07. Timing of Payment or Performance.

Except as otherwise provided herein, 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 1.08. Currency Generally.

For purposes of determining compliance with Section 7.01, 7.02, 7.03, 7.05, 7.06 or 7.13 with respect to any transaction consummated in a currency other than Dollars or Euros, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such transaction is consummated (so long as such transaction, at the time consummated, was permitted hereunder).

Section 1.09. Interest Rates.

The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any of such rate (including, without limitation, any successor rate) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including, without limitation, any successor rate) (or any component of any of the foregoing) or any related spread or other 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 any reference rate referred to herein or any alternative, successor or replacement rate (including, without limitation, any successor rate) (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity 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 other action or omission related to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

Section 1.10. Certifications.

All certifications to be made hereunder by an officer or representative of a Loan Party shall be made by such person in his or her capacity solely as an officer or a representative of such Loan Party, on such Loan Party's behalf and not in such Person's individual capacity.

Section 1.11. Delaware LLC Divisions.

For all purposes under the Loan Documents, in connection with any Delaware LLC Division: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a Delaware Divided LLC, then it shall be deemed to have been transferred from the original Person to the Delaware Divided LLC, and (b) if a Delaware Divided LLC comes into existence, such Delaware Divided LLC shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

Section 1.12. Obligors' Agent.

(a) To the extent permitted under any applicable law, each Loan Party (other than the Obligors' Agent), by its execution of this Agreement or any joinder hereto, irrevocably (to the extent permitted by law) appoints the Obligors' Agent to act severally on its behalf as its agent in relation to the Loan Documents including the execution of any Spanish Public Document or the notarization of any Collateral Document, even when it involves acting with self-contracting (*autocontratación*), multiple representation or conflict of interests) and irrevocably (to the extent permitted by law) authorizes: (i) the Obligors' Agent on its behalf to supply all information concerning itself contemplated by this Agreement to the Administrative Agent and the Lenders and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Loan Party, notwithstanding that they may affect the Loan Party, without further reference to or the consent of that Loan Party; and (ii) the Administrative Agent to give any notice, demand or other communication to that Loan Party pursuant to the Loan Documents to the Obligors' Agent, and in each case the Loan Party shall be bound as though the Loan Party itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication and each of the Administrative Agent and the Lenders may rely on any action taken by the Obligors' Agent on behalf of that Loan Party.

(b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Loan Document on behalf of another Loan Party or in connection with any Loan Document (whether or not known to any other Loan Party and whether occurring before or after such other Loan Party became a Loan Party under any Loan Document shall be binding for all purposes on that Loan Party as if that Loan Party had expressly made, given or concurred with it (to the extent permitted by law)). In the event of any conflict between any notices or other communications of the Loan Parties and any other Loan Party, those of the Obligors' Agent shall prevail. Each Loan Party, to the extent legally possible, releases the Obligors' Agent from the restrictions of § 181 BGB (*Bürgerliches Gesetzbuch*) and any similar provisions under any other laws.

(c) For the purpose of this Section 1.11, each Loan Party (to the extent necessary under applicable law) shall grant a specific power of attorney (notarized and apostilled) to the Obligors' Agent and comply with any necessary formalities in connection therewith.

Section 1.13. French terms.

In this Agreement, where it relates to a French entity or other applicable term and unless expressly provided to the contrary, a reference to:

(a) a **director** includes a reference to a member of the board of directors (*conseil d'administration*), a member of a supervisory board (*comité de surveillance* or *conseil de surveillance*), an *administrateur*, a *gérant*, a member of a management board (*conseil de gérance*) or a member of a *directoire*;

(b) a **composition**, **compromise**, **assignment, arrangement with any creditor** or similar arrangement with any creditor includes a *procédure de conciliation* or a *mandat ad hoc* under "*Livre VI*" of the French Commercial Code;

(c) a **guarantee** includes any *cautionnement*, *aval* and any guarantee which is independent from the debt to which it relates and any type of *sûreté personnelle* as defined in article 2287-1 of the French Civil Code;

(d) a **liquidator**, **receiver**, **administrative receiver**, **administrator**, **trustee**, **compulsory manager** or other similar officer includes an *administrateur judiciaire*, *mandataire ad hoc*, *conciliateur*, *mandataire liquidateur* or any other person appointed as a result of any proceedings described in paragraphs (b) above or (h) below;

(e) a **moratorium** includes a moratorium under a conciliation procedure in accordance with articles L. 611-4 to L. 611-16 of the French Commercial Code;

(f) a **reconstruction** includes, in relation to any company, any contribution of part of its business in consideration of shares (*apport partiel d'actifs*) and any merger (*fusions*) or demerger (scission) implemented in accordance with articles L. 236-1 to L. 236-24 of the French Commercial Code;

(g) a **security** or **security interest** includes any type of security (*sûreté réelle*), transfer or assignment by way of security and *fiducie- sûreté*; and

(h) a **dissolution**, **administration** or **reorganisation** includes a *redressement judiciaire*, *cession totale de l'entreprise*, *liquidation judiciaire* or a *procédure de sauvegarde* (including the *sauvegarde accélérée*) under "*Livre VI*" of the French Commercial Code.

Section 1.14. Luxembourg termsIn this Agreement and any other Finance Documents, where it relates to an entity incorporated in Luxembourg, a reference to:

(a) **winding up**, **administration** or **dissolution** includes, without limitation, administrative dissolution without liquidation (*dissolution administrative sans liquidation*), bankruptcy (*faillite*), fraudulent conveyance (*actio pauliana*), general settlement with creditors, insolvency, judicial reorganisation by transfer by court order (*réorganisation judiciaire par transfert par décision de justice*), judicial reorganisation proceeding by mutual agreement (*réorganisation judiciaire par accord collectif*), judicial reorganisation proceedings in the form of a stay (*sursis*), moratorium or reprieve from payment (*sursis de paiement*), reorganisation, voluntary or judicial liquidation, or any other similar proceedings affecting the rights of creditors generally under Luxembourg law, and shall be construed so as to include any equivalent or analogous liquidation or reorganisation proceedings;

(b) an **agent** includes, without limitation, a "*mandataire*";

(c) a **receiver**, **administrative receiver**, **administrator** or the like includes, without limitation, a *juge délégué*, *commissaire*, *juge-commissaire*, *liquidateur* or *curateur* or any other person performing the same function of each of the foregoing;

(d) a **matured obligation** includes, without limitation, a *obligation certaine, liquide et exigible*;

(e) **Security** or a **security interest** includes, without limitation, any *hypothèque*, *nantissement*, *privilège*, *accord de transfert de propriété à titre de garantie*, *gage* or *sûreté réelle* whatsoever whether granted or arising by operation of law;

(f) a person being **unable to pay its debts** includes, without limitation, that person being in a state of cessation of payments (*cessation de paiements*);

(g) an **attachment** includes a *saisie*;

(h) **by-laws** or **constitutional documents** includes its up-to-date (restated) articles of association (*statuts*); and

(i) a **director**, **officer** or **manager** includes a *gérant* or an *administrateur*.

Section 1.15. Spanish terms.

In this Agreement, where it relates to a Person incorporated in Spain or having its "centre of main interests" in Spain, a reference to:

(a) **insolvency** or **insolvency proceeding** and any step or proceeding relating to it has the meaning attributed to them under the Spanish Insolvency Law, including a *declaración de concurso con independencia de su carácter necesario o voluntario as well as any solicitud de inicio del procedimiento de concurso voluntario*, the request of declaration of insolvency by a third party (*solicitud de concurso por acreedores*) (including without limitation, any petition filed under to a competent court pursuantto articles 585 et seq., and 635 et seq. of the Spanish Insolvency Law, petition to appoint a restructuring expert pursuant to articles 672 et seq., and its *solicitud de inicio de procedimiento de concurso, auto de declaración de concurso, convenio judicial o extrajudicial con acreedores* and *transacción extrajudicial*), a Person being unable to pay its debts includes that person being in a state of *insolvencia* or in *concurso* according to Spanish Insolvency Law;

(b) **financial assistance** means (a) in respect of a Spanish Party incorporated as a public limited liability company (*Sociedad Anónima*), financial assistance under Article 150 of the Spanish Companies Law; and (b) in respect of a Spanish Party incorporated as a private limited liability company (*Sociedad de Responsabilidad Limitada*), financial assistance under Article 143 of the Spanish Companies Law;

(c) **winding up** or **dissolution** includes, without limitation, disolución or liquidación, or any other similar proceedings and shall be used to those circumstances as regulated under Spanish law from time to time;

(d) "**receiver**, **administrative receiver**, **administrator** or the like includes, without limitation, ad*ministración del concurso, administrador concursal, experto en reestructuraciones* or any other person performing the same function; (v) a "composition" or similar arrangement with any creditor includes, without limitation, a *convenio de acreedores* or *plan de reestructuración* to be judicially sanctioned for the purposes of the Spanish Insolvency Law or any agreement under Title II or Title III of the Second Book of the Spanish Insolvency Law;

(e) a **security** and **collateral** includes, without limitation, any mortgage (*hipoteca*), pledge (*prenda*) (with or without transfer of possession), financial collateral agreement (*garantía financiera pignoraticia*) and, in general, any in rem security right governed by Spanish law (including Spanish Royal Law Decree 5/2005), *derecho de retención, crédito privilegiado or preferencia en el orden de prelación*; and

(f) a **guarantee** includes any accessory personal guarantee (*fianza*), performance bond (aval), joint and several guarantee (*garantía solidaria*) and first demand guarantee (*garantía a primer requerimiento*).

Section 1.16. Dutch terms

In this Agreement, where it relates to a Dutch entity or other applicable term and unless expressly provided to the contrary, a reference to:

(a) a **moratorium** includes (voorlopige) surseance van betaling;

(b) **liquidation**, **administration** and **dissolution** (and any of those terms) includes an entity being declared bankrupt (failliet verklaard), dissolved (ontbonden) or subjected to emergency regulations (noodregeling) on the basis of the Dutch Act on Financial Supervision (Wet op het Financieel Toezicht);

(c) a **security interest** includes any mortgage (hypotheek), pledge (pandrecht), retention of title arrangement (eigendomsvoorbehoud), privilege (voorrecht), right of retention (recht van retentie), right to reclaim goods (recht van reclame), and any other rights is rem (zakelijke rechten) or other rights created for the purpose of granting security;

(d) a **liquidator** or **a trustee** includes a curator and a beoogd curator;

(e) [a **receiver** does not include a curator or bewindvoerder;

(f) an **administrator** includes a bewindvoerder and a stille bewindvoerder;

(g) an **attachment** includes conservatoir and executoriaal beslag;

(h) a **distribution** or **dividend** includes any distribution of profits (winstuitkering);

(i) any financial assistance prohibition includes any unlawful financial assistance within the meaning of section 2:98c DCC;

(j) **Constitutional documents** means a copy of:

(i) the articles of association (*statuten*);

(ii) the deed of incorporation (*akte van oprichting*); and

(iii) an up-to-date extract (*uittreksel*) from the trade register (*Handelsregister*) of the Dutch chamber of commerce (*Kamer van Koophandel*); and

(k) [**officers** include managing directors of a Dutch entity].

## ARTICLE II.
## THE COMMITMENTS AND CREDIT EXTENSIONS

Section 2.01. The Loans.

(a) DIP New Money Term Loan Borrowings.

(i) Subject to the terms and conditions expressly set forth herein and the DIP Orders, the Fronting Lender agrees to make DIP New Money Term Loans in Dollars to the Borrowers in two Borrowings in an aggregate principal amount not to exceed its Initial DIP Term Loan Commitment. The first Borrowing of DIP New Money Term Loans (the "**Initial Draw**") will be in an amount equal to €264,100,000 (the "**Closing Date DIP New Money Term Loans**") and shall

be funded on the Closing Date by the Fronting Lender to the Borrower. The second Borrowing of DIP New Money Term Loans (the "**Final Draw**") will be in an amount equal to €85,000,000 (the "**Final Draw Funding Date DIP New Money Term Loans**") and shall, upon entry of the Final Order, be available for borrowing and funding shall occur on or after the date of entry of the Final Order (such date on which the Final Draw occurs, the "**Final Draw Funding Date**") by the Fronting Lender to the Lux Borrower on the Final Draw Funding Date. Upon the Fronting Lender's funding of a DIP New Money Term Loan, such Fronting Lender's Initial DIP Term Loan Commitment with respect to such DIP New Money Term Loan shall be permanently reduced by the amount of such funded DIP New Money Term Loans (it being understood that the Initial DIP Term Loan Commitment of the Fronting Lender shall be (x) reduced to the amount of DIP New Money Term Loans to be funded under the Final Draw following the Initial Draw and (y) zero following the Final Draw). The DIP New Money Term Loans shall be (A) utilized on the Closing Date to consummate the Closing Date Bridge Refinancing, (B) utilized to pay Transactions Expenses and/or (C) funded on the Closing Date or the Final Draw Funding Date, as applicable, for general corporate purposes and any other purpose not prohibited by this Agreement.

(ii) On a date following the occurrence of the Expiration Time (as defined in the Syndication Procedures) as mutually agreed between the Fronting Lender, the Administrative Agent, the Borrowers and the Lender Advisors, the Fronting Lender shall assign in accordance with the Syndication Procedures to (i) each Participating DIP Term Lender (as defined in the Syndication Procedures) its pro rata share of the Offered DIP New Money Term Loans (as defined in the Syndication Procedures) that such Participating DIP Term Lender elected to purchase in accordance with the Syndication Procedures together with its pro rata share of the DIP Roll-Up Term Loans with respect to the Closing Date Roll-Up Loan Syndication and (ii) to each Backstop Party, its applicable share of the Closing Date DIP New Money Term Loans together with its pro rata share of the DIP Roll-Up Term Loans with respect to the Closing Date Roll-Up Loan Syndication.

(iii) On a date following the occurrence of the Final Draw Funding Date as mutually agreed between the Fronting Lender, the Administrative Agent, the Borrowers and the Lender Advisors, the Fronting Lender shall assign accordance with the Syndication Procedures to (i) each Participating DIP Term Lender (as defined in the Syndication Procedures) its pro rata share of the Offered DIP New Money Term Loans (as defined in the Syndication Procedures) that such Participating DIP Term Lender elected to purchase in accordance with the Syndication Procedures together with its pro rata share of the DIP Roll-Up Term Loans with respect to the Final Draw Funding Date Roll-Up Loan Syndication and (ii) to each Backstop Party, its applicable share of the Final Draw Funding Date DIP New Money Term Loans together with its pro rata share of the DIP Roll-Up Term Loans with respect to the Final Draw Funding Date Roll-Up Loan Syndication.

(iv) All DIP New Money Term Loans will be EURIBOR Loans denominated in Euros at the time such DIP New Money Term Loans are assigned by the Fronting Lender in accordance with this Section 2.01; provided that any DIP New Money Term Loans that are required to be assigned to Required USD Holders in accordance with Section 2.02 of this Agreement will, at the time of such assignment, be deemed to have been converted to Term SOFR Loans denominated in Dollars at the Specified Exchange Rate in a principal amount equal to the applicable Required USD Amount for each such Required USD Holder. Any DIP New Money Term Loans that are assigned to Required USD Holders as Term SOFR Loans in accordance with Section 2.02 shall be deemed to have been funded as Term SOFR Loans as of the Closing Date and the Final Draw Funding Date, as applicable.

Each Borrower and each other Loan Party hereby irrevocably consent to all assignments of DIP New Money Term Loans by the Fronting Lender necessary and desirable to effectuate the Syndication in accordance with the Syndication Procedures.

(b) DIP Roll-Up Term Loan Borrowings.

(i) Subject to the entry, and the terms, of the Interim Order, as consideration for purchasing DIP New Money Term Loans, each Participating Eligible Lender (as defined in the Syndication Procedures) shall be deemed to have on the Closing Date (x) assigned €[●] of principal of its Eligible Prepetition 1L Claims to the Fronting Lender in exchange for the right to receive €[●] of principal (each such payable owing by the Fronting Lender, an "**Applicable Closing Date Payable**") of DIP Roll-Up Term Loans for every $1.00 of principal of DIP New Money Term Loans to be purchased by such Participating Eligible Lender from the Fronting Lender pursuant to Section 2.01(a) (the foregoing assignment and exchange, the "**Closing Date Roll-Up Loan Syndication**") on a date following the Initial Draw Syndication Closing Date (as defined in the Syndication Procedures) as agreed between such Participating Eligible Lender, the Fronting Lender, the Borrowers and the Lender Advisors and (y) directed the Fronting Lender, which such direction will be deemed to have been given by such Participating Eligible Lender contemporaneously with purchasing its DIP New Money Term Loans, to irrevocably exchange any Eligible Prepetition 1L Claims received by the Fronting Lender in connection with the Closing Date Roll-Up Loan Syndication (such claims, "**Purchased Closing Date Eligible Prepetition 1L Claims**") as described in Section 2.01(b)(iii), with the Fronting Lender then transferring (together with the DIP New Money Term Loans as set forth in Section 2.01(a)(ii)) the DIP Roll-Up Term Loans that it receives pursuant to the exchange described in Section 2.01(b)(iii) in satisfaction of its Applicable Closing Date Payables. Upon the consummation of any Closing Date Roll-Up Loan Syndication, the Fronting Lender shall be deemed to have, at the direction of the Required Lenders, irrevocably exchanged all Purchased Closing Date Eligible Prepetition 1L Claims received by the Fronting Lender in connection with the Closing Date Roll-Up Loan Syndication as described in Section 2.01(b)(iii). Any DIP Roll-Up Term Loans incurred by the Borrowers pursuant to this Section 2.01(b)(i) shall be deemed incurred on the Closing Date.

(ii) On the Final Draw Funding Date, as consideration for purchasing DIP New Money Term Loans, each Participating Eligible Lender shall be deemed to have (x) assigned €[●] of principal of its Eligible Prepetition 1L Claims to the Fronting Lender in exchange for the right to receive €[●] of principal (each such payable owing by the Fronting Lender, an "**Applicable Final Funding Payable**") of DIP Roll-Up Term Loans for every €1.00 of principal of DIP New Money Term Loans to be purchased by such Participating Eligible Lender from the Fronting Lender pursuant to Section 2.01(a) of this Agreement (the foregoing assignment and exchange, the "**Final Draw Funding Date Roll-Up Loan Syndication**" and, together with the Closing Date Roll-Up Loan Syndication, the "**DIP Roll-Up Loan Syndication**") on the (a) Final Draw Funding Date or (b) a date as otherwise agreed between such Participating Eligible Lender, the Fronting Lender, the Borrowers and the Lender Advisors and (y) directed the Fronting Lender, which such direction will be deemed to have been given by such Participating Eligible Lender contemporaneously with purchasing its DIP New Money Term Loans, to irrevocably exchange any Eligible Prepetition 1L Claims received by the Fronting Lender in connection with the Final Draw Funding Date Roll-Up Loan Syndication (such claims, "**Purchased Final Funding Eligible Prepetition 1L Claims**") as described in Section 2.01(b)(iii), with the Fronting Lender then transferring (together with the DIP New Money Term Loans as set forth in Section 2.01(a)(iii) )the DIP Roll-Up Term Loans that it receives pursuant to the exchange described in Section 2.01(b)(iii) in satisfaction of its Applicable Final Funding Payables. Upon the consummation of any Final Draw Funding Date Rolled-Up Loan Syndication, the Fronting Lender shall be deemed to have, at the direction of the Required Lenders,

irrevocably exchanged all Purchased Final Funding Eligible Prepetition 1L Claims received by the Fronting Lender in connection with the Final Draw Funding Date Roll-Up Loan Syndication as described in Section 2.01(b)(iii). Any DIP Roll-Up Term Loans incurred by the Borrower pursuant to this Section 2.01(b)(ii) shall be deemed incurred on the Final Draw Funding Date.

(iii) In exchange for the Fronting Lender agreeing to take assignment of and subsequently cancel, extinguish and waive the Purchased Eligible Prepetition 1L Claims in connection with the DIP Roll-Up Loan Syndication, the Lux Borrower will issue, immediately after the funding of (x) the Closing Date DIP New Money Term Loans, with respect to DIP Roll-Up Term Loans to be exchanged pursuant to the Closing Date Roll-Up Syndication and (y) Final Draw Funding Date New Money Term Loans, with respect to the DIP Roll-Up Term Loans to be exchanged pursuant to the Final Draw Funding Date Roll-Up Syndication, as applicable, DIP Roll-Up Term Loans to the Fronting Lender in the same amount of the applicable Purchased Eligible Prepetition 1L Claims. As set forth in Section 2.01(b)(i) and Section 2.01(b)(ii), the Fronting Lender shall use such DIP Roll-Up Term Loans as consideration to satisfy its Applicable Closing Date Payables and Applicable Final Funding Payables, as applicable, in connection with the DIP Roll-Up Loan Syndication

(iv) All DIP Roll-Up Term Loans incurred by the Lux Borrower pursuant to this Section 2.01(b) shall be funded as EURIBOR Loans denominated in euros except, solely in the case of any DIP Roll-Up Term Loans assigned to Required USD Holders, such DIP Roll-Up Term Loans shall be converted and exchanged into DIP Roll-Up Term Loans and Term SOFR Loans at the Specified Exchange Rate in a principal amount equal to the Required USD Amount for each Required USD Holder and be deemed to have been incurred by the [U.S.] Borrower.

(v) For U.S. federal and applicable state and local income tax purposes, the Parties shall treat the purchase and funding of the DIP New Money Term Loans and the deemed assignment of the DIP Roll-Up Term Loans as an integrated acquisition of an investment unit consisting of the DIP New Money Term Loans and DIP Roll-Up Term Loans for a package of consideration consisting of cash and Eligible Prepetition 1L Claims, except as otherwise required by a change in law after the date hereof or upon a contrary final "determination" within the meaning of Section 1313(a) of the Code (and any analogous or similar determination under state or local law).

Amounts borrowed under this Section 2.01 and repaid or prepaid may not be re-borrowed. DIP Term Loans may be Base Rate Loans, SOFR Loans or EURIBOR Loans, as further provided herein.

Notwithstanding anything to the contrary herein or in the Prepetition SFA Loan Documents and the Prepetition 1L Notes Documents, as applicable, the obligations with respect to the DIP Term Loans shall be allocated among the Lux Borrower, the U.S. Borrower and the German Borrower, respectively, in accordance with the allocations on file with the Administrative Agent.

Section 2.02. Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of SOFR Loans or EURIBOR Loans, as applicable, shall be made upon the applicable Borrower's irrevocable notice to the Administrative Agent of such Borrowing, conversion or continuation of Term SOFR Loans or EURIBOR Loans, as applicable, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than (i) 1:00 p.m. three (3) U.S. Government Securities Business Days prior to the requested date of any Borrowing or continuation or conversion of Term SOFR Loans (or any conversion of Base Rate Loans to Term SOFR Loans), (ii) 1:00 p.m. three (3)

Business Days prior to the requested date of any Borrowing or continuation of EURIBOR Loans and (iii) 11:00 a.m. on the requested date of any Borrowing of Base Rate Loans or any continuation or conversion of Term SOFR Loans to Base Rate Loans. Each telephonic notice by such Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing of, conversion to or continuation of Term SOFR Loans or EURIBOR Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Except with respect to the initial Credit Extension, each Borrowing of, continuation of or conversion to Base Rate Loans, shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each Committed Loan Notice shall specify, as applicable, (i) whether such Borrower is requesting a Term Borrowing or a conversion or continuation of Term Loans from one Type to the other, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day or a U.S. Government Securities Business Day, as applicable), (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, (v) in the case of Term SOFR Loans or EURIBOR Loans, the duration of the Interest Period with respect thereto and (vi) [reserved]. If the applicable Borrower fails to specify a Type of Loan in a Committed Loan Notice with respect to Loans denominated in Dollars or fails to give a timely request for conversion or continuation of Loans denominated in Dollars pursuant to a Committed Loan Notice, then the applicable Loans shall be made as, continued as or converted to, as applicable, a Base Rate Loan. Any such automatic conversion to a Base Rate Loan shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term SOFR Loans. If the applicable Borrower requests a Borrowing or continuation of Term SOFR Loans or EURIBOR Loans or a conversion to Term 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. The Borrowers and the Lenders acknowledge and agree that any conversion or continuation of an existing Loan shall be deemed to be a continuation of that Loan with a converted interest rate methodology and not a new Loan.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Pro Rata Share or other applicable share provided for under this Agreement of the Loans, 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, in each case as described in Section 1.01(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, through its relevant Lending Office, at the Administrative Agent's Office not later than 11:00 a.m. on the Business Day specified in the applicable Committed Loan Notice. The Administrative Agent shall make all funds so received available to the Borrowers in like funds as received by the Administrative Agent by wire transfer of such funds to the Loan Proceeds Account pursuant to the Escrow Agreement. For the avoidance of doubt, all parties agree that all DIP Term Loans (including DIP New Money Term Loans and DIP Roll-Up Term Loans) shall be funded and accrue interest starting on the date of such Borrowing, including any DIP Term Loans the proceeds of which have been deposited into the Loan Proceeds Account.

(c) Except as otherwise provided herein, a Term SOFR Loan or a EURIBOR Loan may be continued, and a Term SOFR Loan may be converted, only on the last day of an Interest Period for such Term SOFR Loan or EURIBOR Loan unless a Borrower pays the amount due, if any, under Section 3.05 in connection therewith. During the existence of an Event of Default, upon notice to the Administrative Agent, the Required Lenders may require that no Loans may be converted to or continued as Term SOFR Loans.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Term SOFR Loans or EURIBOR Loans, as applicable, upon determination of such interest rate. The determination of the Term SOFR or EURIBOR, as applicable,

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 Administrative Agent's (or any successor administrative agent's) 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 DIP Term Loans from one Type to the other, and all continuations of DIP Term Loans as the same Type, there shall not be more than ten Interest Periods in effect.

(f) The failure of any Lender to make the DIP Term 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 DIP Term Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the DIP Term Loan to be made by such other Lender on the date of any Borrowing.

(g) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's Pro Rata Share or other applicable share provided for under this Agreement of such Borrowing, the Administrative Agent may assume that such Lender has made such Pro Rata Share or other applicable share provided for under this Agreement available to the Administrative Agent on the date of such Borrowing in accordance with Section 1.01(b) above, and the Administrative Agent may, in reliance upon such assumption, and in its sole discretion, make available to the Borrowers on such date a corresponding amount. If the Administrative Agent shall have so made funds available, then, to the extent that such Lender shall not have made such portion available to the Administrative Agent, each of such Lender and each Borrower severally agrees to repay to the Administrative Agent promptly after written demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid to the Administrative Agent at (i) in the case of the Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, the Overnight Rate *plus* any administrative, processing, or similar fees customarily charged by the Administrative Agent in accordance with the foregoing. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this Section 1.01(g) shall be conclusive in the absence of manifest error. If such Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to such Borrower the amount of such interest paid by such Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by a Borrower shall be without prejudice to any claim such Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(h) [Reserved].

(i) With respect to SOFR, Term SOFR or EURIBOR, the Administrative Agent (with consent of the Company and the Required Lenders) will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Lenders reasonably promptly after such amendment becomes effective.

(j) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, each Borrower and each of the other Loan Parties, the Administrative Agent and the Lenders hereby acknowledge and agree that certain Participating DIP Term Lenders (the "**Required USD Holders**") may

require that a certain principal amount of DIP New Money Term Loans and/or DIP Roll-Up Term Loans to be denominated in Dollars (such required amount for any such holder, the "**Required USD Amount**").

Section 2.03. [Reserved]

Section 2.04. Syndication

Following the Closing Date, the Company shall use commercially reasonable efforts to assist the Backstop Parties in connection with a syndication process (the "**Syndication**") for the assignment of a proportionate share of DIP New Money Term Loans in accordance with syndication procedures (the "**Syndication Procedures**") acceptable to each of the Administrative Agent and the Required Lenders (each in their sole discretion). Upon completion of the Syndication, Schedule 2.04, which shall be prepared by the Lender Advisors and satisfactory to the Required Lenders, shall be delivered to the Administrative Agent, which shall set forth the aggregate principal amount of DIP New Money Term Loans and proposed DIP Roll-Up Term Loans held, or to be held, by each Lender following Syndication. The roll-up shall be effective, and the deemed assignment of the DIP Roll-Up Term Loans and cancellation, extinguishment and waiver of the Eligible Prepetition 1L Claims shall occur as set forth in Section 2.01(b).

Section 2.05. Prepayments.

(a) *Optional*. (i)(A) The Borrowers may, upon delivery of written Notice of Loan Prepayment to the Administrative Agent by the applicable Borrower, at any time or from time to time voluntarily prepay the DIP Term Loans in whole or in part without premium or penalty (except as expressly set forth in this Section 2.05); *provided* that (1) such notice must be received by the Administrative Agent not later than 11:00 a.m. (A) two Business Days prior to any date of prepayment of Term SOFR Loans or EURIBOR Loans and (B) one Business Day prior to the date of prepayment of Base Rate Loans; (2) any prepayment of Term SOFR Loans denominated in Dollars shall be in a minimum principal amount of $1,000,000, or a whole multiple of $500,000 in excess thereof; (3) any prepayment of EURIBOR Loans denominated in Euros shall be in a minimum principal amount of €1,000,000, or a whole multiple of €500,000 in excess thereof and (4) 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 of Loan Prepayment shall specify the date and amount of such prepayment and the Type(s) of Loans 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. If such Notice of Loan Prepayment is given by any Borrower, unless rescinded, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a DIP Term Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.05. In the case of each prepayment of the DIP Term Loans pursuant to this Section 1.01(a), such payment shall be paid to the Lenders in accordance with their respective Pro Rata Shares or other applicable share provided for under this Agreement.

(i) Notwithstanding anything to the contrary contained in this Agreement, any Notice of Loan Prepayment under Section 2.05(a)(i) may be extendable or revocable and may be conditional if such prepayment is conditioned upon occurrence of another event.

(ii) Voluntary prepayments hereunder shall be applied to all DIP Term Loans on a pro rata basis.

(b) *Mandatory*.

(i) [Reserved].

(ii) If (1) Topco, the Company or any of their Subsidiaries Disposes of any property or assets (other than any Disposition of any property or assets permitted by Sections 7.05(c), (d), (e), (f), (l), (m), (n), (o), and (x), in each case, to the extent any such Disposition is done in the ordinary course of business, consistent with past practice), or (2) any Casualty Event occurs, which results in the receipt by Topco, the Company or any of their Subsidiaries of Net Proceeds, subject to the DIP Orders and Section **Error! Reference source not found.**, the Company shall cause to be prepaid on or prior to the date which is three Business Days after the date of the receipt by Topco, the Company or such Subsidiary of such Net Proceeds an aggregate principal amount of DIP Term Loans in an amount equal to 100% of all such Net Proceeds;

(iii) If Topco, the Company or any of their Subsidiaries incurs or issues any Indebtedness after the Closing Date not permitted to be incurred or issued pursuant to Section 7.03 the Borrower shall cause to be prepaid an aggregate principal amount of such DIP Term Loans in an amount equal to 100% of all Net Proceeds received therefrom on or prior to the date which is three Business Days after the receipt by Topco, the Company or such Subsidiary of such Net Proceeds.

(iv) If Topco, the Company or any of their Subsidiaries receives proceeds through the offering of Disqualified Equity Interests or Qualified Equity Interests, the Borrower shall cause to be prepaid an aggregate principal amount of such DIP Term Loans in an amount equal to 100% of all Net Proceeds received therefrom on or prior to the date which is three Business Days after the receipt by Topco, the Company or such Subsidiary of such Net Proceeds.

(v) Notwithstanding any other provisions of this Section 2.05 to the contrary, to the extent that the applicable Borrower has determined in good faith that repatriation directly or indirectly to any applicable jurisdiction of Net Proceeds would reasonably be expected to have material adverse tax consequences to a Loan Party then an amount equal to such Net Proceeds that would be so affected will not be subject to repayment under this Section 2.05 and such amounts shall be available for general corporate purposes of the applicable Loan Parties. For the avoidance of doubt, nothing in this Section 2.05 shall require a Loan Party to cause any amounts to be repatriated to any other applicable Loan Party.

(vi) [Reserved].

(vii) Except as otherwise provided herein, each prepayment of DIP Term Loans pursuant to this Section 1.01(b) shall be paid to the Lenders in accordance with their respective Pro Rata Shares of such prepayment.

(viii) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of DIP Term Loans required to be made by the Borrower pursuant to clauses (ii) and (iii) of this Section 1.01(b) not later than 11:00 a.m. at least two Business Days prior to the date of such prepayment. Each such Notice of Loan Prepayment shall specify the date of such prepayment and provide a reasonably detailed calculation of the aggregate amount of such prepayment required to be made by the Borrower. The Administrative Agent will promptly notify each Lender of the contents of the Borrower's Notice of Loan Prepayment and of such Lender's Pro Rata Share of the prepayment. Each Lender may reject all (but not less than all) of its Pro Rata Share of any mandatory prepayment (such declined amounts, the "**Declined Proceeds**") of DIP Term Loans required to be made pursuant to clauses (ii) and (iii) of this Section 1.01(b) by providing written notice (each, a "**Rejection Notice**") to the Administrative Agent no later than 5:00 p.m. one

Business Day after the date of such Lender's receipt of Notice of Loan Prepayment from the Administrative Agent regarding such prepayment. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of DIP Term Loans. Any Declined Proceeds may be retained by the Borrower to the extent not required to be applied to prepay other Indebtedness.

(c) *Interest, Funding Losses, Etc*. All prepayments under this Section 2.05 shall be accompanied by all accrued interest thereon, together with, in the case of any such prepayment of a Term SOFR Loan or EURIBOR Loan, as applicable, on a date prior to the last day of an Interest Period therefor, any amounts owing in respect of such Term SOFR Loan or EURIBOR Loan, as applicable, pursuant to Section 3.05.

Section 2.06. [Reserved]

Section 2.07. Repayment of Loans

The Borrower hereby unconditionally promises to pay to the Administrative Agent, for the account of each Lender the then unpaid principal amount of outstanding DIP Term Loans, plus any interest accrued and unpaid on such DIP Term Loans, on the Maturity Date unless such DIP Term Loans have been otherwise satisfied in accordance with the Chapter 11 Plan, and the Lenders hereby expressly agree that the Obligations may be satisfied in accordance with the Chapter 11 Plan. Notwithstanding anything herein or the other Loan Documents to the contrary, if the Required Supermajority Lenders elect to support any other transaction not constituting the Chapter 11 Plan that provides for the Lenders to receive non-cash distributions on account of the Obligations and related DIP Term Loan Claims on account thereof, then each Lender shall be deemed to have consented to have its DIP Term Loan Claims paid on the effective date of such transaction with the non-cash option so provided.

Section 2.08. Interest.

(a) Subject to the provisions of Section 1.01(b), (i) each Term SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Term SOFR for such Interest Period *plus* the Applicable Rate; (ii) each EURIBOR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to EURIBOR Rate for such Interest Period *plus* the Applicable Rate; and (iii) 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.

(b) During the continuance of an Event of Default under Section 8.01(a), the Borrower shall pay interest on past due amounts (after giving effect to any applicable grace period) 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; *provided* that no interest at the Default Rate shall accrue or be payable to a Defaulting Lender so long as such Lender shall be a Defaulting Lender. Accrued and unpaid interest on such amounts (including interest on past due interest) shall be due and payable upon written demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto in cash (except with respect to the PIK Interest as set forth below) 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, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) The portion of the interest payable in kind as described in the definition of Applicable Rate (such payable in-kind interest, "**PIK Interest**") shall instead be capitalized and added to the principal amount of the DIP Term Loans on each Interest Payment Date. Any interest so capitalized shall for all purposes of this Agreement constitute principal amount of DIP Term Loans bearing interest as provided in herein from the date on which such interest has been so capitalized.

(e) Interest shall begin to accrue on the DIP Roll-Up Term Loans from (and including) the date such DIP Roll-Up Term Loans are deemed assigned to the Fronting Lender in accordance with Section 2.01(b). Notwithstanding anything to the contrary in this Agreement, DIP New Money Term Loans shall be deemed to be made and funded hereunder on the Closing Date or Final Draw Funding Date, as applicable, and shall accrue interest in accordance with this Section 2.08(e) even if such DIP New Money Term Loans are not yet withdrawn and disbursed to the Borrower.

Section 2.09. Fees and Premiums.

(a) *Backstop Premium*. The Borrower agrees to pay on the Closing Date to the Administrative Agent, for the ratable account of each Backstop Party, the Backstop Premium, which shall be fully earned, due and payable on the Closing Date, and shall be Paid in Kind on the Closing Date. The Backstop Premium payable to each Backstop Party shall be fully earned on the Closing Date, shall not be refundable for any reason and shall be payable without setoff, defense, or counterclaim of any kind. For U.S. federal and applicable state and local income tax purposes, the parties hereto agree to treat, and to cause their respective Affiliates to treat, the Backstop Premium as original issue discount or put option premium. For the avoidance of doubt, nothing in this Agreement or the related legal documents requires the Backstop Parties to provide any services to the Borrower or any of its Affiliates, and the Backstop Premium is a payment for the use of capital, but not for any services.

(b) *Administrative Agent Fees*. The Borrower shall pay to the Administrative Agent such fees as shall have been separately agreed upon in writing (including pursuant to the Administrative Agent Fee Letter) in the amounts and at the times so specified (the "**Administrative Agent Fees**"). Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever (except as agreed between the Borrower and the Administrative Agent).

(c) *Fronting Fees*. The Borrower shall pay to the Fronting Lender on the Closing Date, for its own account and not for the account of any other Lender, such fees as shall have been separately agreed between the Borrower and the Fronting Lender in writing (including pursuant to the Fronting Fee Letter) in the amounts and at the times so specified (the "**Fronting Fees**"). Such fees shall be fully earned, due and payable on the Closing Date and shall not be refundable for any reason whatsoever.

(d) *Escrow Fees*. The Borrower shall pay to the Escrow Agent such fees as shall have been separately agreed upon in writing (including pursuant to the Escrow Agreement) in the amounts and at the times so specified (the "**Escrow Agent Fees**"). Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever (except as agreed between the Borrower and the Escrow Agent).

(e) *Commitment Premium*. The Borrower agrees to pay on the Closing Date to the Administrative Agent, for the ratable account of each Lender named on Schedule 1.01A on the Closing Date with an Initial DIP Term Loan Commitment, in exchange for providing such Lender's Initial DIP Term Loan Commitments, a closing fee (the "**Commitment Premium**") in an amount equal to [5.00]% of the stated principal amount of such Lender's Initial DIP Term Loan Commitments provided on the Closing Date. Such Commitment Premium will be in all respects fully earned, due and payable on the Closing Date,

and shall be Paid in Kind on the Closing Date. For U.S. federal and applicable state and local income tax purposes, the parties hereto agree to treat, and to cause their respective Affiliates to treat, the Commitment Premium as original issue discount. The parties hereto and their respective Affiliates shall prepare and file all tax returns consistent with the tax treatment described in the immediately preceding sentence except as otherwise required pursuant to a final determination within the meaning of Section 1313(a) of the Code.

(f) *SteerCo Premium*. The Borrower agrees to pay on the Closing Date to the Administrative Agent for the ratable account of each SteerCo Member, the *SteerCo* Premium, which shall be fully earned, due and payable on the Closing Date, and shall be Paid in Kind on the Closing Date. The *SteerCo* Premium payable to each SteerCo Member as set forth above shall be fully earned on the Closing Date, shall not be refundable for any reason and shall be payable without setoff, defense, or counterclaim of any kind. For U.S. federal and applicable state and local income tax purposes, the parties hereto agree to treat, and to cause their respective Affiliates to treat, the SteerCo Premium as original issue discount or put option premium. For the avoidance of doubt, nothing in this Agreement or the related legal documents requires the SteerCo Members to provide any services to the Borrower or any of its Affiliates, and the SteerCo Premium is a payment for the use of capital, but not for any services.

(g) *Fees and Premiums Generally*. All fees and premiums (other than those required to be or elected by the relevant receiving party to be Paid in Kind) will be paid on the dates due and payable, in immediately available funds (unless netted or otherwise expressly set forth in this Section 2.09), to the Administrative Agent at the Administrative Agent's Office for distribution, if and as appropriate, among the Lenders. Once paid, none of the fees or premiums will be refundable under any circumstances.

Section 2.10. Computation of Interest and Fees.

All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to the Term SOFR) shall be made on the basis of a year of 365 days, or 366 days, as applicable, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 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 1.01(a), bear interest for one 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.

Section 2.11. Evidence of Indebtedness.

(a) The Credit Extensions 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 agent for the Borrower, in each case in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be *prima facie* evidence absent manifest error of the amount of the Credit Extensions 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 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 made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) 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 Section 1.01(a) and by each Lender in its account or accounts pursuant to Section 1.01(a) 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 obligations of the Borrower under this Agreement and the other Loan Documents.

Section 2.12. Payments Generally.

(a) Except as provided by Section 3.01, all payments to be made by the Borrower or any other Loan Party shall be made without condition or deduction for any counterclaim, defense (other than payment in full), recoupment or setoff. Except as otherwise expressly provided herein all payments by the Borrower or any other Loan Party hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in Dollars and in Same Day Funds not later than 2:00 p.m. on the date specified herein. Without limiting the generality of the foregoing, the Administrative Agent may require that any payments due under this Agreement be made in the United States. The Administrative Agent will promptly distribute to each Lender its Pro Rata Share (or other applicable share provided for under this Agreement) 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 2:00 p.m., in the case of payments in Dollars, shall in each case be deemed received on the next succeeding Business Day (or, in the Administrative Agent's sole discretion, on the same Business Day) 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 Term SOFR Loans or EURIBOR Loans, as applicable, 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 Overnight 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 Overnight 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 written notice (including documentation reasonably supporting such request) of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this Section 1.01(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 Credit Extension 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) [Reserved].

(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 Administrative Agent 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 8.03. If the Administrative Agent receives funds for application to the 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 sum of the Outstanding Amount of all Loans outstanding at such time in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender.

(h) Amounts to be applied to the prepayment of Loans in connection with any mandatory prepayments by the Borrower of the DIP Term Loans pursuant to Section 1.01(b) shall be applied, as applicable, on a pro rata basis to the DIP Term Loans being prepaid irrespective of whether such outstanding DIP Term Loans are Base Rate Loans or, after giving effect to the last paragraph of Section 2.05, Term SOFR Loans and EURIBOR Loans; provided that if no Lenders exercise the right to waive a given mandatory prepayment of the Term Loans pursuant to Section 1.01(b)(viii), then, with respect to such mandatory prepayment, the amount of such mandatory prepayment shall be applied first to reduce outstanding Base Rate Loans. Any amounts remaining after each such application shall be applied to prepay

Term SOFR Loans and EURIBOR Loans in a manner that minimizes the amount of any payments required to be made by the Borrower pursuant to Section 3.05.

Section 2.13. Sharing of Payments.

If, other than as provided elsewhere herein, any Lender shall obtain payment in respect of any principal or interest 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 any principal or interest on such Loans or such participations, as the case may be, 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 10.06 (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 the avoidance of doubt, the provisions of this paragraph shall not be construed to apply to (A) any payment made by the Borrower or application of funds pursuant to and in accordance with the express terms of this Agreement as in effect from time to time (including the application of funds arising from the existence of a Defaulting Lender) 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 pursuant to this Section 2.13 may, to the fullest extent permitted by applicable Law, exercise all its rights of payment (including the right of setoff, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participations. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.13 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.13 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 Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased. This Section shall not apply to the extent that the Lender that has received an amount in excess of the amount it would have received as a result of the application to any other Lenders of any legal provision regarding mandatory subordination of such other Lender's claim within the insolvency proceedings of a Loan Party having its centre of main interest (as that term is used in Article 3(1) of Regulation (EU) No. 2015/848 of 20 May 2015 of the European Parliament and of the Council on Insolvency Proceedings (recast)) in Spain.

Section 2.14. [Reserved].

Section 2.15. [Reserved].

Section 2.16. [Reserved]

Section 2.17. Defaulting Lenders

(a) *Adjustments*. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 10.01.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default has occurred and is continuing), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as reasonably determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing 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 Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default has occurred and is continuing, 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 that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and sixth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 1.01(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Default Interest. That Defaulting Lender shall not be entitled to receive any interest at the Default Rate pursuant to Section 1.01(b) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such interest that otherwise would have been required to have been paid to that Defaulting Lender).

(b) *Defaulting Lender Cure*. If the Borrower and the Administrative Agent agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent (acting at the Direction of the Required Lenders) may determine to be necessary to cause the Loans to be held on a pro rata basis by the Lenders in accordance with their Pro Rata Share, whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees, or interest at the Default Rate pursuant to Section 1.01(b), accrued or payments made by or on

behalf of the Borrower while that Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.18. Superpriority Nature of Obligations and Administrative Agent's Liens; Payment of Obligations.

The priority of the Administrative Agent's Liens on the Collateral, claims and other interests shall be as set forth in the DIP Orders. Upon the Maturity Date, the Administrative Agent and the Lenders shall be entitled to immediate payment of such Obligations without application to or order of the Bankruptcy Court; provided that, such entitlement shall be subject to the DIP Orders and the Chapter 11 Plan.

Section 2.19. Benchmark Replacement Setting.

(a) *Benchmark Replacement*. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(b) *Benchmark Replacement Conforming Changes*. 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) *Notices*; Standards for Decisions and Determinations. 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. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.19(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.19, 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, except, in each case, as expressly required pursuant to this Section 2.19.

(d) *Unavailability of Tenor of Benchmark*. 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 Screen Rate or the EURIBOR 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 (acting at the Direction of the Required Lenders) 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) *Benchmark Unavailability Period*. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a Term SOFR Borrowing of, conversion to or continuation of Term SOFR Loans to be made, converted or continued, or a EURIBOR Borrowing of or continuation of EURIBOR Loans to be made continued, during any Benchmark Unavailability Period and, failing that, (x) the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans, in the case of Loans denominated in Dollars or (y) any request for a Loan denominated in Euros shall be ineffective. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate. Furthermore, if any Loan denominated in Euros is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to the EURIBOR Rate, then such Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) be converted by the Administrative Agent to, and (subject to the remainder of this subclause (B)) shall constitute, a Base Rate Loan denominated in Dollars (in an amount equal to the Dollar Equivalent Amount of Euros so converted) on such day (it being understood and agreed that if the Borrower does not so prepay such Loan on such day by 12:00 noon, local time, the Administrative Agent is authorized to effect such conversion of such EURIBOR Loan into a Base Rate Loan denominated in Dollars), and, in the case of such subclause (B), upon any subsequent implementation of a Benchmark Replacement in respect of Euros pursuant to this clause (e), such Base Rate Loan denominated in Dollars shall then be converted by the Administrative Agent to, and shall constitute, a EURIBOR Loan denominated in Euros (in an amount equal to the Euro Equivalent Amount of Dollars so converted) on the day of such implementation, giving effect to such Benchmark Replacement in respect of Euros.

## ARTICLE III.[4]
## TAXES, INCREASED COSTS PROTECTION AND ILLEGALITY

Section 3.01. Taxes.

(a) Except as provided in this Section 3.01, any and all payments made by or on account of any obligation of the Borrower or any Guarantor under any Loan Document shall be made free and clear of and without deduction for any Taxes, except as required by applicable Law. If the Borrower, any Guarantor or other applicable withholding agent shall be required by any Laws to deduct any Taxes from or in respect of any sum payable under any Loan Document to any Recipient (as determined in the good faith discretion of an applicable withholding agent), (i) if the Tax in question is an Indemnified Tax or Other Tax, the sum payable by the Borrower or any Guarantor shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01), each such Recipient receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions, (iii) the applicable withholding agent shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Laws and (iv) within 30 days after the date of such payment (or, if receipts or evidence are not available within 30 days, as soon as practicable thereafter), if the Borrower or any Guarantor is the applicable withholding agent, it shall furnish to such Recipient (as the case may be) the original or a copy of a receipt evidencing payment thereof or other evidence reasonably acceptable to such Recipient.

(b) The Borrower agrees to pay any and all Other Taxes.

(c) Without duplication of any obligation under Section 3.01(a), the Borrower and each Guarantor agree to indemnify each Recipient, within ten (10) days after demand therefor, for (i) the full amount of Indemnified Taxes and Other Taxes (including Indemnified Taxes and Other Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and (ii) any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the Governmental Authority. A certificate as to the amount of such payment or liability prepared in good faith and delivered by such Recipient (or by the Administrative Agent on behalf of such Recipient) shall be conclusive absent manifest error.

(d) Each Recipient that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall, at such times as are reasonably requested by the Borrower or the Administrative Agent, provide the Borrower and the Administrative Agent with any documentation prescribed by Law or reasonably requested by the Borrower or the Administrative Agent certifying as to any entitlement of such Recipient to an exemption from, or reduction in, withholding Tax with respect to any payments to be made to such Recipient under the Loan Documents. In addition, any Recipient, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether any such payments are subject to information reporting or backup withholding. Each such Recipient shall, whenever a lapse in time or change in circumstances renders such documentation obsolete or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or

[4] **NTD:** K&E to confirm whether the Dutch Loan Party is part of a tax fiscal unity (CIT or VAT) with a non-Loan Party. If that is the case there may be tax liability risk and this will need to be considered with Dutch counsel.

promptly notify the Borrower and the Administrative Agent in writing of its inability to do so. Unless the applicable withholding agent has received forms or other documents satisfactory to it indicating that payments under any Loan Document to or for a Recipient are not subject to withholding Tax or are subject to such Tax at a rate reduced by an applicable tax treaty, the applicable withholding agent shall withhold amounts required to be withheld by applicable Law from such payments at the applicable statutory rate. 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 Section 1.01(e)(A), Section 1.01(e)(B), Section 1.01(e)(C), Section 1.01(e)(D) and Section 3.01(e) below) 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. Without limiting the foregoing:

(i) Each Lender that is a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) two properly completed and duly signed copies of Internal Revenue Service Form W-9 certifying that such Lender is exempt from federal backup withholding.

(ii) Each Lender that is not a United States person (as defined in Section 7701(a)(30) of the Code), to the extent it is legally entitled to do so, shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent) whichever of the following is applicable:

(A) two properly completed and duly signed copies of Internal Revenue Service Form W-8BEN or Form W-8BEN-E (or any successor forms) claiming eligibility for the benefits of an income tax treaty to which the United States is a party, and such other documentation as required under the Code,

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

(C) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (A) a certificate substantially in the form of Exhibit F-1 hereto (any such certificate in Exhibit F a "**United States Tax Compliance Certificate**") and (B) two properly completed and duly signed copies of Internal Revenue Service Form W-8BEN or Form W-8BEN-E (or any successor forms), or

(D) to the extent a Lender is not the beneficial owner (for example, where the Lender is a partnership, or has sold a participation), Internal Revenue Service Form W-8IMY (or any successor forms) of the Lender, accompanied by a Form W-8ECI, Form W-8BEN, Form W-8BEN-E, a United States Tax Compliance Certificate substantially in the form of Exhibit F-3 or F-4, Form W-9 or any other required information from each beneficial owner, as applicable (provided that, if the Lender is a partnership and one or more beneficial owners of such Lender are claiming the portfolio interest exemption, the United States Tax Compliance Certificate substantially in the form of Exhibit F-2 may be provided by such Lender on behalf of such beneficial owner).

(iii) Any Administrative Agent that is a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower on or before the date on which it

becomes a party to this Agreement (and from time to time thereafter upon the request of the Borrower ) two properly completed and duly signed copies of Internal Revenue Service Form W-9, certifying that the Administrative Agent is exempt from federal backup withholding. Any Administrative Agent that is not a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the request of the Borrower ) two properly completed and duly signed copies of Internal Revenue Service Form W-8ECI with respect to payments received on its own account and, with respect to payments received on account of others, an Internal Revenue Service Form W-8IMY in accordance with Section 9.13.

(iv) Each Lender, to the extent it is legally entitled to do so, shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in withholding Tax, duly completed, 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.

(v) [A Lender shall notify the German Borrower, the Administrative Agent, and, as the case may be, the Guarantor reasonably promptly if it becomes aware that it is, or has become a Non-Cooperative Jurisdiction Resident Party. Upon the reasonable request of the German Borrower or, as the case may be, the Guarantor each Lender shall, within ten (10) Business Days, (i) notify the German Borrower or Guarantor in which jurisdiction the relevant Lender is tax resident and in which jurisdiction the lending office is located for tax purposes, and (ii) provide the German Borrower or Guarantor with the documentation and information reasonably requested. If a Lender fails to notify or to supply documentation or other information (in each case as requested under the second sentence of this Section 3.01(d)(v), then such Lender shall be treated for the purposes of the Loan Documents (and payments under them) as if it is a Non-Cooperative Jurisdiction Resident Party until such time as the Lender in question provides the requested notification, documentation and other information.)

(e) If a payment made to a Recipient under any Loan Document would be subject to withholding Tax imposed under FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA, such Recipient shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Laws and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Laws 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 Recipient has or has not complied with such Person's obligations under FATCA and, if necessary, to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 3.01(e), "FATCA" shall include any amendments made to FATCA after the Closing Date.

(f) Any Recipient claiming any additional amounts payable pursuant to this Section 3.01 shall use its reasonable efforts to mitigate or reduce the additional amounts payable, which reasonable efforts may include a change in the jurisdiction of its Lending Office (or any other measures reasonably requested by the Borrower) if such a change or other measures would reduce any such additional amounts (or any similar amount that may thereafter accrue) and would not, in the determination of such Recipient, result in any unreimbursed cost or expense or be otherwise disadvantageous to such Recipient.

(g) If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund in respect of any Indemnified Taxes or Other Taxes as to which indemnification or additional amounts have been paid to it by a Loan Party pursuant to this Section 3.01, it shall promptly remit such refund to such Loan Party (but only to the extent of indemnification or additional amounts paid by the Loan Party under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Recipient, and without interest (other than any interest paid by the relevant taxing authority with respect to such refund net of any Taxes payable by the Administrative Agent or Lender on such interest); provided that the Loan Parties, upon the request of the Recipient, agree promptly to return such refund (*plus* any penalties, interest or other charges imposed by the relevant taxing authority) to such Recipient in the event such Recipient is required to repay such refund to the relevant taxing authority; provided, further, that in no event will any Recipient be required to pay any amount to a Loan Party pursuant to this paragraph (g) the payment of which would place such Recipient in a less favorable net after-Tax position than such Recipient 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 shall not be construed to require any Recipient to make available its tax returns (or any other information relating to Taxes that it deems confidential) to the Borrower or any other person.

(h) Without duplicating or limiting provisions Section 3.01(a) or Section 3.01(c), each Lender shall severally indemnify the respective Borrower, or as the case may be, the respective Guarantor, for any Taxes, that are not Tax Withholdings, resulting from the respective Recipient being a Non-Cooperative Jurisdiction Resident Party (including, for the avoidance of doubt, Taxes that result from the non-deductibility of payments to the Recipient) attributable to such Lender, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the relevant Lender by the Borrower or Guarantor via the Administrative Agent shall be conclusive absent manifest error. The indemnification shall be paid within 10 days after demand therefor by the relevant Lender to the Administrative Agent who shall then pay the respective amount within 10 days after the receipt of the payment to the respective Borrower or Guarantor. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Borrower or Guarantor and the Administrative Agent under this Section 3.01(h).

(i) Value Added Tax.

(i) All amounts expressed to be payable under this Agreement or any other Loan Document by any party to any Agent, Lender or any other recipient of any payment to be made by or on behalf of any obligation of the Loan Parties hereunder or the Obligations (each, a "Finance Party") which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply (other than where the relevant Finance Party or one of its Affiliates has exercised an option to treat the consideration for a supply or supplies under a Loan Document as subject to VAT, in which case the amounts payable in relation to any such supply shall be inclusive of VAT to the extent VAT arises as a result of such option being exercised), and accordingly, subject to Section 3.01(i)(ii) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under this Agreement or any other Loan Document: (i) if such Finance Party is required to account to the relevant tax authority for the VAT, that party shall pay to the Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of such VAT upon such Finance Party providing an appropriate VAT invoice to such party; or (ii) if such party is required to directly account for such VAT under the reverse charge procedure provided for by article 44 of

the Council Directive 2006/112/EC or section 7A of the United Kingdom Value Added Tax Act 1994, in each case as amended, or any relevant VAT provisions of the jurisdiction in which such party received such supply, then such party shall account for the VAT at the appropriate rate (and the relevant Finance Party must promptly provide an appropriate VAT invoice to such party stating that the amount is charged in respect of a supply that is subject to VAT but that the reverse charge procedure applies).

(ii) If VAT is or becomes chargeable on any supply made by any Finance Party (the "Supplier") to any other of the Finance Parties (the "Subject Recipient") under a Loan Document, and any party other than the Subject Recipient (the "Subject Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse such Finance Party in respect of that consideration):

(A) where the Supplier is the person required to account to the relevant tax authority for the VAT, the Subject Party shall also pay to the Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT. The Subject Recipient shall, where this Section 3.01(i)(ii)(A) applies, promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Subject Recipient from the relevant tax authority which the Subject Recipient reasonably determines relates to the VAT chargeable on the supply; and

(B) where the Subject Recipient is the person required to account to the relevant tax authority for the VAT, the Subject Party shall promptly, following demand from the Subject Recipient, pay to the Subject Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Subject Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(iii) Where this Agreement or any other Loan Document requires any party to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) the Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that the Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(iv) In relation to any supply made by a Finance Party to any party under this Agreement or any other Loan Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

(v) Any reference in this Section 3.01(i) to any party shall, at any time when such party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated as making the supply or (as appropriate) receiving the supply under the grouping rules (as provided for in Article 11 of the Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union or any other similar provision in any jurisdiction which is not a member state of the European Union)) (including, for the avoidance of doubt, in accordance with section 43 of the United Kingdom Value Added Tax Act 1994) so that a reference to a party shall be construed as a reference to that Party or the relevant group or unity (or fiscal unity) of which that party is a member for VAT purposes at the relevant time or the relevant member (or head) of that group or unity (or fiscal unity) at the relevant time (as the case may be).

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 SOFR, Term SOFR, EURIBOR Rate, the EURIBOR Screen Rate, or the EURIBOR Interpolated Rate or to determine or charge interest rates based upon SOFR, Term SOFR, EURIBOR Rate, the EURIBOR Screen Rate, or the EURIBOR Interpolated Rate, in each case after the Closing Date, then, on written notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Term SOFR Loans or EURIBOR Loans, as applicable, or to convert Base Rate Loans to Term SOFR Loans or EURIBOR Loans, as applicable, shall be suspended 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, the Borrower shall promptly, following written demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, and such Loans are denominated in Dollars, convert all applicable Term SOFR Loans or EURIBOR Loans (in the case of EURIBOR Loans, in an amount equal to the Dollar Equivalent Amount of Euros so converted), as applicable, of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loans or EURIBOR Loans, as applicable, to such day, or promptly, if such Lender may not lawfully continue to maintain such Term SOFR Loans or EURIBOR Loans, as applicable. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted and all amounts due, if any, in connection with such prepayment or conversion under Section 3.05. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

Section 3.03. Inability to Determine Rates. Subject to Section 2.19, if, on or prior to the first day of any Interest Period for any Term SOFR Loan or EURIBOR Loan.

(a) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" or "EURIBOR Rate", as applicable, cannot be determined pursuant to the definition thereof, or

(b) the Required Lenders determine that for any reason in connection with any request for a Term SOFR Loan or a EURIBOR Loan, as applicable, or a conversion thereto or a continuation thereof that Term SOFR or EURIBOR Rate, as applicable, for any requested Interest Period with respect to a proposed Term SOFR Loan or EURIBOR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender:

Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make Term SOFR Loans or EURIBOR Loans, as applicable, and any right of the Borrower to continue SOFR Loans or EURIBOR Loans, as applicable, or to convert Base Rate Loans to Term SOFR Loans, shall be suspended (to the extent of the affected Term SOFR Loans or EURIBOR Loans, as applicable, or affected Interest Periods) until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a Borrowing or continuation of Term SOFR Loans or EURIBOR Loans or a conversion to SOFR Loans, as applicable (to the extent of the affected Term SOFR Loans or EURIBOR Loans, as applicable, or affected Interest Periods), or, failing that, (a) in the case of Term SOFR Loans, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans in the amount specified therein and (b) in the case of EURIBOR Loans, such request shall be ineffective, and (ii)(A) any outstanding affected Term SOFR Loans will be deemed to have been converted into Base Rate

Loans at the end of the applicable Interest Period and (B) any outstanding affected EURIBOR Loans shall, at the Borrower's election on the date of receipt of such notice: (A) be prepaid by the Borrower on such date or (B) be converted by the Administrative Agent to, and (subject to the remainder of this subclause (B)) shall constitute, a Base Rate Loan denominated in Dollars (in an amount equal to the Dollar Equivalent Amount of Euros so converted) on such day (it being understood and agreed that if the Borrower does not so prepay such Loan on such day by 12:00 noon, local time, the Administrative Agent is authorized to effect such conversion of such EURIBOR Loan into a Base Rate Loan denominated in Dollars), and, in the case of such subclause (B), upon receipt of any notice from the Administrative Agent that the foregoing provisions of this Section 3.03 no longer apply with any affected EURIBOR Loans, such Base Rate Loan denominated in Dollars shall then be converted by the Administrative Agent to, and shall constitute, a EURIBOR Loan denominated in Euros (in an amount equal to the Euro Equivalent Amount of Dollars so converted) on the day of such implementation. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.19, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate" until the Administrative Agent revokes such determination.

Section 3.04. Increased Cost and Reduced Return; Capital Adequacy; Term SOFR Loan and EURIBOR Loan Reserves.

(a) If any Lender reasonably determines that as a result of the introduction of or any change in or in the interpretation of any Law, in each case after the Closing Date, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining any Term SOFR Loans, or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this Section 1.01(a) any such increased costs or reduction in amount resulting from (i) Indemnified Taxes, Other Taxes or any Taxes excluded from the definition of "Indemnified Taxes" or (ii) reserve requirements contemplated by Section 1.01(b)) and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining the Term SOFR Loan or EURIBOR Loan, as applicable, (or of maintaining its obligations to make any Loan), or to reduce the amount of any sum received or receivable by such Lender, then from time to time within 15 Business Days after written demand by such Lender setting forth in reasonable detail such increased costs (with a copy of such demand to the Administrative Agent given in accordance with Section 3.06), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction. Notwithstanding anything herein to the contrary, for all purposes under this Agreement, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act 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.

(b) To the extent not otherwise included in the determination of the Term SOFR or EURIBOR, as applicable, the Borrower shall pay to each Lender, (i) as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Term SOFR EURIBOR, as applicable, funds or deposits, additional interest on the unpaid principal amount of each applicable Term SOFR Loan or EURIBOR Loan, as applicable, of the Borrower equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive in the absence of manifest error), and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any other central banking or financial

regulatory authority imposed in respect of the maintenance of the Commitments or the funding of any Term SOFR Loans or EURIBOR Loans, as applicable, of the Borrower, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent manifest error) which in each case shall be due and payable on each date on which interest is payable on such Loan; provided that the Borrower shall have received at least 15 Business Days' prior written notice (with a copy to the Administrative Agent) of such additional interest or cost from such Lender. If a Lender fails to give notice 15 Business Days prior to the relevant Interest Payment Date, such additional interest or cost shall be due and payable 15 Business Days from receipt of such notice.

(c) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 3.04 shall not constitute a waiver of such Lender's right to demand such compensation.

(d) If any Lender requests compensation under this Section 3.04, then such Lender will, if requested by the Borrower, use commercially reasonable efforts to designate another Lending Office for any Loan affected by such event; provided that such efforts are made on terms that, in the reasonable judgment of such Lender, cause such Lender and its Lending Office(s) to suffer no material economic, legal or regulatory disadvantage; provided, further, that nothing in this Section 1.01(d) shall affect or postpone any of the Obligations of the Borrower or the rights of such Lender pursuant to Section 1.01(a), (e), (b) or (c).

Section 3.05. Funding Losses.

Promptly following written demand of any Lender (with a copy to the Administrative Agent) from time to time, which demand shall set forth in reasonable detail the basis for requesting such amount, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense (excluding loss of anticipated profits) actually incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Term SOFR Loan or EURIBOR Loan, as applicable, of the Borrower on a day other than the last day of the Interest Period for such Loan; 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 Term SOFR Loan or EURIBOR Loan, as applicable, of the Borrower on the date or in the amount notified by the Borrower;

including, in the case of clauses (a) and (a), any loss or expense (excluding loss of anticipated profits) arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained.

Section 3.06. Matters Applicable to All Requests for Compensation.

(a) Any Recipient claiming compensation under this Article III shall deliver a certificate to the Borrower (with a copy to the Administrative Agent) setting forth the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of manifest error. In determining such amount, such Recipient may use any reasonable and customary averaging and attribution methods.

(b) With respect to any Recipient's claim for compensation under Section 3.01, 3.02, 3.03, 3.04 or 3.05, the Borrower shall not be required to compensate such Recipient for any amount incurred if such Lender notifies the Borrower of the event that gives rise to such claim more than 180 days after such

event; provided that if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof. If any Recipient requests compensation by the Borrower under Section 3.04, the Borrower may, by notice to such Recipient (with a copy to the Administrative Agent), suspend the obligation of such Recipient to make or continue from one Interest Period to another applicable Term SOFR Loan or EURIBOR Loan, as applicable, or, if applicable, to convert Base Rate Loans into Term SOFR Loan, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.06(c) shall be applicable); provided that such suspension shall not affect the right of such Recipient to receive the compensation so requested.

(c) If the obligation of any Lender to make or continue any Term SOFR Loan or EURIBOR Loan, as applicable, or to convert Base Rate Loans into Term SOFR Loans or EURIBOR Loans, as applicable, shall be suspended pursuant to Section 3.06(b), such Lender's applicable Term SOFR Loans or EURIBOR Loan, as applicable, shall be automatically converted into Base Rate Loans (or, if such conversion is not possible, repaid) on the last day(s) of the then current Interest Period(s) for such Term SOFR Loans or EURIBOR Loan, as applicable, (or, in the case of an immediate conversion required by Section 3.02, on such earlier date as required by Law) and, unless and until such Lender gives notice as provided below that the circumstances specified in Section 3.02, 3.03 or 3.04 that gave rise to such conversion no longer exist:

(i) to the extent that such Lender's Term SOFR Loans have been so converted, all payments and prepayments of principal that would otherwise be applied to such Lender's applicable Term SOFR Loans shall be applied instead to its Base Rate Loans; and

(ii) all Loans that would otherwise be made or continued from one Interest Period to another by such Lender as Term SOFR Loans or EURIBOR Loan, as applicable, shall be made or continued instead as Base Rate Loans (if possible), and all Base Rate Loans of such Lender that would otherwise be converted into Term SOFR Loans shall remain as Base Rate Loans.

(d) If any Lender gives notice to the Borrower (with a copy to the Administrative Agent) that the circumstances specified in Section 3.02, 3.03 or 3.04 that gave rise to the conversion of any of such Lender's Term SOFR Loans or EURIBOR Loans, as applicable, pursuant to this Section 3.06 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Term SOFR Loans or EURIBOR Loans, as applicable, made by other Lenders under the DIP Facility are outstanding, if applicable, such Lender's Base Rate Loans shall be automatically converted, on the first day(s) of the next succeeding Interest Period(s) for such outstanding Term SOFR Loans or EURIBOR Loans, as applicable, to the extent necessary so that, after giving effect thereto, all Loans held by the Lenders holding Term SOFR Loans or EURIBOR Loan, as applicable, under the DIP Facility and by such Lender are held pro rata (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective Commitments for the DIP Facility.

(e) If any Lender reasonably determines that the introduction of any Law regarding capital adequacy or liquidity requirements or any change therein or in the interpretation thereof, in each case after the Closing Date, or compliance by such Lender (or its Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and such Lender's desired return on capital), then from time to time promptly following written demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Administrative Agent given in accordance with Section 3.06), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such reduction within 15 Business Days after receipt of such demand.

Section 3.07. [Reserved]

Section 3.08. Survival.

All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder. Each party's obligations under Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, and the termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

## ARTICLE IV.
## CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

Section 4.01. Conditions Precedent to Effectiveness of this Agreement and Credit Extensions on the Closing Date.

The effectiveness of this Agreement and the obligation of each Lender to make a Credit Extension hereunder on the Closing Date (including the Initial Draw) is subject to satisfaction (or waiver) of the following conditions precedent, except as otherwise agreed between the Borrower and the Administrative Agent (acting at the Direction of the Required Lenders):

(a) The Administrative Agent and the Lender Advisor's receipt of the following, each of which shall be original, pdf or facsimile copies or delivered by other electronic method unless otherwise specified, properly executed by a Responsible Officer of the signing Loan Party, and in form and substance satisfactory to the Administrative Agent and the Lenders in their sole discretion:

(i) a Committed Loan Notice in accordance with the requirements hereof, together with a customary direction letter (including such direction built into any such Committed Loan Notice) attaching a flow of funds memorandum with respect to the Transactions and any of the other transactions contemplated by the Loan Documents to occur as of the Closing Date;

(ii) counterparts of this Agreement duly executed by the Borrower and each of the other Guarantors;

(iii) the Turnover Agreement;

(iv) the Fee Letters;

(v) the Master Consent to Assignment, in form satisfactory to the Fronting Lender;

(vi) the Approved Budget in form and substance satisfactory to the Required Lenders, it being understood that the budget attached hereto as Exhibit H is an Approved Budget.

(vii) a certificate from each Loan Party (signed by a Responsible Officer of each Loan Party) together with all applicable attachments, certifying as to the following:

(A) *Constitutional documents*: a copy of the constitutional documents of such Loan Party originally executed and delivered by each party thereto and, to the extent applicable and customary in the relevant jurisdiction, certified as of a recent date by the appropriate governmental official;

(B) *Good Standing Certificates*: (to the extent such concept exists in the relevant jurisdiction and only to the extent it is customary for such certificates or other documents to be delivered in similar transactions in the relevant jurisdiction) such certificates of good standing from the applicable secretary of state of the state of organization of such Loan Party nd with regards to any Spanish Loan Party, an up-to-date complete excerpt certificate (certificación literal) issued by the relevant Commercial Registry [dated not earlier than [30] Business Days prior to the date on which such certificate is delivered], certifying (i) its due incorporation and existence (certificación de constitución y existencia); (ii) stating that the Spanish Loan Party is duly registered with the Commercial Registry and it is not under an insolvency proceeding and it has not adopted any agreement to be dissolved and/or liquidated, (iii) confirming the current composition of the Spanish Loan Party's management body, and (iv) attaching its updated bylaws; or, to the extent the extract referred to above does not contain all requisite corporate information, copies of the relevant public deeds amending the by-laws and current corporate information which are pending to be registered in the Spanish Commercial Registry;

(C) *Resolutions / Board approvals*: with respect to each Loan Party to the extent legally required or if required by its constitutional documents, a copy of a resolution of the board of directors, a copy of a resolution signed by all the holders of the issued share capital and a resolution of any supervisory board of directors (or, in each case, any committee thereof) and/or equivalent body of such Loan Party approving the transactions contemplated by the Loan Documents and resolving that it execute the Loan Documents to which it is a party and undertake all obligations thereunder and with regards to any Spanish Loan Party, a notarial copy of the shareholders' resolutions and of the board of directors or similar governing body of the Spanish Loan Party approving the entry by the Spanish Loan Party into the Loan Documents to which such Spanish Loan Party is a party (including any Spanish Collateral Documents); and authorizing certain individuals to execute the Loan Document to which such Spanish Loan Party is a party;

(D) *Signature and Incumbency*: specimen signatures for the Person(s) authorized in the resolutions referred to above (to the extent such person will execute a Loan Document) evidencing the identity, authority and capacity of such Person thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party to.

(viii) A certificate of an authorized signatory of each Luxembourg Loan Party together with all applicable attachments, certifying as to the following:

(A) Excerpt: an excerpt (extrait) issued in electronic form by the Luxembourg Trade and Companies Register (Registre de commerce et des sociétés, Luxembourg) dated on the date of this Agreement;

(B) Negative certificate: a certificate of non-registration of a judicial decision or administrative dissolution without liquidation (*certificat de non-inscription d'une décision judiciaire ou de dissolution administrative sans liquidation*), issued in electronic form by the Luxembourg Trade and Companies Register and dated on the date of this Agreement, stating that the Borrower has not been declared bankrupt *(en faillite*) or in a procedure of administrative dissolution without liquidation (*dissolution administrative sans liquidation*) procedure, or decisions by the manager of the Luxembourg Trade and Companies Register to open or close administrative dissolution without liquidation (*dissolution administrative sans liquidation*) procedure pursuant to the administrative dissolution law dated 28 October 2022 or reprieve from payment (*sursis de*

*paiement)* or such other proceedings listed at Article 13, items 4 to 12, 16 and 17 of the Luxembourg law dated 19 December 2002 on the Register of Commerce and Companies, on Accounting and on Annual Accounts of the Companies, as amended;

(C) No insolvency: confirmation that the Luxembourg Loan Party is not subject to nor, as applicable, does it meet or, to the best of its knowledge, threaten to meet the criteria of bankruptcy (faillit*e*), insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*),judicial reorganisation by transfer by court order (*réorganisation judiciaire par transfert par décision de justice*), judicial reorganisation proceeding by mutual agreement (*réorganisation judiciaire par accord collectif*), judicial reorganisation proceedings in the form of a stay (*sursis*), reprieve from payment (*sursis de paiement*), general settlement with creditors, reorganisation or similar laws affecting the rights of creditors generally, is not in a state of cessation of payments (*cessation de payments*) and has not lost its commercial creditworthiness (*ébranlement de crédit*) and to the best of its knowledge, no application has been made, as far as it is aware, by any other person entitled for the appointment of a commissaire, juge-commissaire, liquidateur, curateur or similar officer pursuant to any voluntary or judicial insolvency, winding-up, liquidation or similar proceedings;

(D) Domiciliation status: confirmation that (i) the Luxembourg Loan Party complies with the provisions of the law of 31 May 1999 governing the domiciliation of companies, or (ii) the Luxembourg Loan Party is domiciled with a company belonging to the same group of companies and is therefore exempted from the legal requirements arising out of the law of 31 May 1999 governing the domiciliation of companies, or (iii) the Luxembourg Loan Party rents/owns its premises and is therefore not subject to the legal requirements arising out of the law of 31 May 1999 governing the domiciliation of companies.

(E) No excess of borrowing: confirmation that the borrowing or guaranteeing or securing, as appropriate, of all obligations under this Agreement do not cause any borrowing, guarantee, security or similar limit binding on the Luxembourg Loan Party to be exceeded

(b) The Fronting Lender shall have received (i) the Fronting Fee Letter, duly executed by the Borrowers, (ii) the Master Consent to Assignment, duly executed by the Borrowers and the Administrative Agent and (iii) a copy of the Committed Loan Notice delivered pursuant to Section 4.01(a)(i).

(c) The Administrative Agent's and the Lender Advisor's receipt of a written statement in form satisfactory to the Agent provided by the directors of Klöckner Pentaplast GmbH confirming on behalf of the respective directors of each German Entity that, based on the information available to the directors of Klöckner Pentaplast GmbH on the Closing Date (after having made due inquiry with the finance department of the Company and Alvarez & Marsal as financial advisor to the Group), they take the view that Klöckner Pentaplast GmbH and each German Entity are neither illiquid nor overindebted within the meaning of section 17 and 19 German Insolvency Code (InsO) assuming that the Loans will each be funded in full.

(d) So long as requested at least seven Business Days prior to the Closing Date, the Administrative Agent and the Fronting Lender shall have received, at least five Business Days prior to the Closing Date, all documentation and other information with respect to Borrower and the Guarantors that is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, and the Beneficial Ownership Regulation.

(e) At least one (1) Business Day prior to the Closing Date, the Borrower shall deliver to the Administrative Agent and each Lender that so requests a Beneficial Ownership Certification in relation to the Borrower.

(f) All fees and expenses earned, due and payable to the Administrative Agent and the Lenders on the Closing Date shall have been paid (or shall be paid substantially contemporaneously with the initial fundings under the DIP Facility) from the proceeds of the initial fundings under the DIP Facility, including fees pursuant to the Fee Letters, the Attorney Costs and the fees of the Lender Advisors to the extent, in the case of reimbursement of expenses, invoiced to the Borrower at least one (1) Business Day prior to the Closing Date.

(g) As of the Closing Date, each of the representations and warranties set forth in Article V and in each other Loan Document shall be true and correct in all material respects on and as of such date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date); provided that any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on and as of the Closing Date.

(h) No event, circumstance or condition shall have occurred since the Petition Date that has had, or would reasonably be expected to have, a Material Adverse Effect.

(i) All necessary governmental and third party consents and approvals necessary in connection with the DIP Facility and the Transactions shall have been obtained (without the imposition of any materially adverse conditions that are not acceptable to the Required Lenders (which may be communicated via a Direction of the Required Lenders)) and shall remain in effect; and the making of the loans under the DIP Facility shall not violate any material applicable requirement of law and shall not be enjoined temporarily, preliminarily or permanently.

(j) The RSA shall not have been terminated by any of the applicable parties thereto and shall be in full force and effect and the RSA shall not have been modified, amended, or otherwise changed absent prior written consent of each of the parties thereto required for such modification, amendment or change.

(i) No breach by any of the Loan Parties shall have occurred under the RSA.

(k) On the Closing Date and immediately after giving effect to the Initial Draw, no Default or Event of Default shall have occurred and be continuing on such date.

(l) The Administrative Agent and the Lender Advisors shall have received the most recent information required to be delivered under Section 6.01 of the Prepetition Bridge Loan Credit Agreement.

(m) (i) The Interim Order shall have been entered by the Bankruptcy Court and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Required Lenders (which consent may be communicated via a Direction of the Required Lenders), and (ii) no motion for reconsideration of the Interim Order shall have been timely filed by any Loan Party, any Debtor, any Subsidiary or any Affiliate thereof.

(n) The Chapter 11 Cases shall have been commenced by Debtors and the same shall each be a debtor and a debtor in possession. The Chapter 11 Cases of the Debtors shall not have been dismissed or converted to cases under chapter 7 of the Bankruptcy Code. No trustee under chapter 7 or chapter 11 of the Bankruptcy Code shall have been appointed in the Chapter 11 Cases.

(o) After giving effect to the Interim Order, the Collateral and Guarantee Requirement shall be satisfied and the Administrative Agent shall have a fully perfected lien on the Collateral to the extent

required by the Loan Documents and the DIP Orders, effected through and having the priorities set forth in the DIP Orders.

(p) All First Day Pleadings filed by the Loan Parties on the Petition Date and related orders entered by the Bankruptcy Court in the Chapter 11 Cases shall be in form and substance reasonably satisfactory to the Required Lenders.

(q) The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower dated as of the Closing Date and confirming that the conditions precedent set forth in this Section 4.01 are satisfied substantially contemporaneously with the Closing Date and use of proceeds of the Initial Draw on the Closing Date (other than any matters which are to be delivered by, provided by, or subject to the satisfaction of, any party other than the Loan Parties).

(r) [Reserved].

(s) [Reserved].

(t) The Closing Date shall have occurred on or before the date that is five (5) Business Days after the date of entry of the Interim Order.

(u) Substantially concurrently with the funding of the DIP New Money Term Loans on the Closing Date, all existing debt for borrowed money of the Company and the German Borrower (as defined therein) under the Prepetition Bridge Loan Credit Agreement, and all Liens and guarantees in support thereof, will be repaid, redeemed, defeased, discharged, refinanced or terminated and all commitments thereunder terminated (the foregoing, collectively, the "**Closing Date Bridge Refinancing**").

(v) The proceeds of the Initial Draw shall (i) be funded into the Loan Proceeds Account subject to the Escrow Agreement and any Withdrawal shall be subject to satisfaction of the conditions set forth in Section 4.03 or (ii) be applied to consummate the Closing Date Bridge Refinancing.

Without limiting the generality of the provisions of Section 9.03(b), for purposes of determining compliance with the conditions specified in this Section IV, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 4.02. Conditions to All Credit Extensions After the Closing Date.

The obligation of each Lender to honor a Request for Credit Extension for the Final Draw (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Term SOFR Loans or EURIBOR Loans) after the Closing Date is subject to satisfaction or waiver by the Required Lenders and the Administrative Agent (which may be communicated via a Direction of the Required Lenders) of the following conditions precedent:

(a) Each of the representations and warranties set forth in Article V and in each other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Extension with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date); provided that any representation and

warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(b) No Default or Event of Default shall exist or would result from such proposed Credit Extension or from the application of the proceeds therefrom.

(c) The Administrative Agent shall have received a Request for Credit Extension in accordance with the requirements hereof (except, in the case of notice of such Credit Extension, such shorter period as acceptable to the Administrative Agent (acting at the Direction of the Required Lenders).

(d) The Final Order shall have been entered by the Bankruptcy Court and shall not have been amended, modified, repealed or stayed in any respect without the Required Lenders' consent (which consent of the Required Lenders may be communicated via a Direction of the Required Lenders).

(e) The Loan Parties shall be in compliance with the Approved DIP Budget (subject to Permitted Deviations) in all respects and the proceeds of the Final Draw shall be used solely in accordance with the Approved DIP Budget (subject to Permitted Deviations).

(f) The Final Draw Funding Date shall have occurred on or before the date that is five (5) Business Days after the date of entry of the Final Order.

(g) The proceeds of each such Credit Extension (including the Final Draw) shall be funded into the Loan Proceeds Account subject to the Escrow Agreement and any Withdrawal shall be subject to satisfaction of the conditions set forth in Section 4.03.

(h) No Challenge (as defined in the Interim DIP Order or the Final DIP Order) shall have been commenced.

(i) Each Collateral Document and each other document set forth in Schedule 6.25 required to be executed prior to the Final Draw as indicated on such schedule, duly executed by each Loan Party or Subsidiary (as applicable) thereto, together with, if required pursuant to the terms of the relevant Collateral Document, certificates, if any, representing the pledged Equity Interests referred to therein accompanied by undated stock powers executed in blank and instruments, if any, evidencing the pledged Indebtedness referred to therein indorsed in blank; provided that in the case of (or insofar as) any covenant or undertaking in this paragraph relates to any Non-U.S. Loan Party or Foreign Security Agreement, they shall be subject to the Guarantee Limitations, Legal Reservations, Perfection Requirements and Agreed Security Principles.

(j) Since the Closing Date, there shall be no amendments or modifications to the Factoring Agreements unless such amendments or modifications have been made in compliance with the terms hereof.

(k) The RSA shall not have been terminated by any of the applicable parties thereto and shall be in full force and effect and the RSA shall not have been modified, amended, or otherwise changed absent prior written consent of each of the parties thereto required for such modification, amendment or change.

Each Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Term SOFR Loans or EURIBOR Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in this Section 4.02 have been satisfied on and as of the date of the applicable Credit Extension.

Section 4.03. Conditions to All Withdrawals.

The Withdrawal of DIP Term Loans from the Loan Proceeds Account by any Borrower on and after the Closing Date is to the satisfaction or waiver by the Required Lenders (which may be communicated via a Direction of the Required Lenders) and the Administrative Agent (acting at the Direction of the Required Lenders) of the following conditions precedent:

(a) No Default or Event of Default shall exist or would result from such proposed Withdrawal or from the application of the proceeds therefrom.

(b) The Administrative Agent shall have received a Withdrawal Notice in accordance with the requirements hereof, which Withdrawal Notice shall be delivered by 11:00 a.m. two Business Days prior to the proposed Withdrawal Date (or such shorter period as acceptable to the Administrative Agent (acting at the Direction of the Required Lenders)).

Upon receipt of the Withdrawal Notice (which shall promptly be forwarded by the Administrative Agent to the Lender Advisors for the Required Lenders, on their behalf), and satisfaction of the conditions set forth in this Section 4.03, the Administrative Agent shall promptly direct the Escrow Agent to disburse funds by 2:00 p.m. New York time on the applicable Withdrawal Date.

On any date on which the Loans shall have been accelerated, any amounts in the Loan Proceeds Account, as the case may be, may be applied by the Administrative Agent to reduce the Loans then outstanding, in accordance with Section 2.13. None of the Loan Parties shall have (and each Loan Party hereby affirmatively waives) any right to withdraw, claim or assert any property interest in any funds on deposit in the Loan Proceeds Account upon the occurrence and during the continuance of any Default or Event of Default.

## ARTICLE V.
## REPRESENTATIONS AND WARRANTIES

Topco, each Borrower and each of the Subsidiary Guarantors party hereto represent and warrant to the Administrative Agent and the Lenders at the time of each Credit Extension, that:

Section 5.01. Existence, Qualification and Power; Compliance with Laws.

Subject to any restrictions arising on account of the Loan Parties' status as "debtors" under the Bankruptcy Code, each Loan Party and each of their Subsidiaries (a) is a Person duly incorporated, organized or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation to the extent such concept exists in such jurisdiction, (b) in the case of the Loan Parties, subject to the entry of and the terms of the DIP Orders, has all requisite organizational power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and in good standing (where relevant) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in compliance with all Laws, orders, writs and injunctions and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case, referred to in clause (c), (d) or (e), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 5.02. Authorization; No Contravention.

Subject to any restrictions arising on account of the Loan Parties' status as "debtors" under the Bankruptcy Code and the entry of and the terms of the DIP Orders, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, subject to the Legal Reservations with respect to Non-U.S. Loan Parties (a) have been duly authorized by all necessary corporate or other organizational action, and (b) do not (i) contravene the terms of any of such Person's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than a Permitted Lien), or require any payment to be made under (x) any Contractual Obligation to which such Person is a party or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any Law; except with respect to any violation, conflict, breach or contravention or payment (but not creation of Liens) referred to in clauses (ii) and (iii), to the extent that such violation, conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

Section 5.03. Governmental Authorization.

Subject to the entry of and the terms of the DIP Orders, no material approval, consent, exemption, authorization, or other action by, notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, the grant by any Loan Party of the Liens granted by it pursuant to the Loan Documents and the DIP Orders, the perfection (if and to the extent required by the Collateral and Guarantee Requirement) or maintenance of the Liens created under the Loan Documents and the DIP Orders (including the priority thereof) or the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Loan Documents, except for (i) in the case of any Non-U.S. Loan Party only, the Perfection Requirements, (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect or (iii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect.

Section 5.04. Binding Effect.

Subject to the entry of and the terms of the DIP Orders, this Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is a party thereto. Subject to the entry of and the terms of the DIP Orders, this Agreement and each other Loan Document constitutes, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is a party thereto in accordance with its terms, except as such enforceability may be limited by (i) Debtor Relief Laws and by general principles of equity, (ii) the need for filings and registrations necessary to create or perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties, or (iii) in the case of any Non-U.S. Loan Party only, the Legal Reservations (clauses (i), (ii), and (iii), the "**Enforcement Qualifications**").

Section 5.05. [Reserved].

Section 5.06. Litigation.

Except the Chapter 11 Cases, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of any Loan Party, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any of its Subsidiaries or against any of their

properties or revenues that have a reasonable likelihood of adverse determination and such determination either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.07. Ownership of Real Property; Liens.

Each of the Loan Parties and their Subsidiaries has good record title to, or valid leasehold interests in, or easements or other limited property interests in, all Real Property necessary in the ordinary conduct of its business, free and clear of all Liens except (a) defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes, (b) Liens permitted by Section 7.01 or (c) where the failure to have such title could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.08. Environmental Matters.

Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) Each Loan Party and its respective properties and operations are and have been in material compliance with all Environmental Laws, which includes obtaining and maintaining all applicable Environmental Permits required under such Environmental Laws to carry on the business of the Loan Parties;

(b) the Loan Parties have not received any written notice that alleges any of them is in violation of or potentially liable under any Environmental Laws and none of the Loan Parties nor any of the Real Property is the subject of any claims, investigations, liens, demands, or judicial, administrative or arbitral proceedings pending or, to the knowledge of the Borrower, threatened in writing, under any Environmental Law or to revoke or modify any Environmental Permit held by any of the Loan Parties;

(c) there has been no Release of Hazardous Materials on, at, under or from any Real Property or facilities currently owned, operated or leased by any of the Loan Parties, or, to the knowledge of any Loan Party, Real Property formerly owned, operated or leased by any Loan Party or arising out of the conduct of the Loan Parties that could reasonably be expected to require investigation, remedial activity or corrective action or cleanup or could reasonably be expected to result in the any Loan Party incurring liability under Environmental Laws; and

(d) there are no facts, circumstances or conditions arising out of or relating to the operations of the Loan Parties or facilities currently owned, operated or leased by any of the Loan Parties or, to the knowledge of any Loan Party, Real Property or facilities formerly owned, operated or leased by the Loan Parties that could reasonably be expected to result in any Loan Party incurring liability under Environmental Laws.

Section 5.09. Taxes.

Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each of the Loan Parties and their Subsidiaries have timely filed all tax returns required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income, profits or assets, that are due and payable (including in their capacity as a withholding agent), except (1) those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with IFRS (or GAAP) and (2) those the nonpayment of which is excused, permitted or required by the Bankruptcy Code. To the knowledge of the Loan Parties, there is no proposed

Tax deficiency or assessment against the Loan Parties that, if made would, individually or in the aggregate, have a Material Adverse Effect.

Section 5.10. ERISA Compliance

(a) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (i) each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal, state or other applicable Laws and (ii) each Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the IRS, and, to the knowledge of the Loan Parties, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened or contemplated claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(c) No ERISA Event has occurred, and none of the Loan Parties or any ERISA Affiliate is aware of any fact, event or circumstance that, either individually or in the aggregate, could reasonably be expected to constitute or result in an ERISA Event, with respect to any Pension Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(d) To the extent applicable, each Plan has been maintained in compliance with its terms and with the requirements of any and all applicable requirements of Law and has been maintained, where required, in good standing with applicable regulatory authorities, except to the extent that the failure so to comply could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

For the avoidance of doubt, this the representations and warranties contained in paragraph 5.10 of this Section do not apply with respect to any Non-U.S. Loan Party or Foreign Subsidiary.

Section 5.11. Use of Proceeds.

The Loan Parties and their Subsidiaries will use the proceeds of the DIP Term Loans as set forth in Section 6.16.

Section 5.12. Margin Regulations; Investment Company Act.

(a) No Loan Party is engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Borrowings will be used for any purpose that violates Regulation T, U or X of the Board of Governors of the United States Federal Reserve System.

(b) None of the Loan Parties or their Subsidiaries is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

For the avoidance of doubt, the representations and warranties contained in this Section do not apply with respect to any Non-U.S. Loan Party or Foreign Subsidiary.

Section 5.13. Disclosure.

No written report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party concerning the Loan Parties and their Subsidiaries or the Transactions (other than projected financial information, *pro forma* financial information, budgets, estimates, other forward-looking statements and information of a general economic or industry nature) to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole and as supplemented contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not materially misleading in light of the circumstances under which such statements were made. With respect to written projected financial information and *pro forma* financial information, each Loan Party represents that such written information was prepared in good faith based upon assumptions believed to be reasonable at the time such information was furnished, it being understood that such projected financial information and *pro forma* financial information are not to be viewed as facts or as a guarantee of performance or achievement of any particular results, are subject to significant uncertainties and contingencies, many of which are beyond the control of the Loan Parties and their Subsidiaries, and that actual results may vary from such forecasts and that such variations may be material and that no assurance can be given that the projected results will be realized.

Section 5.14. Labor Matters.

Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against the Loan Parties or any of their Subsidiaries pending or, to the knowledge of any Loan Party, threatened; (b) within the past three (3) years, hours worked by and payment made to employees of the Loan Parties and their Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Laws dealing with such matters; and (c) within the past three (3) years, all payments due from any of the Loan Parties or their Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant party.

Section 5.15. Intellectual Property; Licenses, Etc.

The Loan Parties and their Subsidiaries own, license or possess the right to use, all of the trademarks, service marks, trade names, domain names, copyrights, patents, patent rights, technology, software, know-how database rights, design rights and other intellectual property rights (collectively, "**IP Rights**") that are reasonably necessary for the operation of their respective businesses as currently conducted, except to the extent the failure to own, or license or possess the right to use, such IP Rights, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. To the knowledge of each Loan Party, the operation of the respective businesses of the Loan Parties and their Subsidiaries as currently conducted (including the use of IP Rights) does not infringe upon any rights (including IP Rights) held by any Person, except for such infringements, individually or in the aggregate, which could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the IP Rights, is pending or, to the knowledge of each Loan Party, threatened against any Loan Party or any of their Subsidiaries (other than office actions issued in the ordinary course of prosecution of any pending applications for patents or applications for registration of other IP Rights), which, either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

All registrations listed in Schedule 5.15 are valid and in full force and effect, except, in each case, to the extent failure to be valid or in full force and effect could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

Section 5.16. [Reserved].

Section 5.17. [Reserved].

Section 5.18. USA Patriot Act; OFAC; FCPA.

(a) To the extent applicable, each of the Loan Parties and their Subsidiaries is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (ii) the USA Patriot Act.

(b) (i) None of the Loan Parties or any of their Subsidiaries nor, to the knowledge of any Loan Party, any director or officer of any Loan Party or any of their Subsidiaries is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**") or any other sanctions administered or enforced by the European Union, the United Kingdom or His Majesty's Treasury and (ii) the Loan Parties will not knowingly use the proceeds of the Loans or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Person, or in any country, that is the subject of any U.S. sanctions administered by OFAC, or any other sanctions administered or enforced by the European Union, the United Kingdom or His Majesty's Treasury, except to the extent licensed or otherwise approved or exempted by OFAC, the European Union, the United Kingdom or His Majesty's Treasury.

(c) No part of the proceeds of the Loans will be used by any of the Loan Parties or their Subsidiaries, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended ("**FCPA**"), the U.K. Bribery Act of 2010 or any other law of any foreign or domestic jurisdiction of similar effect that relates to bribery or corruption.

(d) This Section 5.18 shall not be interpreted or applied in relation to it, any Loan Party, any directors or officers, or any Secured Party to the extent that the representations made pursuant to this Section 5.18 violate or expose such entity or any director, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time in the European Union (and/or any of its member states) that are applicable to such entity (including EU Regulation (EC) 2271/96) and Section 7 of the German Foreign Trade Regulation (Außenwirtschaftsverordnung, AWV) in connection with the German Foreign Trade Law (Außenwirtschaftsgesetz).

(e) As of the Closing Date, the information included in the Beneficial Ownership Certification, if applicable, is true and correct in all material respects.

Section 5.19. Collateral Documents.

(a) Upon execution and delivery thereof by the parties thereto and upon the entry by the Bankruptcy Court of the Interim Order or Final Order, as applicable, the Collateral Documents are effective to create in favor of the Administrative Agent (for the benefit of the Secured Parties) or, if so contemplated by the respective Collateral Document, the Administrative Agent and the other Secured Parties, in each case, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof

(subject to the exceptions set forth in Section 5.04). Upon the entry by the Bankruptcy Court of the Interim Order or the Final Order, as applicable, and in accordance therewith, the security interests and liens granted to the Administrative Agent to secure the Obligations pursuant to the Interim Order or the Final Order, as applicable, and the Collateral Documents shall automatically, and without further action, constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral (subject to Permitted Prior Liens (as defined in the DIP Orders)), subject to filings or actions required to perfect any Liens in foreign jurisdictions (subject to the limitations set forth herein and in the Collateral Documents, including as set forth in the Agreed Security Principles, Legal Reservations and the Perfection Requirements). The Administrative Agent and Lenders shall not be required to file or record any financing statements, mortgages, notices of Lien or similar instruments, in any jurisdiction or filing office or to take any other action in order to validate, perfect or establish the priority of the security interest and Lien granted pursuant to the DIP Order.

(b) Pursuant to Section 364(c)(1) of the U.S. Bankruptcy Code, the Obligations of the Loan Parties shall at all times constitute allowed senior administrative expenses against each of the Loan Parties in the Chapter 11 Cases (without the need to file any proof of claim or request for payment of administrative expense), with priority over any and all other administrative expenses, adequate protection claims, diminution claims and all other claims against the Loan Parties, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the U.S. Bankruptcy Code, and over any and all other administrative expense claims arising under Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 and 1114 of the U.S. Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy or attachment, which allowed claims shall for purposes of Section 1129(a)(9)(A) of the U.S. Bankruptcy Code be considered administrative expenses allowed under Section 503(b) of the U.S. Bankruptcy Code, and which shall be payable from and have recourse to all pre- and post-petition property of the Loan Parties and their estates and all proceeds thereof other than as set forth in the DIP Order.

Section 5.20. [Reserved].

Section 5.21. Affected Financial Institutions.

No Loan Party is an Affected Financial Institution.

Section 5.22. Bankruptcy Matters.

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance in all material respects with applicable law and proper notice thereof was given. Proper notice was also provided for (x) the motion seeking approval of the Loan Documents pursuant to the DIP Orders and (y) the hearing for the approval of the DIP Orders.

(b) The Interim Order (with respect to the period prior to the entry of the Final Order) or the Final Order (with respect to the period on and after the entry of the Final Order), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), modified or amended without the Required Lenders' consent (which consent of the Required Lenders may be communicated via a Direction of the Required Lenders).

Section 5.23. German Entities.

To its reasonable knowledge, the German Entities comprise all members of the Group which have their centre of main interest (COMI) within the meaning of article 3(1) of the COMI Regulation in Germany.

Section 5.24. Centre of main interests and establishments

The Lux Borrower has its central administration (*administration centrale*) in Luxembourg and, for the purposes of the Insolvency Regulation, the centre of its main interests (*centre des intérêts principaux*) at the place of its registered office (*siège statutaire*) in Luxembourg and has no establishment (as defined in the Insolvency Regulation) outside Luxembourg.

Section 5.25. Domiciliation law

The Lux Borrower complies with and adheres to the amended Luxembourg law dated 31 May 1999 on domiciliation of companies.

## ARTICLE VI.
## AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, or any Loan or other Obligation (other than contingent obligations not yet due and owing) hereunder which is accrued and payable shall remain unpaid or unsatisfied, then after the Closing Date, Topco and each Borrower and each other Loan Party shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each of its respective Subsidiaries to:

Section 6.01. Financial Statements.

(a) Deliver to the Administrative Agent for prompt further distribution to each Lender, within one hundred and twenty (120) days after the end of each fiscal year, the audited consolidated balance sheet of Topco as at the end of the most recent fiscal year and audited consolidated income statements and statements of cash flow of Topco for the most recent fiscal year, including appropriate footnotes to such financial statements, for and as at the end of such fiscal year and the report of the independent auditors on the financial statements;

(b) Deliver to the Administrative Agent for prompt further distribution to each Lender, within sixty (60) days after the end of each fiscal quarter of each fiscal year, Topco's unaudited condensed consolidated balance sheet as at the end of such quarter and unaudited condensed statements of income and cash flow for the most recent quarter year to date period ending on the unaudited condensed balance sheet date and the comparable prior period (other than any comparable period falling prior to the consolidation of the Group or that would require the creation of new consolidated financial statements);

(c) All financial statement information (excluding, for the avoidance of doubt, the calculations made under any incurrence or maintenance covenant, which shall be prepared in accordance with the terms of this Agreement) shall be prepared in accordance with IFRS as in effect on the date of such report or financial statement (or otherwise on the basis of IFRS as then in effect) and on a consistent basis for the periods presented, except as may otherwise be described in such information; provided that the reports set forth in clause (a) above:

(i) may, in the event of a change in IFRS, present earlier periods on a basis that applied to such periods,

(ii) will not be required to include separate financial statements for any Subsidiaries of Topco; and

(iii) will not be required to contain any reconciliation to GAAP;

(d) (i) All reports provided pursuant to this Section 6.01 shall be in English, or with a certified English translation and (ii) the Company may comply with any requirement to provide reports or financial statements under this Section 6.01 by providing any report or financial statements of a direct or indirect Parent Entity or Subsidiary of the Company so long as such reports (other than in relation to the financial statements of Topco delivered pursuant to paragraph 1 above) are accompanied by a qualitative description of material differences between the consolidated financial statements of Topco, the Subsidiary or such other Parent Entity, as the case may be, and the Company which shall not be required to be audited (such information, together being a "**Deconsolidation Statement**"), and upon complying with the foregoing requirement, the Company will be deemed to have complied with the provisions contained in the preceding paragraphs;

(e) As soon as available and in any event within twenty (20) Business Days after the end of each fiscal month Deliver to the Administrative Agent for prompt further distribution to each Lender, (i) he consolidated financial statements as currently generated by Topco presenting in all material respects the financial condition, results of operations, and cash flows of Topco and its Subsidiaries, (ii) a report in respect of the Group's key performance indicators (in the form and substance to be agreed between the Company and the Required Lenders) and (iii) a trading update (in the form and substance to be agreed between the Company and the Required Lenders), with reporting to be provided on a Group basis and by channel (in each case at constant currency rates) and an EBITDA (calculated in accordance with the definition in the Prepetition Bridge Loan Credit Agreement) in respect of, as applicable, the month, financial quarter or financial year to which the report relates;

(f) Deliver to the Administrative Agent for prompt distribution to the Lender Advisor, with further distribution to the Lenders:

(i) on each Friday of every fourth calendar week (commencing on the fifth Friday following the Petition Date) (each such four calendar week period, a "Testing Period"), on or prior to 5:00 p.m., an updated Approved DIP Budget for the rolling 13-week period beginning with the week during which such delivery occurs;

(ii) on each Friday of every calendar week (commencing on the second Friday following the Petition Date) (each, a "**Reporting Date**"), on or prior to 5:00 p.m., a budget variance report, certified by a Responsible Officer of the Borrower, in form satisfactory to the Required Lenders (the "**Approved Variance Report**"), setting forth in detail:

(A) the operating disbursements (the "**Actual Disbursements**") on a line-by-line and aggregate basis for the week-long period ending on the Friday preceding such Reporting Date (such period, the "**Reporting Period**");

(B) the total receipts (collectively, the "**Actual Receipts**"), on a line-by-line and aggregate basis for the applicable Reporting Period;

(C) a comparison (whether positive or negative, in euros and expressed as a percentage) of (1) the Actual Receipts (and each line item thereof) for the Reporting Period to the Budgeted Receipts (and each line item thereof) and (2) the Actual Disbursements (and each line item thereof) for the Reporting Period to the Budgeted Disbursements (and each line item thereof), in each case, as set forth in the Approved DIP Budget for the applicable Reporting Period;

(D) as to each variance contained in the Approved Variance Report, an indication as to whether such variance is temporary or permanent and an explanation in reasonable detail for any variance;

(g) On each Friday of every calendar week (commencing with the fifth Friday following the Petition Date), compliance with the Initial DIP Budget and each subsequent Approved DIP Budget shall be tested on a line-by-line and aggregate basis and the Loan Parties shall be in compliance with the covenant set forth in Section 7.11(a).

(h) The Company shall deliver to the Administrative Agent and the Lenders concurrently with the delivery of the Approved Variance Report pursuant to clause (f) above, a certificate which shall include such detail satisfactory to the Required Lenders, signed by a Responsible Officer of the Company certifying that (i) the Loan Parties are in compliance with the covenants contained in Section 6.14, (ii) no Default or Event of Default has occurred or, if such a Default or Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, and (iii) the Loan Parties are in compliance with the Liquidity covenant set forth in Section 7.12 [on the most recent Liquidity Test Date.

Any financial statement required to be delivered pursuant to Section 6.01(a), Section 6.01(b) or Section 6.01(e) shall not be required to include purchase accounting or recapitalization accounting adjustments relating to any Investment to the extent it is not practicable to include.

Documents required to be delivered pursuant to Sections 6.01 and Sections 6.02(a) through (d) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Company (or any direct or indirect parent of the Company) posts such documents, or provides a link thereto on the website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Company'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 Company 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 Company 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. Notwithstanding anything contained herein, in every instance the Company shall be required to provide paper copies of the Compliance Certificates required by Section 6.02(a) to the Administrative Agent (which may be electronic copies delivered via electronic mail). 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.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (b) certain of the Lenders (each, a "**Public Lender**") may have personnel who do not wish to receive Material Non-Public Information and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that so long as Topco, the Company or any of their Subsidiaries is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials 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) (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.08); (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 treat such 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 be under no obligation to mark the Borrower Materials "PUBLIC"; provided, however, that the following Borrower Materials shall be deemed to be marked "PUBLIC" unless the Borrower notifies the Administrative Agent promptly that any such document contains Material Non-Public Information: (1) the Loan Documents (excluding, if applicable, any schedules thereof specifically identified by the Borrower as containing Material Non-Public Information), (2) any notification of changes in the terms of the DIP Facility and (3) all information delivered pursuant to Sections 6.01(a), 6.01(b), 6.01(e), 6.01(f) and 6.02(a).

Section 6.02. Certificates; Other Information. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) no later than five (5) days after the delivery of the financial statements referred to in Sections 6.01(a) and (b), a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower (which compliance certificate shall include an unaudited aggregated balance sheet, statement of cash flows and statement of operations for the applicable fiscal quarter consistent with past practice);

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which any of the Loan Parties or their Subsidiaries files with the SEC or with any Governmental Authority that may be substituted therefor (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered), exhibits to any registration statement and, if applicable, any registration statement on Form S-8) and in any case not otherwise required to be delivered to the Administrative Agent pursuant to any other clause of this Section 6.02;

(c) together with the delivery of each Compliance Certificate pursuant to Section 6.02(a), a description of each event, condition or circumstance during the last fiscal quarter covered by such Compliance Certificate requiring a mandatory prepayment under Section 1.01(b) (to the extent notice of such event has not been previously furnished to the Administrative Agent); and

(d) promptly, such additional information regarding the business, legal, financial or corporate affairs of the Loan Parties or any of their respective Subsidiaries, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request.

In no event shall the requirements set forth in Section 6.02(d) require any of the Loan Parties or their Subsidiaries to provide any such information which (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law, fiduciary duty or Contractual Obligation (not created in contemplation thereof) or (iii) is subject to attorney-client or similar privilege or constitutes attorney work-product.

Section 6.03. Notices.

Promptly after a Responsible Officer of any Loan Party has obtained knowledge thereof, notify the Administrative Agent:

(a) of the occurrence of any Event of Default (except to the extent the Administrative Agent shall have previously furnished to the Borrower written notice of such Event of Default);

(b) of the occurrence of an ERISA Event which could reasonably be expected to result in a Material Adverse Effect;

(c) of the filing or commencement of, or any written threat or notice of intention of any person to file or commence, any action, suit, litigation or proceeding, whether at law or in equity by or before any Governmental Authority against any of the Loan Parties or their Subsidiaries that could reasonably be expected to result in a Material Adverse Effect; and

(d) of the occurrence of any other matter or development that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.03 shall be accompanied by a written statement of a Responsible Officer of the Borrower (x) that such notice is being delivered pursuant to Section 6.03(a), (b), (c) or (d) (as applicable) and (y) setting forth details of the occurrence referred to therein and stating what action the Loan Parties have taken and proposes to take with respect thereto.

Section 6.04. Payment of Taxes.

Pay, discharge or otherwise satisfy as the same shall become due and payable in the normal conduct of its business, all its obligations and liabilities in respect of Taxes imposed upon it or upon its income or profits or in respect of its property, except, in each case, to the extent (a) any such Tax is being contested in good faith and by appropriate proceedings for which appropriate reserves have been established in accordance with IFRS (or GAAP), (b) the failure to pay or discharge the same (x) is permitted or required under the Bankruptcy Code or (y) would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (c) the nonpayment of such amounts is excused, permitted or required by the Bankruptcy Code.

Section 6.05. Preservation of Existence, Etc.

(a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization and/or incorporation; and

(b) take all reasonable action to maintain all rights, privileges (including its good standing where applicable in the relevant jurisdiction), permits, licenses and franchises necessary or desirable in the normal conduct of its business,

except, (i) in the case of Section 6.05(b), to the extent that failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (ii) in the case of Section 6.05(a) or (b), to the extent pursuant to any merger, consolidation, liquidation, dissolution or disposition permitted by Article VII.

Section 6.06. Maintenance of Properties.

Except if the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, maintain, preserve and protect (a) all of its material properties and equipment necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and fire, casualty or condemnation excepted and (b) all of the IP Rights owned by it that are necessary, as reasonably determined in the Borrower's business judgment, for the operations of its business as currently conducted.

Section 6.07. Maintenance of Insurance.

Maintain with insurance companies that the Borrower believes (in the good faith judgment of its management) are financially sound and reputable at the time the relevant coverage is placed or renewed, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance customary for similarly situated Persons engaged in the same or similar businesses as the Loan Parties and their Subsidiaries) as are customarily carried under similar circumstances by such other Persons.

Section 6.08. Compliance with Laws.

(a) Comply in all material respects with the requirements of all Laws applicable to it or to its business or property (including, without limitation, Environmental Laws, U.K. Bribery Act of 2010, USA Patriot Act, FCPA, law against sanctioned persons (including OFAC, the European Union, the United Kingdom and His Majesty's Treasury) and other anti-money laundering, anti-terrorism, anti-bribery and anti-corruption laws), except if the failure to comply therewith could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) This Section 6.08 shall not be interpreted or applied in relation to it, any other Loan Party or any Secured Party to the extent that the obligations under this Section 6.08 would violate or expose such entity or any directors, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time in the European Union (and/or any of its member states) that are applicable to such entity (including EU Regulation (EC) 2271/96) and section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*, *AWV*) in connection with the German Foreign Trade Law (*Außenwirtschaftsgesetz*).

(c) Promptly following any request therefor, provide information and documentation reasonably requested by the Administrative Agent for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act.

Section 6.09. Books and Records.

Maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity with IFRS (or GAAP) and which reflect all material financial transactions and matters involving the assets and business of any of the Loan Parties or their Subsidiaries, as the case may be (it being understood and agreed that Foreign Subsidiaries may maintain individual books and records in conformity with generally accepted accounting principles in their respective countries of organization and/or incorporation and that such maintenance shall not constitute a breach of the representations, warranties or covenants hereunder).

Section 6.10. Inspection Rights.

Permit representatives and independent contractors of the Administrative Agent to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountants' customary policies and procedures), all at the reasonable expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower, it being agreed that, while the provisions of this Section 6.10 are for the benefit of the Administrative Agent and the Lenders, only the Administrative Agent on behalf of the Lenders may exercise rights under this Section 6.10; provided that the Administrative Agent shall not exercise such rights more often than one time during any calendar year and such time shall be at the Borrower's expense; provided, further, that during the continuation of an Event of Default, the Administrative Agent (or any of its respective representatives or independent contractors), on behalf of the Lenders, may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 6.10, none of the Loan Parties or their Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law, fiduciary duty or any Contractual Obligation (not created in contemplation thereof) or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 6.11. Additional Collateral; Additional Guarantors.

At the Borrowers' expense, subject to the terms, conditions and provisions of the Collateral and Guarantee Requirement and any applicable limitation in this Agreement or in any Collateral Document, take all action necessary or reasonably requested by the Administrative Agent (acting at the Direction of the Required Lenders) to ensure that the Collateral and Guarantee Requirement continues to be satisfied, including, with respect to (x) any Subsidiary (other than an Excluded Subsidiary) formed or acquired by any Loan Party or any Debtor and (y) any Subsidiary becoming a Debtor:

(a) take all action necessary or reasonably requested by the Administrative Agent (acting at the Direction of the Required Lenders) to ensure that the Collateral and Guarantee Requirement continues to be satisfied, including, with respect to the post-closing requirements in Section 6.25.

(b) within 15 Business Days (or such longer period as the Administrative Agent may agree (acting at the Direction of the Required Lenders)) after such formation, acquisition or designation, as applicable:

(i) cause each such Subsidiary that becomes a Debtor or is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to duly execute and deliver to the Administrative Agent, other than with respect to any Excluded Assets, a joinder to this Agreement to become a Guarantor, and joinders to applicable security agreements and documents as reasonably requested by and in form and substance reasonably satisfactory to the Administrative Agent (acting at the Direction of the Required Lenders), in each case granting Liens required by the Collateral and Guarantee Requirement;

(ii) cause each such Subsidiary that becomes a Debtor or is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement (and the parent of each such

Subsidiary that is a Guarantor) to deliver any and all certificates representing Equity Interests (to the extent certificated and such security interest may be perfected by the delivery of such certificates or the possession of which affects the priority of such security interest) that are required to be pledged pursuant to the Collateral and Guarantee Requirement, accompanied by undated stock powers or other appropriate instruments of transfer executed in blank (if any);

(iii) take and cause each such Subsidiary that becomes a Debtor or is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement and each direct or indirect parent of such Subsidiary to take whatever action (including the filing of UCC financing statements, filings of the relevant security interests at the Companies Registrar for England and Wales and delivery of stock and membership interest certificates to the extent certificated) as may be necessary in the reasonable opinion of the Administrative Agent (acting at the Direction of the Required Lenders) to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and perfected Liens to the extent required by the Collateral and Guarantee Requirement, and to otherwise comply with the requirements of the Collateral and Guarantee Requirement and the applicable Laws;

(c) if reasonably requested by the Administrative Agent (acting at the Direction of the Required Lenders) and customary in the applicable jurisdiction for counsel to the Loan Parties to deliver such opinion, within 15 days after such request (or such longer period as the Administrative Agent (acting at the Direction of the Required Lenders) may agree in writing in its discretion), deliver to the Administrative Agent a signed copy of an opinion, addressed to the Administrative Agent and the Lenders, of counsel for the Loan Parties reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Lenders) as to such matters set forth in this Section 6.11 as the Administrative Agent (acting at the Direction of the Required Lenders) may reasonably request;

(d) as promptly as practicable, and in any event no later than three (3) Business Days, after the written request therefor by the Administrative Agent (acting at the Direction of the Required Lenders), deliver to the Administrative Agent with respect to each Real Property, any existing title reports, abstracts or environmental assessment reports, to the extent available and in the possession or control of any Loan Party; provided, however, that there shall be no obligation to deliver to the Administrative Agent any environmental assessment report whose disclosure to the Administrative Agent would require the consent of a Person other than a Loan Party or any Subsidiary of a Loan Party; and

(e) if reasonably requested by the Administrative Agent (acting at the Direction of the Required Lenders), within 15 days after such request (or such longer period as the Administrative Agent may agree (acting at the Direction of the Required Lenders)), deliver to the Administrative Agent any other items necessary from time to time to satisfy the Collateral and Guarantee Requirement with respect to perfection and existence of security interests with respect to property that would constitute Collateral of any Guarantor acquired after the Closing Date and subject to the Collateral and Guarantee Requirement, but not specifically covered by the preceding clauses (a), (b) or (c).

Section 6.12. Compliance with Environmental Laws.

Except, in each case, to the extent that the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (a) comply, and take all commercially reasonable actions to cause all lessees and other Persons operating or occupying its properties to comply, with all applicable Environmental Laws and Environmental Permits; (b) obtain and renew all Environmental Permits necessary for its operations and properties; and (c) in each case to the extent the Loan Parties are required by Governmental Authorities or otherwise pursuant to Environmental Laws,

conduct any investigation, remedial or other corrective action necessary to address Hazardous Materials at any property or facility in accordance with applicable Environmental Laws.

Section 6.13. Further Assurances; Post-Closing Obligations.

Promptly upon reasonable request by the Administrative Agent (i) correct any mutually identified material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent may reasonably request from time to time in order to carry out more effectively the purposes of the Collateral Documents, to the extent required pursuant to the Collateral and Guarantee Requirement and subject in all respects to the limitations therein. If the Administrative Agent is informed by a Lender that such Lender is required by applicable Law to have appraisals prepared in respect of the Real Property of any Loan Party subject to a mortgage constituting Collateral, the Loan Parties shall cooperate with the Administrative Agent such that the Administrative Agent is able to order appraisals that satisfy the applicable requirements of the Real Estate Appraisal Reform Amendments of FIRREA.

Section 6.14. Approved DIP Budget.

The Approved DIP Budget shall set forth, on a weekly basis (commencing on November [14], 2025), among other things, Budgeted Disbursements, Budgeted Receipts and Budgeted Restructuring Related Amounts for the rolling 13-week period commencing with the week that includes the Closing Date and such Approved DIP Budget shall be approved in writing by, and be in form and substance satisfactory to, the Required Lenders in their sole discretion (it being acknowledged and agreed that the initial Approved DIP Budget attached to this Agreement as Exhibit H is approved by and satisfactory to the Required Lenders and is and shall be the Approved DIP Budget unless and until replaced in accordance with terms of this Section) and disclosed in writing to the Administrative Agent. The Approved DIP Budget shall be updated, modified or supplemented by the Borrower (and delivered to the Administrative Agent, the Lenders and the Lender Advisors on or prior to 5:00 p.m. on each Friday of every fourth calendar week (commencing on [December 5], 2025)) for the rolling 13-week period beginning with the week during which such delivery occurs, and the Lender Advisors (on behalf of the Required Lenders) shall inform the Debtors no later than four Business Days after such receipt whether such revised proposed budget has been approved by the Required Lenders provided that if such revised proposed budget is not approved, or if the Company and the Required Lenders otherwise affirmatively agree, the Approved DIP Budget then in effect shall remain in effect unless and until a new Approved DIP Budget is approved by the Administrative Agent (at the Direction of the Required Lenders in their sole discretion) or the Lender Advisors (on behalf of the Required Lenders). Each Approved DIP Budget shall be prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time of preparation. Each Approved DIP Budget shall be sent by the Company to the Administrative Agent for posting on the "public side" of the lender data site.

Section 6.15. Maintenance of Ratings.

Use commercially reasonable efforts to obtain within [●] days after the date the Final Order is entered (or such later date as approved by the Administrative Agent, acting at the Direction of the Required Lenders) a corporate family rating and/or a rating for the DIP Facility and/or the Borrower from S&P and Moody's, and it will use commercially reasonable efforts to maintain any such rating, it being understood that such ratings shall be for information purposes only and there shall be no requirement to obtain or maintain a specific rating level (and no Default or Event of Default shall result from any failure to do so).

Section 6.16. Use of Proceeds.

(a) Subject to the terms and conditions herein, use the proceeds of the Loans on or after the Closing Date, solely in accordance with the DIP Orders and the Approved DIP Budget (subject to the Permitted Deviations), including to: (i) consummate the Transactions, (ii) pay the Transaction Expenses associated therewith, (iii) fund interest, fees, and other payments contemplated in respect of the DIP Facility and adequate protection payments contemplated by the DIP Orders, (iv) provide working capital and for other general corporate purposes of the Loan Parties and their Subsidiaries, (v) fund the costs of the administration of the Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court for payment, including amounts paid pursuant to customary "first day" orders, and (vi) fund, and pay, obligations arising out of, or that are related to, the Carve Out.

(b) The Loan Parties shall not be permitted to use the proceeds of the Loans or any cash collateral in contravention of the provisions of the Loan Documents, the Approved DIP Budget (subject to the Permitted Deviations), the DIP Orders, the Bankruptcy Code; provided that this Section 6.16(b) shall not be construed to cap or otherwise limit Allowed Professional Fees of any Person.

Section 6.17. Weekly Calls; Status Update Calls; Advisor Materials.

(a) On the 20th day of each month (or on another date mutually agreeable to the parties), from and after the Closing Date through the Maturity Date, or otherwise at the reasonable request of the DIP Advisors, the Borrower shall hold a meeting (at a mutually agreeable location and time or telephonically) with management of the Borrower and the Lender Advisors, which meeting, at the discretion of the Lender Advisors, which meeting, may include some or all of the Lenders (at the discretion of the Lender Advisors); provided that the Lender Advisors shall (i) communicate the participants to the Borrower in advance of such call or meeting and (ii) provide an agenda in advance of such call or meeting (which exercise of discretion may be communicated via an email from either of the Lender Advisors) regarding the financial results, operations and compliance of the Loan Parties, in each case, subject to applicable legal privileges and requirements of confidentiality, including requirements imposed by Law or by contract (it being understood that information shared during any such meeting attended by a Lender not party to a confidentiality agreement that is subject to a cleansing mechanism may be limited in scope).

(b) At the reasonable request of the Lender Advisors or any Lender, provide the Lender Advisors with any backup models, analysis or other materials reasonably requested by the Lender Advisors or any Lender to monitor the financial and operating performance of the business of the Loan Parties and their Subsidiaries or otherwise.

Section 6.18. Change in the Nature of Business.

From and after the Closing Date, engage only in material lines of business substantially similar as those lines of business conducted by the Loan Parties and their Subsidiaries on the Closing Date or any business reasonably related, complementary, corollary, synergistic, incidental or ancillary thereto (including related, complementary, synergistic, incidental or ancillary technologies) or reasonable extensions thereof.

Section 6.19. Fiscal Year.

From and after the Closing Date, maintain its fiscal year as in effect on the Closing Date; provided, however, that the Loan Parties and their Subsidiaries may (x) align the dates of such fiscal year of any Subsidiary whose fiscal year ends on a date other than that of the Borrower's and (y) upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the

Administrative Agent (acting at the Direction of the Required Lenders), and, in the case of this clause (y), 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. Centre of Main Interest

No Loan Party incorporated in the European Union shall deliberately change the location of its centre of main interests (as that term is used in Article 3(1) of the COMI Regulation (as defined below)) for the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "**COMI Regulation**") in a manner that would have a Material Adverse Effect.

Section 6.21. RSA; Milestones.

The Borrower or Topco, as applicable, shall, or shall cause the following to occur, by the times and dates set forth below (as any such time and date may be extended from time to time with the consent of the Required Lenders or the Administrative Agent (acting at the Direction of the Required Lenders)) (collectively, the "**Milestones**"):

(a) no later than November 4, 2025 , the Petition Date shall have occurred;

(b) no later than one (1) calendar day after the Petition Date, the Company Parties shall file the Disclosure Statement and the Chapter 11 Plan;

(c) no later than three (3) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim Order.

(d) The Company Parties shall deliver to the Consenting Creditors and the SVP Funds a fully financed confirmation for the Agreement Effective Period (*Durchfinanzierungsbestätigung*) and not-obviously futile confirmation (*Nichtaussichtslosbescheinigung*) for each German Entity issued by the Restructuring Expert as soon as reasonably possible, but in any event no later than fourteen (14) calendar days after the Petition Date;

(e) no later than the date that is thirty (30) calendar days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered the Final DIP Order;

(f) The Company Parties shall deliver to the Consenting Stakeholders a first draft of the Restructuring Opinion as soon as reasonably possible but in any event no later than the date that is thirty (30) calendar days after the Petition Date;

(g) no later than the date that is forty-five (45) calendar days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered the Confirmation Order;

(h) the Company Parties shall deliver to the Consenting Stakeholders a final draft of the Restructuring Opinion as soon as reasonably possible but in any event no later than the date that is forty five (45) calendar days after the Petition Date;

(i) no later than the date that is ninety (90) calendar days after the Petition Date the Plan Effective Date shall have occurred; *provided* that, if necessary regulatory approvals associated with the Restructuring Transactions remain pending as of such date, this Milestone shall automatically extend for another thirty (30) calendar days;

Section 6.22. Debtor-in-Possession Obligations.

Comply in a timely manner with their obligations and responsibilities as debtors-in-possession under the Bankruptcy Code, the Bankruptcy Rules, the DIP Orders, and any other order of the Bankruptcy Court.

Section 6.23. Loan Parties Affirmative Covenants.

(a) Comply with the Milestones.

(b) To the extent any legal, regulatory, or structural impediment arises that would prevent, hinder, or delay the consummation of the Chapter 11 Plan, take all steps reasonably necessary and desirable to address any such impediment.

(c) Use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals necessary to implement and/or consummate the Chapter 11 Plan.

(d) Negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Chapter 11 Plan.

(e) Maintain their good standing under the Laws of the state or other jurisdiction in which they are incorporated or organized, except to the extent that any failure to maintain such Loan Party's or Subsidiary's good standing arises solely from the filing of the Chapter 11 Cases; provided that in the event that any of the Loan Parties or their Subsidiaries are unable to maintain good standing, the Loan Parties shall consult with the Required Lenders promptly and take commercially reasonable steps to reinstate their good standing.

(f) Cause any and all of its subsidiaries to comply with the terms of this Agreement, and the other Definitive Documents as if they were a party hereto and had the obligations of the Loan Parties hereunder and, at the request of Required Lenders, use commercially reasonable efforts to cause such subsidiaries to sign reasonable documentation as may be required to effect the foregoing.

(g) (i) to the extent reasonably practicable provide the Lender Advisors with a reasonable opportunity to review draft copies of all Definitive Documents and comply with all provisions of the RSA related to the Definitive Documents, including but not limited to, all material motions or pleadings, and any drafts or proposed amended version of the First Day Pleadings that the Debtors intend to file with the Bankruptcy Court at least three (3) calendar days (or such shorter period as is practicable under the circumstances) prior to the date when the Company intends to file such Definitive Document with the Bankruptcy Court, (ii) without limiting any approval or consent rights set forth in this Agreement or the RSA, consult in good faith with the Lender Advisors regarding the form and substance of any such proposed filing, and (iii) use commercially reasonable efforts to provide draft copies of any motion or pleading that materially affects any Prepetition SFA Lender, Prepetition 1L Noteholder or Lender, in each case; provided, that the rights set forth in this provision shall not apply to monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof or related thereto.

(h) Provide the Lender Advisors with (i) reasonable access to, during regular business hours, the non-privileged, non-confidential books, work papers, records, and materials of any Company Party that are materially related to the Chapter 11 Plan, (ii) reasonable access to, during regular business hours, the Chief Financial Officer to, and advisors of, any Loan Party, and (iii) reasonably timely responses to all

reasonable diligence requests sent to the Loan Parties by and through the Lender Advisors on a continuing and rolling basis following the Closing Date.

(i) Use commercially reasonable efforts to avoid and/or cure any breach or default under any material contractual obligations (other than, for the avoidance of doubt, a breach or default that would be triggered as a result of the Chapter 11 Cases).

(j) To the extent applicable, oppose and, if necessary, timely file a formal objection to any motion filed with the Bankruptcy Court by a third party challenging the validity, enforceability, perfection, or priority of, or seeking avoidance, disallowance, or subordination of, any portion of the DIP Term Loan Claims, the Prepetition SFA Claims or the Prepetition 1L Note Claims, or the liens securing such claims (as applicable).

(k) Except as otherwise expressly set forth in this Agreement, operate their businesses and operations in the ordinary course in a manner that is consistent with past practices and use commercially reasonable efforts to preserve intact the Loan Parties' business organization and material relationships with third parties (including, without limitation, suppliers, distributors, customers, and governmental and regulatory authorities and key employees) and maintain in effect all of their material foreign, federal, state, and local licenses, permits, consents, franchises, approvals, and authorizations that are required to operate their business, in each case to the extent reasonably practicable and permitted by applicable law, provide updates to the Lender Advisors with respect to any material development in connection with any Loan Party, including businesses, operations (including material changes to the cash management system, employee benefit programs, and insurance programs), material expenditures (to the extent not provided for in the Approved DIP Budget), and relationships with material third parties (including, without limitation, vendors, and customers).

(l) Maintain the engagement of the Restructuring Expert as provider of the Restructuring Opinion (unless replaced by another provider satisfactory to the Required Lenders), support the Restructuring Expert in preparing the Restructuring Opinion and instruct the Restructuring Expert (i) to cooperate with the Lender's Advisors in light of any comments or questions the Lender's Advisors may reasonably have on the draft Restructuring Opinion, and (ii) to promptly inform the Borrower if and as soon as the Restructuring Expert finds that (A) any German Entity is not capable of being restructured, or (B) any German Entity is no longer expected to be fully financed (*durchfinanziert*) throughout the period until the Maturity Date;

(m) Promptly after becoming aware of the same, notify the Administrative Agent and the Lender's Advisors in case the Restructuring Expert has informed a Loan Party or a Loan Party finds that (i) any German Entity is not capable of being restructured, or (ii) any German Entity is no longer expected to be fully financed (*durchfinanziert*) throughout the period until the Maturity Date

Section 6.24. Cash Management. Maintain cash management of the Loan Parties in accordance in all material respects with the Cash Management Order.

Section 6.25. Post Closing Matters. Deliver to the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent, such documents and deliverables (a) listed on Schedule 6.25 and (b) as reasonably requested by the Required Lenders in a manner consistent with the DIP Orders and this Agreement, on or before the applicable dates for delivery as mutually agreed with the Required Lenders (or, in each case, such later date as may be agreed by the Administrative Agent acting at the Direction of the Required Lenders). All representations and warranties contained in this Agreement and the other Loan Documents will be deemed modified to the extent necessary to effect the foregoing

(and permit the taking of the actions described therein within the time periods specified thereon, rather than as elsewhere provided in the Loan Documents).

## ARTICLE VII.
## NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan, or other Obligations hereunder (other than contingent obligations as to which no claim has been asserted), then from and after the Closing Date, each Loan Party shall not and shall not permit any of its Subsidiaries to:

Section 7.01. Liens

(a) The Company will not, and the Company will not permit any Subsidiary or Topco to, directly or indirectly, create, Incur or suffer to exist any Lien upon any of its property or assets (including Equity Interests of a Subsidiary of the Company), whether owned on the Closing Date or acquired after that date, or any interest therein or any income or profits therefrom, which Lien is securing any Indebtedness, except:

(i) in the case of any property or asset that does not constitute Collateral, Permitted Liens; and

(ii) in the case of any property or asset that constitutes Collateral, Permitted Collateral Liens.

(b) [Reserved].

(c) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "***Increased Amount***" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Section 7.02. Investments. Make any Investments (directly or indirectly), except Permitted Investments.

Notwithstanding anything to the contrary herein, no Investment shall be permitted after the Closing Date that is not provided for, and made in compliance with, the Approved DIP Budget (subject to Permitted Deviations) and the Bankruptcy Code.

Section 7.03. Indebtedness.

(a) Create, Incur, assume or suffer to exist any Indebtedness and the Company will not issue Disqualified Equity Interests and will not permit any of its Subsidiaries to issue Preferred Equity Interests.

(b) Clause (a) above will not prohibit the Incurrence of the following Indebtedness (collectively, Permitted Debt):

(i) Indebtedness created under the Loan Documents;

(ii) any (A) Guarantees by the Company or any Subsidiary of Indebtedness or other obligations of the Company or any Subsidiary and (B) without limiting Section 7.01, Indebtedness arising by reason of any Lien granted by or applicable to such Person securing Indebtedness of the Company or any Subsidiary, in each case, so long as the Incurrence of such Indebtedness or other obligations is not prohibited by the terms of this Agreement;

(iii) Indebtedness of the Company owing to and held by any Subsidiary or Indebtedness of a Subsidiary owing to and held by the Company or any Subsidiary; provided that all such Indebtedness of any Loan Party owed to any Subsidiary that is not a Loan Party shall be unsecured and subordinated to the Obligations pursuant to the Intercompany Note;

(iv) Indebtedness:

(A) in respect of any Prepetition SFA Credit Agreement, Prepetition 1L Notes Documents and Prepetition 2L Notes Documents and the and the Guarantees of any Prepetition SFA Credit Agreement, Prepetition 1L Notes Documents and Prepetition 2L Notes Documents in an aggregate principal amount not to exceed the aggregate principal amount outstanding, in each case, as of the Closing Date; provided that such Indebtedness is secured only by Liens permitted under clause (b)(ii) of the definition of Permitted Collateral Liens;

(B) of the Company and its Subsidiaries outstanding on the Closing Date after giving pro forma effect to the Transactions (other than Indebtedness (x) outstanding on the Closing Date under this Agreement and (y) pursuant to paragraph (A) above);

(v) [reserved];

(vi) Indebtedness consisting of Swap Contracts in the ordinary course of business and consistent with past practice (excluding Swap Contracts entered into for speculative purposes as determined in good faith by the Company);

(vii) Indebtedness:

(A) represented by Capitalized Lease Obligations, mortgage financings, purchase money obligations or other financings, Incurred for the purpose of financing all or any part of the purchase or rental price or cost of construction or improvement of property, plant or equipment used in a Similar Business or Indebtedness otherwise Incurred to finance the purchase, lease, rental or cost of design, construction, installation or improvement of property (real or personal) or equipment that is used or useful in a Similar Business, whether through the direct purchase of assets or the Equity Interests of any person owning such assets, and any Indebtedness which refinances, replaces or refunds such Indebtedness in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (vii) and then outstanding, does not exceed $1,000,000 at the time of Incurrence, and any refinancing Indebtedness in respect thereof (provided that, in each case, the Indebtedness exists on the date of such purchase, lease, rental, construction, design, installation or improvement or is created within two hundred and seventy (270) days thereafter); and

(B) [reserved];

(viii) Indebtedness in respect of:

(A) workers' compensation claims, old-age-part-time arrangements (including, for the avoidance of doubt, Indebtedness arising under any bank guarantee, surety (*Bürgschaft*) or any other instrument issued by a bank or financial institution upon request of any Loan Party in order to comply with the requirements of section 8a of the German Act on Partial Retirement (*Altersteilzeitgesetz*) or of section 7e of the German Social Security Code Part IV (*Sozialgesetzbuch IV*)), self-insurance obligations, unemployment insurance (including premiums related thereto), other types of social security, pension obligations or partial retirement obligations, vacation pay, health, disability or other employee benefits, customer guarantees performance, indemnity, surety, judgment, appeal, advance payment (including progress premiums), customs, value added or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Company or a Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or consistent with past practice;

(B) the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or consistent with past practice; provided that such Indebtedness is extinguished within thirty (30) Business Days of Incurrence;

(C) customer deposits and advance payments (including progress premiums) received in the ordinary course of business or consistent with past practice from customers for goods or services purchased in the ordinary course of business or consistent with past practice;

(D) letters of credit, bankers' acceptances, warehouse receipts, guarantees, discounted bills of exchange or the discounting of factoring of receivables for credit management of bad debt purposes or other similar instruments or obligations issued or relating to liabilities or obligations Incurred in the ordinary course of business or consistent with past practice;

(E) the financing of insurance premiums, take-or-pay obligations contained in supply arrangements, any customary treasury and/or cash management services, depositary, cash management, credit card processing, automatic clearinghouse arrangements, overdraft protections, credit or debit card, purchase card, electronic funds transfer, the collection of checks and direct debits, cash pooling or netting or setting off arrangements or similar arrangements in the ordinary course of business or consistent with past practice;

(F) Indebtedness representing:

(1) deferred consideration or compensation to current or former directors, officers, employees, members of management, managers and consultants of any Parent Entity, the Company or any of its Subsidiaries in the ordinary course of business or consistent with past practice; or

(2) deferred compensation or other similar arrangements in connection with any Investment or acquisition permitted hereby;

in each case, pursuant to this clause (b)(viii)(F), not to exceed amounts outstanding on the Closing Date.

(G) short-term borrowings of no longer than thirty (30) Business Days owed to banks and other financial institutions Incurred in the ordinary course of business of the Company or any Subsidiary with such banks or financial institutions that arises in connection with ordinary banking arrangements to manage cash balances of the Company or any Subsidiary;

(H) Settlement Indebtedness; and

(I) unless the Company elects to apply IAS 17 (Leases) pursuant to the Election Option, any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under IFRS immediately prior to the adoption of IFRS 16 (Leases);

(ix) [reserved];

(x) [reserved]:

(xi) [reserved];

(xii) [reserved];

(xiii) [reserved];

(xiv) Indebtedness Incurred pursuant to the Factoring Program, up to an aggregate outstanding principal amount at any time outstanding not to exceed $[•];

(xv) any obligation, or guaranty of any obligation, of the Company or any Subsidiary to reimburse or indemnify a person extending credit to customers of the Company or a Subsidiary Incurred in the ordinary course of business or consistent with past practice for all or any portion of the amounts payable by such customers to the person extending such credit;

(xvi) Indebtedness provided by a customer in the ordinary course of business the proceeds of which are used by the Company or any Subsidiary to finance the acquisition of any equipment necessary to perform services for such customer; provided that (A) the repayment of such Indebtedness is conditional upon such customer ordering a specific volume of goods and (B) such Indebtedness does not bear interest or provide for scheduled amortization or maturity;

(xvii) [reserved];

(xviii) [reserved]; and

(xix) [reserved].

(c) [Reserved]:

(d) Accrual and/or capitalization of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares or Qualified Equity Interests or Disqualified Equity Interests or the reclassification of commitments or obligations not treated as Indebtedness due to a change in IFRS, will not be deemed to be an Incurrence of Indebtedness for purposes of the covenant described under this Section 7.03 and provided that the amount of any Refinancing

Indebtedness in respect of any outstanding Indebtedness may (in the Company's sole discretion) be increased by the amount of all such accrued and/or capitalized interest, accreted value, original issue discount and/or additional Indebtedness in respect of such Indebtedness and such increased amount will not be deemed to be Indebtedness for the purpose of calculating any basket, permission or threshold under which such Refinancing Indebtedness is permitted to be Incurred.

(e) For purposes of determining compliance with this Section 7.03, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in Sections **Error! Reference source not found.**(i) through 7.03(b)(xix), the Company shall, in its sole discretion, divide or classify (but not later reclassify) such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above clauses; provided that all Indebtedness incurred under the Loan Documents, the Prepetition SFA Credit Agreement, Prepetition 1L Notes Documents and Prepetition 2L Notes Documents will be deemed to have been incurred in reliance on the exception in clauses (b)(i), and (b)(iv), respectively, of this Section 7.03 and shall not be permitted to be reclassified pursuant to this paragraph.

(f) For purposes of determining compliance with any Euro-denominated restriction on the Incurrence of Indebtedness, the Euro equivalent principal amount of Indebtedness denominated in a currency other than euro shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was first committed or first Incurred (whichever yields the lower Euro equivalent), provided that (1) if such Indebtedness is Incurred to refinance other Indebtedness denominated in a currency other than euro, and such refinancing would cause the applicable Euro-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Euro-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (x) the principal amount of such Indebtedness being refinanced plus (y) the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums (including tender premiums) and other costs and expenses (including original issue discount, upfront fees or similar fees) Incurred in connection with such refinancing, (2) the Euro equivalent of the principal amount of any such Indebtedness outstanding on the Closing Date shall be calculated based on the relevant currency exchange rate in effect on the Closing Date, and (3) if any such Indebtedness that is denominated in a different currency is subject to a Swap Contract (with respect to the euro) covering principal amounts payable on such Indebtedness, the amount of such Indebtedness expressed in euro will be adjusted to take into account the effect of such agreement.

(g) Notwithstanding any other provision of this Section 7.03, the maximum amount of Indebtedness that the Company or a Subsidiary may Incur pursuant to this Section 7.03 shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate 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.

Notwithstanding anything herein to the contrary, (A) no Indebtedness shall be permitted after the Closing Date that is not provided for, and made in compliance with, the Approved DIP Budget (subject to Permitted Deviations) and the Bankruptcy Code and (B) Indebtedness of the Company or any other Loan Party owing to Topco, the Company or any Subsidiary that is not a Loan Party shall be unsecured and subordinated in right of payment to the Obligations and any guarantee by Topco, the Company or any other Loan Party of Indebtedness of Topco, the Company or another Subsidiary that is not a Loan Party shall be subordinated in right of payment to the Obligations.

Section 7.04. Fundamental Changes.

Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of related transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person.

Section 7.05. Dispositions. The Company will not, and will not permit any of the Subsidiaries to, make any Disposition unless:

(a) [reserved];

(b) in any such Disposition, or series of related Dispositions at least 100% of the consideration from such Disposition (including by way of relief from, or by any other person assuming responsibility for, any liabilities, contingent or otherwise) received by the Company or such Subsidiary, as the case may be, is in the form of Cash or Cash Equivalents; provided that (i) no Default or Event of Default has occurred and is continuing at the time of the execution of the definitive agreement with respect to such Disposition or would result therefrom, (ii) the aggregate fair market value of all such assets sold shall not exceed $[__] in the aggregate and (iii) such Disposition is subject to the provisions of Section 2.05(b)(ii).

(c) a Disposition:

(i) by any Loan Party to any other Loan Party;

(ii) by any Subsidiary that is not a Loan Party to any other Subsidiary that is also not a Loan Party;

(iii) by any Subsidiary that is not a Loan Party to any other Subsidiary that is a Loan Party for fair market value; or

(iv) by any Loan Party in any Subsidiary that is not a Loan Party; provided that such Disposition is specifically set forth on a line item basis in the Approved DIP Budget; by the Company or a Subsidiary to the Company or a Subsidiary;

(d) a Disposition of Cash or Cash Equivalents in the ordinary course of business;

(e) a Disposition of inventory, receivables, trading stock, equipment or other assets (including Settlement Assets) in the ordinary course of business or consistent with past practice or held for sale or no longer used in the ordinary course of business, including any disposition of disposed, abandoned or discontinued operations;

(f) a Disposition of obsolete, worn-out, uneconomic, damaged, retired or surplus property, equipment, facilities or other assets or property, equipment or other assets that are no longer economically practical or commercially desirable to maintain or used or useful in the business of the Company and the Subsidiaries whether now or hereafter owned or leased or acquired in connection with an acquisition or used or useful in the conduct of the business of the Company and the Subsidiaries (including by ceasing to enforce, allowing the lapse, abandonment or invalidation of or discontinuing the use or maintenance of or putting into the public domain any intellectual property that is, in the reasonable judgment of the Company or the Subsidiaries, no longer used or useful, or economically practicable to maintain, or in respect of which the Company or any Subsidiary determines in its reasonable judgment that such action or inaction is desirable);

(g) [reserved];

(h) a Disposition, issuance, sale or transfer of Equity Interests (A) by a Subsidiary to the Company or to another Subsidiary, or as part of or pursuant to an equity-based, equity-linked, profit sharing or performance based, incentive or compensation plan approved by the board of directors of the Company or (B) relating to directors' or managers' qualifying shares and shares issued to individuals as required by applicable law;

(i) [reserved];

(j) any Permitted Investment and any Restricted Payment that is permitted to be made, and is made, pursuant to Section 7.06;

(k) Dispositions in connection with Permitted Liens;

(l) Dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or consistent with past practice or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements or any sale of assets received by the Company or a Subsidiary upon the foreclosure of a Lien granted in favor of the Company or any Subsidiary;

(m) conveyances, sales, transfers, licenses or sublicenses, lease or assignment or other dispositions of intellectual property rights, software or other general intangibles and licenses, sub-licenses, leases or subleases of other tangible and non-tangible property, in each case, in the ordinary course of business or consistent with past practice or pursuant to a research or development agreement in which the counterparty to such agreement receives a license or other right in the intellectual property or software that result from such agreement;

(n) the lease, assignment, license, sublease or sublicense of any real or personal property in the ordinary course of business or consistent with past practice;

(o) foreclosure, condemnation, taking by eminent domain or any similar action with respect to any property or other assets;

(p) the sale or discount (with or without recourse, and on customary or commercially reasonable terms and for credit management purposes, including pursuant to any factoring arrangements) of accounts receivable or other loans or notes receivable arising in the ordinary course of business or consistent with past practice, or the conversion or exchange of accounts receivable for notes receivable;

(q) [reserved];

(r) [reserved];

(s) Dispositions of property for a bona fide business purpose in the ordinary course of business to the extent:

(i) that such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased;

(ii) that the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased); or

(iii) allowable under section 1031 of the Internal Revenue Code (or any similar provision under applicable tax law) and constituting any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(t) any disposition of assets consistent with past practice to a Person who is providing services related to such assets, the provision of which have been or are to be outsourced by the Company or any of its Subsidiaries to such Person, provided that the Company shall certify that in its opinion, the outstanding transaction will be economically beneficial to the Company and its Subsidiaries (considered as a whole);

(u) any Disposition of Factored Receivables in connection with the Factoring Program, or the disposition of an account receivable in connection with the collection or compromise thereof in the ordinary course of business or consistent with past practice;

(v) [reserved];

(w) [reserved];

(x) any surrender or waiver of contractual rights or the settlement, release, surrender or waiver of contractual, tort, litigation or other claims of any kind; and

(y) the unwinding of any Cash Management Services or Swap Contract.

provided that any Disposition of any property pursuant to this Section 7.05 (except pursuant to Sections 7.05(c), (d), (e), (f), (l), (m), (n), (o), and (x)) shall be for no less than the fair market value of such property at the time of such Disposition as determined by the Company in good faith. To the extent any Collateral is Disposed of as permitted by this Section 7.05 to any Person other than a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, and the Administrative Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing or provide evidence thereof.

Notwithstanding the foregoing, no Disposition shall be permitted after the Closing Date that is not provided for, and made in compliance with, the Approved DIP Budget (subject to Permitted Deviations) and the Bankruptcy Code.

Section 7.06. Restricted Payments.

(a) The Company will not, and will not permit any of the Subsidiaries, directly or indirectly, to:

(i) declare or pay any dividend or make any distribution on or in respect of the Company's or any Subsidiary's Equity Interests (including any such payment in connection with any merger or consolidation involving the Company or any of the Subsidiaries) except:

(A) dividends or distributions payable in Equity Interests of the Company (other than Disqualified Equity Interest) or in options, warrants or other rights to purchase such Equity Interests of the Company;

(B) dividends or distributions payable to the Company or a Subsidiary (and, in the case of the Company or any such Subsidiary making such dividend or distribution, to holders of its Equity Interests other than the Company or another Subsidiary on no more than a pro rata basis);

(ii) purchase, repurchase, redeem, retire or otherwise acquire or retire for value any Equity Interests of the Company or any Parent Entity held by persons other than the Company or a Subsidiary; or

(iii) make any payment (whether of principal, interest or other amounts) on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value, any Subordinated Shareholder Funding,

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, or other acquisition or retirement referred to in paragraphs (i) through (iii) above are referred to herein as a "***Restricted Payment***").

(b) The foregoing provisions will not prohibit any of the following (collectively, "***Permitted Restricted Payments***"):

(i) [reserved];

(ii) [reserved];

(iii) [reserved];

(iv) [reserved];

(v) [reserved];

(vi) [reserved];

(vii) [reserved];

(viii) [reserved];

(ix) [reserved];

(x) [reserved];

(xi) [reserved];

(xii) [reserved];

(xiii) [reserved];

(xiv) [reserved];

(xv) Distributions or payments of Factoring Fees, sales contributions and other transfers of Factored Receivables and purchases of Factored Receivables pursuant to a Factoring Repurchase Obligation, in each case in connection with the Factoring Program;

(xvi) any Restricted Payment made in connection with the Transaction and any costs and expenses (including all legal, accounting and other professional fees and expenses) related to the events and transactions described in this clause (b)(xvi);

(xvii) [reserved];

(xviii) [reserved];

(xix) [reserved];

(xx) [reserved];

(xxi) [reserved]; and

(xxii) [reserved].

(c) For purposes of determining compliance with this Section 7.06, in the event that a Restricted Payment or Investment (or, in each case, portion thereof) (i) meets the criteria of more than one of the categories of Permitted Payments described in clause (b) above, and/or (ii) is permitted pursuant to clause (a) above and/or (iii) constitutes a Permitted Investment, the Company will be entitled to classify such Restricted Payment or Investment (or, in each case, portion thereof) on the date of its payment or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment or Investment (or, in each case, portion thereof) in any manner that complies with this Section **Error! Reference source not found.**, including in each case as an Investment pursuant to one or more of the paragraphs of the definition of "Permitted Investments" and may aggregate capacity in multiple paragraphs of the definition of "Permitted Payments" above, clause (a) above and/or in the definition of "Permitted Investments" in any manner that complies with this covenant.

(d) 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 Company or such 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 the fair market value of any non-cash Restricted Payment, property or assets other than cash shall be determined conclusively by the Company acting in good faith.

For the avoidance of doubt, any dividend or distribution otherwise permitted pursuant to this Section 7.06 may be in the form of a loan; provided that Indebtedness of a Loan Party or Subsidiary must be otherwise permitted by Section **Error! Reference source not found.**.

Notwithstanding the foregoing, no Restricted Payment shall be permitted after the Closing Date that is not provided for, and made in compliance with, the Approved DIP Budget (subject to Permitted Deviations) and the Bankruptcy Code.

Section 7.07. Transfers of Material Property.

Dispose to any non-Loan Party (including as a result of any Loan Party ceasing to be a Loan Party) any property, including intellectual property or IP Rights, that is material to the business of the Company and its Subsidiaries, taken as a whole ("**Material Property**") (as determined by the Company in good faith), excluding intercompany licensing in the ordinary course of business on a non-exclusive basis.

Section 7.08. Transactions with Affiliates.

(a) The Company will not, and will not permit any Subsidiary to enter into or conduct any transaction or series of related transactions (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Company (any such transaction or series of related transactions being an Affiliate Transaction) unless:

(i) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Company or such Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a person who is not such an Affiliate; provided that, such transactions are undertaken in the ordinary course of business, consistent with past practice and for a bona fide business purpose.

(b) The provisions of clause (a) above will not apply to:

(i) any Restricted Payment permitted to be made under Section 7.06;

(ii) any issuance or sale of Equity Interests, options, other equity-related interests or other securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, or entering into, or maintenance of, any employment, consulting, collective bargaining or benefit plan, program, agreement or arrangement, related trust or other similar agreement and other compensation arrangements, options, warrants or other rights to purchase Equity Interests of the Company, any Subsidiary or any Parent Entity, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans, transaction bonuses or transaction-related securities repurchase plans or similar employee benefits or consultants' plans (including valuation, health, insurance, deferred compensation, severance, retirement, savings or similar plans, programs or arrangements) or indemnities provided on behalf of officers, employees, directors, managers or consultants approved by the board of directors of the Company, in each case in the ordinary course of business or consistent with past practice;

(iii) any Management Advances and any waiver or transaction with respect thereto;

(iv) any:

(A) transaction between or among the Company and any Subsidiary (or entity that becomes a Subsidiary as a result of such transaction), or between or among Subsidiaries; and

(B) [reserved];

(v) the payment of compensation, fees and reimbursement of expenses to, and customary indemnities (including under customary insurance policies) and employee benefit and pension expenses provided on behalf of, directors, managers, officers, contractors, consultants, distributors or employees of the Company, or any Subsidiary;

(vi) the entry into and performance of obligations of the Company or any of the Subsidiaries under the terms of any transaction arising out of, and any payments pursuant to or for purposes of funding, any agreement or instrument in effect as of or on the Closing Date, as these agreements and instruments may be amended, modified, supplemented, extended, renewed or refinanced from time to time in accordance with the other terms of this covenant or to the extent not more disadvantageous to the Lenders (taken as a whole) in any material respect;

(vii) any transaction effected as part of the Factoring Program and any disposition or repurchase of Factored Receivables in connection with the Factoring Program;

(viii) transactions with customers, clients, joint venture partners, suppliers, contractors, distributors or purchasers or sellers of goods or services, in each case in the ordinary course of

business or consistent with past practice, which are fair to the Company or the relevant Subsidiary in the reasonable determination of the board of directors of the Company or the senior management of the Company or the relevant Subsidiary, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(ix) [reserved];

(x) any:

(A) issuances or sales of Equity Interests (other than Disqualified Equity Interests) of the Company or options, warrants or other rights to acquire such Equity Interests and the granting of registration and other customary rights (and the performance of the related obligations) in connection therewith or any contribution to capital of the Company or any Subsidiary; and

(B) [reserved];

(xi) [reserved];

(xii) [reserved];

(xiii) the Transaction and the payment of all costs and expenses (including all legal, accounting and other professional fees and expenses) related to the Transaction;

(xiv) [reserved];

(xv) the existence of, or the performance by the Company or any Subsidiary of its obligations under the terms of, any equityholders agreement (including any registration rights agreement or purchase agreements related thereto) to which it is party as of the Closing Date and any similar agreement that it may enter into thereafter; provided that the existence of, or the performance by the Company or any Subsidiary of its obligations under any future amendment to the equityholders' agreement or under any similar agreement entered into after the Closing Date will only be permitted under this paragraph to the extent that the terms of any such amendment or new agreement are not otherwise disadvantageous to the Lenders (taken as a whole) in any material respect as determined in good faith by the Company;

(xvi) [reserved];

[reserved];

(xvii) [reserved];

(xviii) payments, Indebtedness and Disqualified Equity Interests (and cancellation of any thereof) of the Company and the Subsidiaries and Qualified Equity Interests (and cancellation of any thereof) of any Subsidiary to any future, current or former employee, director, manager, officer, contractor or consultant of the Company or any of its Subsidiaries pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement; and any employment agreements, stock option plans and other compensatory arrangements (and any successor plans thereto) and any supplemental executive retirement benefit plans or arrangements with any such employees,

directors, managers, officers, contractors or consultants that are, in each case, approved by the Company in good faith;

(xix) employment and severance arrangements between the Company or its Subsidiaries and their respective officers, directors, managers, contractors, consultants, distributors and employees (i) entered into in the ordinary course of business or (ii) entered into in connection with or as a result of the Transactions and contemplated by the RSA;

(xx) any transition services arrangement, supply arrangement or similar arrangement entered into in connection with or in contemplation of the disposition of assets or Equity Interests in any Subsidiary permitted under Section 7.05 above or entered into with any Business Successor, in each case, that the Company determines in good faith is either fair to the Company or otherwise on customary terms for such type of arrangements in connection with similar transactions;

(xxi) [reserved];

(xxii) any lease entered into between the Company or any Subsidiary, as lessee, and any Affiliate of the Company that is not a Subsidiary, as lessor, which is approved by a majority of the members of the board of directors of the Company;

(xxiii) intellectual property licenses in the ordinary course of business or consistent with past practice;

(xxiv) payments to or from, and transactions with, any joint venture, including for the avoidance of doubt, the entry into, and performance of obligations and related services under, any management services agreement or any licensing agreement with regards to any existing or future joint venture, in the ordinary course of business or consistent with past practice (including any cash management activities related thereto);

(xxv) [reserved];

(xxvi) the payment of costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement; and

(xxvii) the entry into, and performance of obligations and related services under, any registration rights or other listing agreement.

Notwithstanding the foregoing, no transaction with any Affiliate of the Company shall be permitted after the Closing Date that is not provided for, and made in compliance with, the Approved DIP Budget (subject to Permitted Deviations) and the Bankruptcy Code.

Section 7.09. Burdensome Agreements.

Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that limits the ability of:

(a) any Subsidiary that is not a Guarantor to make Restricted Payments to the Company or any other Borrower or Guarantor; or

(b) any Loan Party to create, incur, assume or suffer to exist Liens on property of such Person for the benefit of the Lenders with respect to the DIP Facility and the Obligations; provided that the foregoing Sections 1.01(a) and 1.01(b) shall not apply to Contractual Obligations which:

(i) (x) exist on the Closing Date and (to the extent not otherwise permitted by this Section 7.09) are listed in Schedule 7.09 and (y) to the extent Contractual Obligations permitted by clause (x) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any permitted modification, replacement, renewal, extension or Refinancing of such Indebtedness so long as such modification, replacement, renewal, extension or Refinancing (taken as a whole) does not materially expand the scope of such Contractual Obligation (as reasonably determined by the Company);

(ii) are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary, so long as such Contractual Obligations were not entered into in contemplation of such Person becoming a Subsidiary;

(iii) represent Indebtedness of a Subsidiary which is not a Loan Party which is permitted by Section 7.03 and which does not apply to any Loan Party;

(iv) are customary restrictions (as reasonably determined by the Company) that arise in connection with (x) any Permitted Lien and relate to the property subject to such Lien or (y) arise in connection with any Disposition permitted by Section 7.05 and relate solely to the assets or Person subject to such Disposition;

(v) are customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted under Section 7.02 and applicable solely to such joint venture and its equity entered into in the ordinary course of business, consistent with past practice, in good faith, for a bona fide business purpose;

(vi) are negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 7.03 but solely to the extent any negative pledge relates to (i) the property financed by such Indebtedness and the proceeds, accessions and products thereof or (ii) the property secured by such Indebtedness and the proceeds, accessions and products thereof so long as the agreements governing such Indebtedness permit the Liens securing the Obligations;

(vii) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the property interest, rights or the assets subject thereto;

(viii) [reserved];

(ix) are customary provisions restricting subletting, transfer or assignment of any lease governing a leasehold interest of the Company or any of its Subsidiaries;

(x) are customary provisions restricting assignment or transfer of any agreement entered into in the ordinary course of business, consistent with past practice, in good faith, for a bona fide business purpose;

(xi) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business, consistent with past practice, in good faith, for a bona fide business purpose;

(xii) arise in connection with cash or other deposits permitted under Sections 7.01 and 7.02 and limited to such cash or deposit;

(xiii) comprise restrictions imposed by any agreement governing Indebtedness entered into on or after the Closing Date and permitted under Section 7.03 that are, taken as a whole, in the good faith judgment of the Company, no more restrictive with respect to the Company or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, taken as a whole, are not materially more restrictive than the restrictions contained in this Agreement), so long as the Company shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments required hereunder;

(xiv) are restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business, consistent with past practice, in good faith, for a bona fide business purpose;

(xv) are restrictions regarding licensing or sublicensing by Topco and its Subsidiaries of intellectual property in the ordinary course of business, consistent with past practice, in good faith, for a bona fide business purpose;

(xvi) are restrictions contained in the documents otherwise governing Indebtedness permitted pursuant to Section 7.03(b)(iv); and

(xvii) are restrictions on cash earnest money deposits in favor of sellers in connection with acquisitions not prohibited hereunder.

Section 7.10. Amendments or Waivers of Organization Documents

Agree, or permit any Subsidiaries to agree, to any material amendment, restatement, supplement or other modification to, or waiver of, any of its Organization Documents after the Closing Date in a manner that is materially adverse to the Lenders, except as required by Law, other than as required by the Bankruptcy Code or pursuant to the New Organizational Documents; provided that for the avoidance of doubt, any amendment, restatement, supplement or other modification to any Organization Documents for the purpose of effectuating a change of legal entity name or fictitious business name shall not be deemed materially adverse to the Lenders.

Section 7.11. Variance Testing; Case Professional Fee Budget Test.

(a) The Company shall not permit for any Testing Period: (i) the aggregate Actual Disbursements of Topco and its Subsidiaries to exceed 115% of the aggregate Budgeted Disbursements as set forth in the applicable Approved DIP Budget with respect to such Testing Period; and (ii) the aggregate Actual Receipts of Topco and its Subsidiaries to be less than 85% of the aggregate Budgeted Receipts as set forth in the applicable Approved DIP Budget with respect to such Testing Period (the variances permitted in the immediately preceding clauses (i) and (ii), together with any variances from the Initial DIP Budget in the first four Reporting Periods following the Petition Date, the "**Permitted Deviations**". All spending must be consistent with the disbursements in the Approved DIP Budget (subject to Permitted Deviations); *provided* that Professional Persons' fees and expenses shall not be subject to the variance testing set forth in this paragraph.

(b) The Company shall not permit the Actual Restructuring Related Amounts to exceed the aggregate Budgeted Restructuring Related Amounts set out in the Professional Fee Budget, during the period beginning on the Closing Date and ending on the Maturity Date.

(c) Without limiting the generality and enforceability of clause (b) above, the Lenders shall not object to the approval of retention applications of the Company Parties' Advisors or otherwise seek to hinder the Company Parties' payment of the reasonable and documented fees and expenses of the Company Parties' Advisors.

Section 7.12. Minimum Liquidity.

The Company shall not permit Liquidity on each Liquidity Test Date, to be less than €80,000,000, by reference to actual Liquidity as at the relevant Liquidity Test Date; and liquidity shall be tested on each Liquidity Test Date.

Section 7.13. Junior Financing Amendments.

(a) Prepay, redeem, purchase, defease or otherwise satisfy thereof in any manner (it being understood that payments of regularly scheduled principal, interest and fees and mandatory prepayments, redemptions and related offers to prepay or repurchase and, in connection with the amendment of any Junior Financing, the payment of fees (other than in connection with any amendment that reduces or forgives the commitments or outstanding principal amount or reduces the effective yield of such Junior Financing) shall be permitted) any (A) Indebtedness subordinated in right of payment, unsecured or secured by Liens on the Collateral junior to the Liens securing the Obligations incurred under Section 7.03 (including all Indebtedness incurred under the Prepetition SFA Credit Agreement and the Prepetition 1L Notes), or (B) any other Indebtedness for borrowed money of a Loan Party that is subordinated in right of payment to the Obligations (without regard to control of remedies) expressly by its terms, unsecured, secured by Liens on the Collateral junior to the Liens securing the Obligations (but other than Indebtedness among Loan Parties) or was incurred prior to the Petition Date (collectively, "**Junior Financing**") with a principal amount outstanding in excess of the Threshold Amount.

(b) Amend, modify or change in any manner materially adverse to the interests of the Lenders any term or condition of any Junior Financing Documentation in respect of any Junior Financing having an aggregate outstanding principal amount in excess of the Threshold Amount without the consent of the Administrative Agent (which consent shall not be unreasonably withheld, delayed or conditioned).

Section 7.14. [Reserved].

Section 7.15. Liability Management Transaction; Certain Payments.

During the term of this Agreement and so long as the discharge of Secured Obligations has not occurred, whether or not any insolvency proceeding has been commenced by or against any Loan Party, Topco, the Company and its Subsidiaries agree that no Loan Party shall enter into any Liability Management Transaction.

Section 7.16. DIP Orders.

Notwithstanding anything to the contrary herein, use any portion or proceeds of the Loans or the Collateral, or disbursements set forth in the Approved DIP Budget, for payments or purposes that would violate the terms of the DIP Orders.

Section 7.17. Insolvency Proceeding Claims.

Incur, create, assume, suffer to exist, or permit any other superpriority administrative claim that is *pari passu* with or senior to the claim of the Administrative Agent or the Lenders against the Debtors or

any Loan Party, except as set forth in the DIP Orders or the Cash Management Order (including, for the avoidance of doubt, the Carve Out).

Section 7.18. Bankruptcy Actions.

Absent Direction of the Required Lenders, file a motion seeking, or consent to the entry of, any order of the Bankruptcy Court granting authority to (x) take any action that is prohibited by the terms of this Agreement, the RSA, the DIP Orders or the other Loan Documents or (y) refrain from taking any action that is required to be taken by the terms of the DIP Orders or any of the other Loan Documents.

## ARTICLE VIII.
## EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default.

Any of the following from and after the Closing Date shall constitute an event of default (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, (ii) within three (3) Business Days after the same becomes due, any interest on any Loan, or (iii) within three (3) days after the same becomes due, any fees or other amounts payable hereunder or with respect to any other Loan Document; or

(b) *Specific Covenants*. Any Loan Party or any Subsidiary of a Loan Party fails to perform or observe any term, covenant or agreement contained in any of Section 6.01, Section 6.03, Section6.05(a) (solely with respect to Topco and any Borrower), Section 6.11, Section 6.13, Section 6.14, Section 6.15, Section 6.16, Section 6.17, Section 6.21, Section 6.22, Section 6.23, Section 6.24, Section 6.25 or Article VII; provided that the delivery of a notice of Event of Default at any time will cure any Event of Default arising from the failure to timely deliver a notice of such Event of Default pursuant to Section 6.03(a); or

(c) *Other Defaults*. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b)) contained in any Loan Document on its part to be performed or observed and such failure continues for ten days; or

(d) *Representations and Warranties*. Any representation, warranty or certification made or deemed made by 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 in any material respect (or, with respect to any representation or warranty qualified by materiality or "Material Adverse Effect", in all respects) when made or deemed made; or

(e) *Cross-Default*. Any Loan Party or any Subsidiary of Loan Party (A) fails to make any payment beyond the applicable grace period, if any, whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise, in respect of any Indebtedness (other than Indebtedness hereunder) having an aggregate outstanding principal amount of not less than the Threshold Amount, or (B) fails to observe or perform any other agreement or condition relating to any Indebtedness having an aggregate outstanding principal amount of not less than the Threshold Amount, or any other event occurs (other than, with respect to Indebtedness consisting of Swap Contracts, termination events or equivalent events pursuant to the terms of such Swap Contracts and not as a result of any default thereunder by any Loan Party), the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause (after

delivery of any notice if required and after giving effect to any waiver, amendment, cure or grace period), with the giving of notice if required, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; provided that this clause (B) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder, (ii) any Indebtedness if (x) the sole remedy of the holder thereof in the event of the non-payment of such Indebtedness or the non-payment or non-performance of obligations related thereto or (y) sole option is to elect, in each case, to convert such Indebtedness into Qualified Equity Interests and cash in lieu of fractional shares and (iii) in the case of Indebtedness which the holder thereof may elect to convert into Qualified Equity Interests, such Indebtedness from and after the date, if any, on which such conversion has been effected; provided, further, that any such failure described under clause (A) or (B) is unremedied and is not waived by the holders of such Indebtedness prior to any termination of the Commitments or acceleration of the Loans pursuant to Section 8.02, provided, that no Event of Default under this clause (e) on account of Indebtedness outstanding on the Petition Date shall exist as a result of (i) any "Default" or "Event of Default" (or similar term) that has occurred and is continuing thereunder on the Closing Date; or

(f) [Reserved]; or

(g) [Reserved]; or

(h) *Judgments*. There is entered against any Loan Party or any Subsidiary of a Loan Party a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by either (i) independent third-party insurance as to which the insurer does not deny coverage or (ii) another creditworthy (as reasonably determined by the Administrative Agent, acting at the Direction of the Required Lenders) indemnitor); and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of 30 consecutive days; or

(i) *Invalidity of Loan Documents*. Any material provision of the Loan Documents, 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 7.05) or as a result of acts or omissions by the Administrative Agent or any Lender or the satisfaction in full of all the Obligations (other than contingent obligations not yet due and owing), ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any provision of any Loan Document or the validity or priority of a Lien as required by the Collateral Documents or the DIP Orders on a material portion of the Collateral; 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 repayment in full of the Obligations (other than in accordance with its terms) and termination of the Aggregate Commitments), or purports in writing to revoke or rescind any Loan Document (other than in accordance with its terms); or

(j) *Change of Control*. There occurs any Change of Control; or

(k) *Collateral Documents*. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.11 or Section 6.13 shall for any reason (other than pursuant to the terms thereof including as a result of a transaction permitted under this Agreement and subject to the Agreed Security Principles, Legal Reservations and Perfection Requirements) cease to create a valid and perfected Lien, with the priority required by the Collateral Documents on and security interest in any material portion of the Collateral purported to be covered thereby, subject to Liens permitted under Section 7.01, (i) except to the extent that any such perfection or priority is not required pursuant to the Collateral and Guarantee Requirement or results 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 or take other required actions and (ii) except as to Collateral consisting of Real Property to the extent that such losses are covered by a lender's title insurance policy and such insurer has not denied coverage;

(l) *ERISA*. (i) An ERISA Event occurs which has resulted or could reasonably be expected to result in liability of a Loan Party or a Subsidiary of a Loan Party in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect, or (ii) a Loan Party, any Subsidiary of a 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 under a Multiemployer Plan in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect. For the avoidance of doubt, this Event of Default in this clause (l) does not apply with respect to any Non-U.S. Loan Party or Foreign Subsidiary;

(m) *Bankruptcy Matters*. Any of the following occurs in any of the Chapter 11 Cases, except to the extent consented to by the Required Lenders in their reasonable discretion (which may be evidenced by a Direction of the Required Lenders); provided that in the case of clauses (xxi) to (xxiii), such circumstance, condition or event is continuing for, or not withdrawn within, a period of [two days]:

(xviii) other than a motion in support of the DIP Orders, the bringing of any motion, or the filing of any plan of reorganization or disclosure statement attendant thereto, by any of the Loan Parties or any Subsidiary of a Loan Party in the Chapter 11 Cases (or the entry of an order of the Bankruptcy Court granting a motion) seeking: (A) to obtain additional financing under Section 364(c) or Section 364(d) of the Bankruptcy Code not otherwise permitted pursuant to this Agreement; (B) to grant any Lien other than Liens permitted under Section 7.01; or (C) except as provided in the DIP Orders or the First Day Pleadings, to use cash collateral of the Administrative Agent and the other Secured Parties or the Prepetition SFA Lenders or the Prepetition 1L Noteholders or the Prepetition 2L Noteholders under Section 363(c) of the Bankruptcy Code;

(xix) other than in accordance with the RSA, (A) the filing of any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, by a Loan Party that does not propose to indefeasibly repay in full in cash the Obligations under this Agreement on or before the effective date of such plan or plans, (B) if any of the Loan Parties or their Subsidiaries shall seek, support or fail to contest in good faith the filing or confirmation of any such plan or entry of any such order that does not propose to indefeasibly repay in full in cash the Obligations under this Agreement on or before the effective date of such plan or plans, (C) the entry of any order terminating any Loan Party's exclusive right to file a plan of reorganization, or (D) the expiration of any Loan Party's exclusive right to file a plan of reorganization;

(xx) without the prior written consent (not to be unreasonably withheld) of the Required Lenders, enter into any proposed settlement of any Claim, litigation, dispute, cause of action, or other proceeding, in each case, against the Debtors, which requires a payment by the Debtors of an amount greater than $1,000,000;

(xxi) the entry of an order in any of the Chapter 11 Cases confirming a plan of reorganization that is not either (A) in accordance with the RSA or (B) otherwise acceptable to the Required Lenders in their reasonable discretion, other than to the extent that such plan of reorganization provides for the termination of the Commitments and indefeasible repayment in full in cash of all of the Obligations under this Agreement on or before the effective date of such plan or plans;

(xxii) (A) the entry of an order amending, supplementing, staying, vacating or otherwise modifying the Loan Documents or the DIP Orders (including any order in respect of the Milestones specified herein), (B) the filing by a Loan Party of a motion for reconsideration with respect to the DIP Orders, or (C) any Loan Party or any Subsidiary shall fail to comply with Section 6.22 or the DIP Orders;

(xxiii) the appointment of an interim or permanent trustee or the appointment of an examiner under section 1104(b) of the Bankruptcy Code in the Chapter 11 Cases with expanded powers to operate or manage the financial affairs, the business, or reorganization of the Loan Parties, and the order appointing such trustee or examiner shall not be reversed or vacated within five business days after the entry thereof unless consented to by the Required Lenders; provided, however, that the appointment of a fee examiner shall not be considered an Event of Default under this clause;

(xxiv) (A) the dismissal or conversion of any Chapter 11 Case or (B) any Loan Party or any Subsidiary of a Loan Party shall file a motion or other pleading seeking the dismissal of the Chapter 11 Cases under Section 1112 of the Bankruptcy Code or otherwise;

(xxv) any Loan Party or any Subsidiary of a Loan Party shall file a motion (without consent of the Required Lenders) seeking, or the Court shall enter an order granting, relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code to allow any creditor (other than the Administrative Agent or a creditor enjoying a Permitted Lien (as defined in the DIP Orders)) to execute upon or enforce a Lien on any Collateral;

(xxvi) the entry of an order in the Chapter 11 Cases (A) avoiding or requiring the disgorgement of any portion of the payments made on account of the Obligations owing under this Agreement, the other Loan Documents, the DIP Orders or (B) avoiding or declaring the RSA ineffective;

(xxvii) other than in respect of this Agreement and the other Loan Documents, or as otherwise permitted under the applicable Loan Documents, the DIP Orders, or the orders approving any of the First Day Pleadings, (A) the existence of any claims or charges, or the entry of any order of the Court authorizing any claims or charges entitled to superpriority administrative expense claim status in any Chapter 11 Case pursuant to Section 364(c)(1) or clause (b) of Section 507 of the Bankruptcy Code of the Bankruptcy Code *pari passu* with or senior to the claims of the Administrative Agent and the Secured Parties under this Agreement and the other Loan Documents or (B) there shall arise or be granted by the Bankruptcy Court any Lien on the Collateral having a priority senior to or *pari passu* with the Liens and security interests granted by the Loan Documents;

(xxviii) the DIP Orders shall cease to be in full force and effect or shall have been reversed, modified, amended, stayed, vacated, or subject to stay pending appeal (other than through the entry of the Final Order), in each case so as to cause the DIP Orders to cease to create a valid and perfected Lien on the Collateral (without further action other than the entry and terms of the DIP Orders) to the extent the DIP Orders do so on the Closing Date;

(xxix) an order in the Chapter 11 Cases shall be entered (i) charging any of, or authorizing the recovery of any amount from, the Collateral under Section 506(c) of the Bankruptcy Code, or (ii) prohibiting or limiting the extension under Section 552(b) of the Bankruptcy Code of the Liens of the Prepetition SFA Agent or the Prepetition 1L Notes Trustee on the Collateral to any proceeds, products, offspring, or profits of the Collateral acquired by any Loan Party after the Petition Date;

(xxx) an order of the Court shall be entered denying or terminating use of cash collateral by the Loan Parties authorized by the DIP Orders (and such order remains unstayed for more than five Business Days);

(xxxi) if the Final Order does not include a waiver, in form and substance reasonably satisfactory to the Required Lenders, of (i) the right to surcharge, or recover any amount from, the Collateral under Section 506(c) of the Bankruptcy Code and (ii) any ability to limit the extension under Section 552(b) of the Bankruptcy Code of the Liens of the Prepetition SFA Agents or the Prepetition 1L Notes Trustee on the Collateral to any proceeds, products, offspring, or profits of the Collateral acquired by any Loan Party after the Petition Date;

(xxxii) (A) any Loan Party shall challenge (or support or encourage a challenge of) the validity, enforceability, perfection or priority (as applicable) of (1) any of the Prepetition SFA Loan Documents or the Prepetition 1L Note Documents, (2) any of the Liens created pursuant to the foregoing, (3) any of the obligations thereunder or (4) any payments made (I) to any Secured Party with respect to the Obligations, (II) to any Prepetition SFA Secured Party with respect to the obligations under the Prepetition SFA Loan Documents or (III) to any Prepetition 1L Note Secured Party with respect to the obligations under the Prepetition 1L Note Documents or (B) the filing of any motion by the Loan Parties or any of their Subsidiaries seeking approval of (or the entry of an order by the Court approving) adequate protection to any pre-petition creditor in respect of junior Liens on the Collateral that is inconsistent with the DIP Orders;

(xxxiii) any Loan Party or any Subsidiary thereof files any motion or other request with the Court seeking to modify or affect any of the rights of the Administrative Agent or the Lenders under the DIP Orders or the Loan Documents;

(xxxiv) (A) any Loan Party or any Subsidiary thereof takes any action in support of any matter prohibited by this Section 8.01(m) or (B) any other Person files a motion before the Bankruptcy Court seeking the entry of order in violation of this Section 8.01(m) and such motion is not contested in good faith by the Loan Parties;

(xxxv) the filing of a motion or the taking of any action in the Chapter 11 Cases by any Loan Party seeking the entry of an order by the Bankruptcy Court precluding the Administrative Agent, the Prepetition SFA Agents or the Prepetition 1L Notes Trustee from having the right to, or being permitted to, or precluding any holder of Prepetition SFA Claims or Prepetition 1L Note Claims from directing or instructing any of the foregoing parties to exercise the right to, "credit bid" in respect of applicable collateral;

(xxxvi) the entry of a judgment or order by the Bankruptcy Court (i) sustaining any defense, objection or challenge to the validity, security, perfection, priority, extent or enforceability of the DIP Documents, the DIP Liens, the Obligations, the Prepetition Credit Documents, the Prepetition Liens or the Prepetition Secured Obligations (each as defined in the Interim Order), (ii) invalidating, disallowing avoiding, subordinating, recharacterizing, limiting or otherwise impairing any of the Obligations, DIP Superpriority Claims, DIP Liens, the Prepetition Secured Obligations or the Prepetition Liens (each as defined in the Interim Order); any Debtor shall deny in writing that such Debtor has liability or obligation under this Agreement for the Obligations; provided that the foregoing shall not apply to a motion to lift the automatic stay under section 362 of the Bankruptcy Code or a motion seeking derivative standing;

(xxxvii) Any party obtains standing to pursue a Challenge;

(xxxviii) any Debtor denies in writing that such Debtor has liability or obligation under this Agreement for the Obligations or seek to recover any monetary damages from any Secured Party, Prepetition SFA Secured Party or Prepetition 1L Note Secured Party in their capacity as such;

(xxxix) the Bankruptcy Court grants relief under any motion or other pleading filed by any Debtor that results in the occurrence of an Event of Default; or

(xl) (i) a Termination Event described in Section 13 (other than any breach by the Consenting First Lien Secured Creditors or Consenting Bridge Secured Lenders, each as defined therein) of the RSA occurs (ii) an event of default or default by any of the Loan Parties shall have occurred under the RSA or (iii) the RSA ceases to be in full force and effect.

(i) Notwithstanding the Chapter 11 Cases, if an involuntary proceeding is commenced or an involuntary petition is filed, seeking liquidation, reorganization, administration, concurso de acreedores (voluntario o necesario), including, without limitation, any solicitud de inicio de procedimiento de concurso and auto de declaración de concurso, solicitud de declaración de concurso mercantil, sentencia de declaración de concurso mercantil, or other relief in respect of a Spanish Loan Party, or all or a substantial part of its assets, under any bankruptcy, insolvency, receivership or similar proceeding now or hereafter, including the Spanish Insolvency Law or with respect to a Spanish Loan Party, such Spanish Loan Party applies for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidador, administrator, administrador judicial, compulsory manager or similar official for any Loan Party or for a substantial part of its assets, (ii) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (iii) make a general assignment for the benefit of creditors, (iv) take any action for the purpose of effecting any of the foregoing, (v) file a notice pursuant to Articles 585 et seq. of the Spanish Insolvency Law, or (vi) enter into the negotiations and procedures foreseen in Articles 614 et seq. and Articles 635 et seq. of the Spanish Insolvency Law (including any plan de reestructuración).

(n) The Restructuring Expert permanently ceases to work on the Restructuring Opinion, unless he or she has been replaced by another Restructuring Expert satisfactory to the Required Lenders within a five-Business-Day grace period after the Restructuring Expert's cessation of work; or

(o) Loan Party informs the Administrative Agent or the Lender's Advisors that (i) any German Entity is not capable of being restructured, or (ii) any German Entity is no longer expected to be fully financed (*durchfinanziert*) throughout period until the Maturity Date.

Section 8.02. Remedies Upon Event of Default.

If any Event of Default occurs and is continuing, the Administrative Agent shall at the Direction of the Required Lenders, take any or all of the following actions:

(a) 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 applicable Borrower (to the extent permitted by applicable law);

(b) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable Law.

Notwithstanding anything to the contrary contained herein, any "Event of Default" under this Agreement shall not constitute an Event of Default until the Loan Parties do not cure such Event of Default within the time period (if any) specified in the applicable clauses of this Agreement after receipt of any required notice provided for therein solely to the extent such clauses of this Agreement provide for such cure periods.

Notwithstanding anything to the contrary contained herein and subject in all respects to the DIP Orders, including the requirement of the Administrative Agent to serve an Enforcement Notice, and subject to the Notice Period described herein (each as defined in the DIP Orders), upon the occurrence and during the continuation of an Event of Default, upon not less than five Business Day's written notice (such period, the "**Notice Period**" and such notice, the "**Enforcement Notice**") in accordance with terms of the DIP Orders, the Administrative Agent, acting at the request of the Required Lenders, shall have the right to, subject in each case to the Carve Out, exercise any rights and remedies against the Collateral available to them under the DIP Orders. The automatic stay pursuant to Bankruptcy Code section 362 shall be automatically modified with respect to the Administrative Agent and Lenders at the end of the Notice Period, without further notice or order of the Court, unless the Court has determined that an Event of Default has not occurred and/or is not continuing.

Upon delivery of an Enforcement Notice, the Administrative Agent and Lenders consent to a hearing on an expedited basis to consider (A) whether an Event of Default has occurred and (B) any appropriate relief (including, without limitation, the Debtors' non-consensual use of Cash Collateral); provided that if a request for such hearing is made prior to the end of the Notice Period, then the Notice Period shall be continued until the Court hears and rules with respect thereto. During the Notice Period, notwithstanding anything to the contrary set forth in Section 8.02, (A) the Administrative Agent and Lenders may not exercise any default rights or remedies to satisfy the Obligations, including any default rights and remedies against the Collateral or any of the default rights set forth in Section 8.02, and (B) the Debtors shall continue to have the right to use the proceeds of the DIP Facility (the "**DIP Proceeds**") and the Cash Collateral solely to fund the Carve Out and expenses critically necessary to preserve the value of the Debtors' business and the Collateral, which expenses shall be incurred in accordance with the terms of the DIP Orders and the Approved DIP Budget. At the end of the Notice Period, unless the Court has entered an order to the contrary or otherwise fashioned an appropriate remedy, unless otherwise provided herein or in the DIP Orders, the Debtors' right to use the DIP Proceeds and the Cash Collateral shall immediately cease, unless otherwise provided herein, and the Administrative Agent and Lenders shall have the rights set forth in the paragraph immediately above, without the necessity of seeking relief from the automatic stay.

Section 8.03. Application of Funds.

After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), any amounts received on account of the Secured Obligations shall be applied by the Administrative Agent in the following order (to the fullest extent permitted by mandatory provisions of applicable Law):

First, in accordance with the lien priorities set forth in the DIP Orders;

Second, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including Attorney Costs payable under Section 10.04 and amounts payable under Article III) payable to the Administrative Agent in its capacity as such hereunder;

Third, to payment of that portion of the Secured Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders hereunder (including

Attorney Costs payable under Section 10.04 and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest on the Loans, ratably among the Secured Parties in proportion to the respective amounts described in this clause Fourth payable to them;

Fifth, to payment of that portion of the Secured Obligations constituting unpaid principal of the Loans, ratably among the Secured Parties in proportion to the respective amounts described in this clause Fifth held by them;

Sixth, to the payment of all other Secured Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Secured Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Secured Obligations then earned, due and payable have been paid in full, to the Borrowers or as otherwise required by Law.

Notwithstanding anything in this Article VIII to the foregoing, with respect to any Event of Default which may arise from any default of Section 6.21, such Event of Default shall be deemed "to continue," be "continuing," "exist," or be "in existence" (and similar words and phrases) at all times during the period commencing on the date that such Event of Default occurs until the date on which such Event of Default is waived in writing with the consent of the Required Lenders or the Administrative Agent (acting at the Direction of the Required Lenders) pursuant to Section 10.01 of this Agreement (for the avoidance of doubt, even if the occurrence of the event that triggered or resulted in any such Event of Default has been cured, remedied or is otherwise no longer in existence).

## ARTICLE IX.
## ADMINISTRATIVE AGENT AND OTHER AGENTS

Section 9.01. Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints WSFS 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 or related thereto expressly including (i) appearing before Spanish notaries to grant or execute any Spanish Public Document or private document related to this mandate and, specifically, those deemed necessary or appropriate according to the mandate received (including, but not limited to, amendments, novation or ratifications of the Loan Documents, appear before a Spanish notary public and raise into the status of a Spanish Public Document such documents and to sign any Spanish Public Document as it deems fit; (ii) appearing before Spanish notaries and accepting, executing, amending, assigning, releasing, extending or ratifying any type of guarantee (*garantía personal*) or in-rem security (*garantía real*), whether personal or real, granted in favor of the Finance Parties (whether in its own capacity or as Agent of other parties) over any and all shares, rights, receivables, goods, real estate assets and chattels, fixing their price for the purposes of an auction and the address for serving of notices and submitting to the jurisdiction of law courts by waiving its own forum, and release such guarantees or security, all of the foregoing under the terms and conditions which the attorney may freely agree, signing the Spanish Public Documents that the attorney may deem fit; (iii) appearing before Spanish notaries and accepting any irrevocable powers of attorney granted by the security providers in relation to any Collateral Documents governed by Spanish law, as well

as any, amendment, restatement, extension, ratification, release or revocation thereto; (iv) ratifying, if necessary or convenient any such Spanish Public Documents executed by an orally appointed representative in the name or on behalf of the Finance Parties; (v) executing and/or entering into any and all deeds, documents and acts, required in connection with the execution of any Collateral Documents governed by Spanish law, and/or the execution of any further notarial deed of amendment (*escritura pública de rectificación o subsanación*) that may be required for the purpose or in connection with the faculties granted in this section; (vi) carrying out, executing, effecting and performing all the actions that may be necessary or convenient for the purposes of complying with the purpose of this Agreement, including, but not limited to the granting of any public, and or, private document and or any action required for the purposes of enforcing in Spain any Collateral Documents; and (vi) requesting and obtaining the copy issued for enforcement purposes (*copia con fuerza ejecutiva*) of this Agreement, a Loan Document and any Spanish Collateral Documents; and all the above with express faculties of self-contracting (*subcontratación*), sub-empowering (*subdelegación*) or multiple representation (*multirepresentación*).

The provisions of this Article IX (other than Section 9.01, 9.06 (solely with respect to the removal and consent rights of the Borrower set forth therein), 9.09 and 9.10) are solely for the benefit of the Administrative Agent and the Lenders, and no Loan Party has rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the 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 as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents with the exception of the Spanish Collateral Documents which shall be granted by the Loan Parties (as appropriate) to the benefit of each one of the Lenders, and each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.05 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 Administrative Agent, shall be entitled to the benefits of all provisions of this Article IX and Article X (including the second paragraph of Section 10.05), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize the Administrative Agent to (i) execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the Collateral Documents and acknowledge and agree that any such action by the Administrative Agent shall bind the Lenders and (ii) negotiate, enforce or settle any claim, action or proceeding affecting the Lenders in their capacity as such, at the Direction of the Required Lenders, which negotiation, enforcement or settlement will be binding upon each Lender. For the purposes of the Collateral Documents governed by Belgian law, each Lender (i) appoints the Administrative Agent as its representative (*vertegenwoordiger/représentant*) in accordance with (x) Article 5 of the Belgian Act of 15 December 2004 on financial collateral arrangements and several tax dispositions in relation to security collateral arrangements and loans of financial instruments; and (y) Article 3 of Book III, Title XVII of the Belgian Civil Code, which appointment is hereby accepted; and agrees that the Administrative Agent shall not be severally and jointly liable with the Secured Parties. For the purposes of any Foreign Security Document governed by Spanish la , (i) each of the Lenders hereby; (a) appoints the Administrative Agent to be its *mandatario* (empowered representative) for the purpose of executing any Foreign Security

Document governed by Spanish law in the name and on behalf of the Lenders, with the power to determine and agree any term and condition of such Foreign Security Documents governed by Spanish law, execute any other agreement or instrument, give or receive any notice and take any other action in relation to the creation, perfection, maintenance, enforcement and release of the security created there under in the name and on behalf of the Lenders; and (b) undertakes to ratify and approve any such action taken in the name and on behalf of the Lenders by the Administrative Agent acting in such capacity; (ii) for the above purposes, each of the Lenders shall, if so requested by the Administrative Agent: (a) grant a power of attorney in favor of the Administrative Agent entitling it to grant, perfect, register, novate, enforce and/or cancel the relevant Foreign Security Documents governed by Spanish law; and (b) notarise this power of attorney before a notary public in their jurisdiction of incorporation (if the process of notarisation exists within that relevant jurisdiction, if not, to carry out the proper legalisation process in order for such power of attorney to be valid in Spain), and all the above with express faculties of self-contracting (*subcontratación*), sub-empowering (*subdelegación*) or multiple representation (*multirepresentación*); and (iii) to the extent any Lender is unable to grant such powers referred to above or in any other provision of this Agreement to the Administrative Agent, or to the extent required or customary under a relevant jurisdiction, each such Lender irrevocably undertakes before the Administrative Agent and the other Lenders, to appear and execute with the Administrative Agent to enable the Administrative Agent to exercise any right, power, authority or discretion vested in it as Administrative Agent pursuant to this agreement and to execute any document or instrument including any Spanish Public Document.

Notwithstanding the above, the Foreign Security Documents governed by Spanish law may be granted directly in favor of all Finance Parties and not in favor of the Administrative Agent as trustee, should this be the case all references to the Administrative Agent in this Agreement will still apply mutatis mutandis but taking into account that the Administrative Agent will not act as trustee of the Finance Parties but on their behalf pursuant to the relevant power of attorney.

In relation to the Foreign Security Documents governed by Spanish law, the Administrative Agent shall accept, hold, administer and (subject to the same having become enforceable and to the terms of this Agreement) realize any Foreign Security Documents governed by Spanish law granted, transferred or assigned to the Finance Parties or to the Administrative Agent in its own name as security agent and, as their attorney, in the name and on behalf (or on behalf and for the account of all the Finance Parties, as the case may be) of all the Finance Parties.

Additionally, upon enforcement in Spain of any Foreign Security Documents governed by Spanish law, the Finance Parties undertake to:

(a) grant a power of attorney in favor of the Administrative Agent for any action to be carried out in Spain under the instructions received in accordance with this Agreement or, in case any Finance Party is unable to authorize the Administrative Agent to carry out, execute, effect or perform any exercise of their rights, powers, authorities under the Loan Documents on its behalf, to join the Administrative Agent, if applicable, in any action instructed by the Required Supermajority Lenders, in accordance with this Agreement;

(b) abide by any act, or refrain from acting, in accordance with, any decision of the Required Supermajority Lenders, as applicable, made in accordance with this Agreement; and

(c) take any action or appear in any proceeding in Spain, as may be required by the Administrative Agent, to enforce the Foreign Security Documents governed by Spanish law and, to such effect, follow the instructions received from the Required Supermajority Lenders.

Any Finance Party that cannot appoint the Administrative Agent on any of the terms set out in this Agreement shall notify the Administrative Agent accordingly and, without prejudice to foregoing paragraphs, shall either itself or through its nominee appear and act together with the Administrative Agent to the extent specified by the Administrative Agent as being necessary for the exercise of the rights, powers, authorities and discretions granted to the Administrative Agent by Finance Parties under or in connection with this Agreement.

Without prejudice to the above, the Administrative Agent may request the Finance Parties to enter into and/or to enforce the rights of each Finance Document jointly with the Administrative Agent.

Each Finance Party hereby undertakes to the Administrative Agent that, promptly upon request, such Finance Party will ratify and confirm all transactions entered into and other actions by the Administrative Agent (or any of its substitutes or delegates) in the proper exercise of the power granted to it hereunder.

(c) Each Lender acknowledges the terms of the Collateral Documents and, in particular, the terms, basis and limitation on which the Administrative Agent holds the Collateral and specifically agrees and accepts (i) such terms, basis and limitation; (ii) that the Administrative Agent shall only have those duties, obligations and responsibilities expressly specified in this Agreement and the relevant Collateral Documents; and (iii) the limitation and exclusion of the collateral agent's liability as set out therein.

(d) Each of the Lenders hereby releases the Administrative Agent from the restrictions pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) BGB and any similar restrictions applicable to it pursuant to any other applicable law, in each case, to the extent legally possible to such Lender. A Lender which is barred by its constitutional documents or by-laws from granting such exemption shall notify the Administrative Agent accordingly and, upon request of the Administrative Agent, either act in accordance with the terms of this Agreement and/or any other Loan Document as required pursuant to this Agreement and/or such other Loan Document or grant a special power of attorney to a party acting on its behalf, in a manner that is not prohibited pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) and/or any other applicable laws.

Section 9.02. Rights as a Lender.

The Person serving as the Administrative Agent, to the extent such Person is a Lender, 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, own securities of, 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, and notwithstanding anything herein or in the other Loan Documents to the contrary, 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 Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents, or as the Administrative Agent shall believe in good faith to be necessary); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may (i) expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law or (ii) be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(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 Affiliates in any capacity;

(d) shall not be liable for any action taken or not taken by it (i) with the consent or at the request 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 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default, and clearly labeled as a notice of Default or Event of Default, unless and until written notice describing such Default or Event of Default is given to the Administrative Agent by the Borrower or a Lender; and

(e) 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, existence, collectability enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral 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.

Each Lender will be responsible for carrying out any Spanish formalities required under Spanish law pursuant to the terms of this Agreement or any Foreign Security Document governed by Spanish law.

For purposes of clarity, and without limiting any rights, protections, immunities or indemnities afforded to Administrative Agent hereunder (including without limitation this Article IX and Article X), phrases such as "satisfactory to the Administrative Agent," "approved by the Administrative Agent," "acceptable to the Administrative Agent," "as determined by the Administrative Agent," "in the Administrative Agent's discretion," "selected by the Administrative Agent," "elected by the Administrative Agent," "requested by the Administrative Agent," and phrases of similar import that authorize and permit either the Administrative Agent to approve, disapprove, determine, act or decline to act in its discretion shall be subject to the Administrative Agent receiving written direction from the Required Lenders (or such other number or percentage of the Lenders as expressly required hereunder or under the other Loan Documents) to take such action or to exercise such rights.

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, 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.

Section 9.05. Delegation of Duties.

The Administrative 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. The Administrative 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. The exculpatory provisions of this Article IX shall apply to any such sub-agent and to the Related Parties of the Administrative Agent 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. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

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 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, (or such earlier day as shall be agreed by the Required Lenders) (the "**Resignation Effective Date**"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above (including the consent of the Borrower); provided that in no event shall any such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

The Required Lenders may, to the extent permitted by applicable Law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by the Required Lenders) (the "**Removal Effective Date**"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed 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 (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. 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 removed) Administrative Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed 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 or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article IX and Section 10.04 and Section 10.05 shall continue in effect for the benefit of such retiring or removed 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 (i) while the retiring or removed Administrative Agent was acting as Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including (a) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Lenders and (b) in respect of any actions taken in connection with transferring the agency to any successor 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 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.

Section 9.08. No Other Duties, Etc.

Anything herein to the contrary notwithstanding, the Administrative Agent shall not 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 or a Lender hereunder. The Administrative Agent has not rendered any advisory services of any nature or respect, or owes any fiduciary duty or similar duty to any Lender or its Affiliates in connection with any aspect of any transaction contemplated hereby or the process leading thereto.

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 Lender and the Administrative Agent (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 Section 2.09, Section 10.04 and Section 10.05) 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, if 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 Section 2.09, Section 10.04 and Section 10.05.

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 Secured Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender or in any such proceeding.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the Direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Secured Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar Laws in any other jurisdictions to which a Loan Party is subject, (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable Law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 10.01 of this Agreement, (iii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account

of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action and (iv) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Section 9.10. Collateral and Guaranty Matters.

Each Lender hereby agrees, and each holder of any Note by the acceptance thereof will be deemed to agree, that, except as otherwise set forth herein, any action taken by the Required Lenders (or such other applicable percentage of Lenders otherwise required by this Agreement or any other Loan Document) in accordance with the provisions of this Agreement or the Collateral Documents, and the exercise by the Required Lenders (or such other applicable percentage of Lenders otherwise required by this Agreement or any other Loan Document) of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders. The Administrative Agent is hereby authorized on behalf of all of the Lenders, without the necessity of any notice to or further consent from any Lender, from time to time prior to the occurrence and continuance of an Event of Default, to take any action with respect to any Collateral or Collateral Documents which may be necessary to create, perfect and maintain perfected security interests in and liens upon the Collateral granted pursuant to the Collateral Documents. Without limiting the provisions of Section 9.09 and Section 10.01, the Lenders irrevocably authorize the Administrative Agent (acting at the Direction of the Required Lenders or the direction of such other applicable percentage of Lenders otherwise required by this Agreement or any other Loan Document):

(a) to enter into and sign for and on behalf of the Lenders as Secured Parties the Collateral Documents (including any subordination or intercreditor agreements with respect to Indebtedness to the extent the Administrative Agent is otherwise contemplated herein as being a party to such intercreditor or subordination agreement) for the benefit of the Lenders and the other Secured Parties;

(b) to automatically release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent obligations), (ii) at the time the property subject to such Lien is Disposed or to be Disposed as part of or in connection with any Disposition permitted hereunder and each other Loan Document, (iii) subject to Section 10.01, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other applicable percentage of Lenders otherwise required by this Agreement or any other Loan Document), (iv) [reserved] or (v) if the property subject to such Lien constitutes Excluded Assets;

(c) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document;

(d) [reserved]; and

(e) to execute and deliver any intercreditor agreement in connection with any Indebtedness permitted to be incurred hereunder.

Upon request by the Administrative Agent at any time, the Required Lenders (or such other applicable percentage of Lenders otherwise required by this Agreement or any other Loan Document) will

confirm in writing the Administrative 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 9.10. In each case as specified in this Section 9.10, the Administrative Agent will (and each Lender irrevocably authorizes the Administrative Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to evidence the release of such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, the payment of taxes with respect to any of the Collateral, providing, maintaining, monitoring or preserving insurance on (including any flood insurance policies or for determining whether any flood insurance policies are or should be obtained in respect of the Collateral), nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Without limiting the foregoing, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms thereof. In the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or other disposition (including any sale or disposition conducted under a plan of reorganization), any Secured Party may be the purchaser of any or all of such Collateral at any such sale or other disposition, and the Administrative Agent, as agent for and representative of the Secured Parties (but not any Lender in its individual capacity) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Administrative Agent on behalf of the Secured Parties at such sale or other disposition. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guaranty provided under the Loan Documents, to have agreed to the foregoing provisions. The provisions of this paragraph are for the sole benefit of the Secured Parties and shall not afford any right to, or constitute a defense available to, any Loan Party.

Section 9.11. [Reserved].

Section 9.12. Withholding Tax Indemnity.

To the extent required by any applicable Laws, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective or if any payment has been made by the Administrative Agent to any Lender without applicable withholding tax being deducted from such payment), such Lender shall, within ten (10) days after written demand therefor, indemnify and hold harmless the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by the Borrower pursuant to Section 3.01 and 3.04 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 Taxes or otherwise, together with all expenses incurred, including legal expenses and any other 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 the Administrative Agent under this Section 9.12. The agreements in this Section 9.12 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other Obligations.

Section 9.13. Non-U.S. Administrative Agent Tax Matters.

Any successor or supplemental Administrative Agent that is not a United States person under Section 7701(a)(30) of the Code, shall deliver, on or prior to the date that it becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower), to the Borrower (i) two duly completed originals of Internal Revenue Service Form W-8IMY (or successor form) certifying that it is a "U.S. branch" and that the payments it receives for the account of others are not effectively connected with the conduct of a trade or business in the United States and that it is using such form as evidence of its agreement with the Borrower to be treated as a United States person with respect to such payments (and the Borrower and the Administrative Agent agree to so treat the Administrative Agent as a United States person with respect to such payments as contemplated by, and in accordance with, Treasury Regulation Section 1.1441-1(b)(2)(iv) and Section 1.1441-1(e)(3)(v)), or (ii) other evidence reasonably satisfactory to the Borrower sufficient to establish for U.S. federal income tax purposes that the Administrative Agent assumes primary withholding responsibility with respect to the payments it receives for the account of others under this Agreement.

Section 9.14. Certain 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 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:

(xli) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(xlii) the 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 with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(xliii) (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 (q) 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

(xliv) 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, 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 not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of 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 9.15. Erroneous Payments.

(a) If the Administrative Agent notifies a Lender, or any Person who has received funds on behalf of a Lender (any such Lender or other recipient, a "**Erroneous 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 Erroneous Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Erroneous Payment Recipient (whether or not known to such Lender or other Erroneous 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) (provided that, without limiting any other rights or remedies (whether at law or in equity), the Administrative Agent may not make any such demand under this clause (a)(i) with respect to an Erroneous Payment unless such demand is made within 90 days of the date of receipt of such Erroneous Payment by the applicable Erroneous Payment Recipient), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Erroneous Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender shall (or, with respect to any Erroneous Payment Recipient who received such funds on its behalf, shall cause such Erroneous Payment Recipient to) promptly, but in no event later than two (2) 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 such second Business Day until the date such amount is repaid to the Administrative Agent in same day funds at the greater of the NYFRB 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 Erroneous Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender, or any Person who has received funds on behalf of such Lender, 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 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 shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one (1) 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 9.15(b).

(c) Each Lender hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender 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) In the event that an Erroneous Payment (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 clause (a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Erroneous Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Administrative Agent's notice to such Lender at any time, (i) such Lender shall be deemed to have assigned its Loans (but not its Commitments) of the relevant tranche with respect to which such Erroneous Payment was made (the "**Erroneous Payment Impacted Class**") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "**Erroneous Payment 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 Borrower) deemed to execute and deliver an Assignment and Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to a Platform as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any promissory 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 Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment 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 and (iv) the Administrative Agent may reflect in the Register its

ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment in accordance with Section 10.07 and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender 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 (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender 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 an Erroneous Payment 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 under the Loan Documents with respect to each Erroneous Payment Return Deficiency (the "**Erroneous Payment Subrogation Rights**").

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any 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 or on behalf of the Borrower or any other Loan Party for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Erroneous 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.

(g) Each party's obligations, agreements and waivers under this Section 9.15 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, and the termination of the Commitments.

Notwithstanding anything to the contrary in this Section 9.15, this Section 9.15 shall not create any obligations or liabilities or alter or change any obligations, liabilities or responsibilities of any Loan Party under any other provision of this Agreement or the Loan Documents.

Section 9.16. Collateral Agent in Relation to French Security Documents.

(a) Each Secured Party (other than the Administrative Agent):

(i) irrevocably and unconditionally appoints the Administrative Agent to act as security agent (*agent des sûretés*) pursuant to articles 2488-6 and following of the French *Code civil* for the purpose of taking, registering, managing and enforcing any French Security Documents in the name of the Administrative Agent for the benefit of such Secured Party;

(ii) irrevocably authorises, empowers and directs the Administrative Agent (by itself or by such person(s) as it may nominate) to perform the duties and to exercise the rights, powers, prerogatives and discretions that are specifically granted to it under or in connection with the French Security Documents, to take any action and exercise any right, power, prerogative and discretion upon the terms and conditions set out in this Agreement or under or in connection with the French Security Documents and more generally to take any action to protect the rights of the Secured

Parties under or in connection with any French Security Documents, in each case together with any other right, power, prerogative and discretion which are incidental thereto; and

(iii) confirms that the appointment of the Administrative Agent pursuant to this Section 9.16 shall remain in full force and effect until the termination of the Commitments and the full and final discharge of all secured liabilities.

(b) The Administrative Agent:

(i) accepts its appointment as "*agent des sûretés*" pursuant to this Section 9.16; and

(ii) acknowledges that it shall act in its name for the benefit of (*au profit de*) the Secured Parties for the purposes of the French Security Documents, in each case in accordance with articles 2488-6 and following of the French *Code civil* and the provisions of this Agreement and accordingly any action taken by the Administrative Agent in connection with or for the purposes of the French Security Documents in accordance with this Agreement and the relevant French Security Documents shall be deemed to be taken by the Administrative Agent acting as "*agent des sûretés*" in its own name and for the benefit of the Secured Parties.

(c) *Soulte*

(i) Each other Secured Party acknowledges that (i) the Administrative Agent (acting in such capacity) shall not be liable on its own estate (*patrimoine propre*) for the payment of any *Soulte* that would be payable to a French Guarantor as a result of the enforcement of any French Lien and (ii) the payment of any sums in respect of a *Soulte* (if any) shall be borne by each other Secured Party in accordance with this Agreement. After any such enforcement, the Administrative Agent shall promptly notify each relevant Secured Party of the portion of the Soulte which is attributable to that Secured Party (the **Soulte Portion**) and the name of each French Guarantor (as the case may be) which is entitled to receive the Soulte.

(ii) Each other Secured Party and each French Guarantor acknowledges that (A) the Administrative Agent (acting in such capacity) shall not be liable on its own estate (*patrimoine propre*) for the payment of any Soulte that would be payable to a French Loan Party as a result of the enforcement of French Liens created pursuant to a French Security Document and (B) the payment of any sums in respect of a Soulte (if any) shall be borne by each other Secured Party in accordance with this Agreement. Each French Guarantor irrevocably and unconditionally:

(A) releases the Administrative Agent from any liability to pay any Soulte to that French Guarantor (as the case may be) in respect of the relevant French Lien created pursuant to a French Security Document; and

(B) waives any right it may have to claim payment of any Soulte from the Administrative Agent and agrees not to make any such claim.

(iii) Each relevant Secured Party shall pay to the Administrative Agent its Soulte Portion for payment to the relevant French Guarantor promptly following any request by the Administrative Agent.

(iv) Failure by a Secured Party to pay its Soulte Portion under this Section 9.16 does not affect the obligations of any other Secured Party to pay its Soulte Portion under this Section 9.16.

(v) No Secured Party is responsible for the obligations of any other Secured Party under this Section 9.16.

(d) Any change of Administrative Agent appointed pursuant to this Section 9.16 shall be made in accordance with this Agreement or article 2488-11 of the French *Code civil* (*remplacement judiciaire*).

(e) If under the terms of this Agreement, the Administrative Agent is authorized to execute releases of any Collateral Documents, for the purposes of French Security Documents, the Administrative Agent is authorised to sign on behalf of itself and the Secured Parties.

With respect to any French Security Document, any reference in this Agreement to the Administrative Agent acting as agent or trustee shall be deemed to include a reference to the Administrative Agent acting as *agent des sûretés* as referred to in this Section 9.16.

Section 9.17. Parallel Debt

(a) For the purpose of this Section 9.17, "Principal Obligations" means each Loan Party's payment obligations to one or more Secured Parties under or in connection with the Loan Documents (but, for the avoidance of doubt, excluding each Parallel Debt).

(b) Subject to any applicable Guarantee Limitation, each Loan Party (other than a Loan Party incorporated under the Laws of Spain) irrevocably and unconditionally undertakes to pay to the Administrative Agent amounts equal to its Principal Obligations as they may exist from time to time (each a "Parallel Debt").

(c) Each Parallel Debt of a Loan Party shall be decreased to the extent that the corresponding Principal Obligation has been irrevocably and unconditionally paid or discharged, and each Principal Obligation of a Loan Party shall be decreased to the extent that the corresponding Parallel Debt has been irrevocably and unconditionally paid or discharged, in each case provided that the Parallel Debts of a Loan Party shall never exceed its Principal Obligations.

(d) Each Parallel Debt will become due and payable at the same time as the corresponding Principal Obligation becomes due and payable and in the same currency as the corresponding Principal Obligation.

(e) The rights of the Administrative Agent under each Parallel Debt are its own claims to receive payment from the relevant Loan Party, several and independent from any right that any Secured Party may have under the Loan Documents.

(f) For the purpose of this Section 9.17, the Administrative Agent acts in its own name and not as agent, trustee or representative of the Secured Parties. The Administrative Agent shall hold any claim resulting from any Parallel Debt and any Lien granted to secure any claim resulting from any Parallel Debt in its own name as creditor of the Parallel Debts and not on trust or otherwise as agent, trustee or representative of the Secured Parties.

Section 9.18. Spanish Public Document.

The Loan Parties undertake to raise the Agreement and each Spanish Collateral Documents to the status of a Spanish Public Document on Closing Date, as well as any amendment, restatement, modification or accession document thereto within 15 Business Days from their execution. Each Spanish Public Document will: (a) have the effects established under articles 517 et seq. of the Spanish Civil Procedural Law; (b) may, at the decision of the Administrative Agent or the Collateral Agent, include a translation into Spanish of this section (Spanish Public Document) and section below (*Executive proceedings*); and (c) if necessary, for the purposes of articles 571 et seq. of the Spanish Civil Procedural Law, include an authorization in favor of the Administrative Agent, the Collateral Agent and the Lenders, as applicable, to determine the amounts due and payable under this Agreement that may be claimable in any executive proceeding.

Section 9.19. Executive Proceedings.

(a) For the purpose of Article 571 et seq. of the Spanish Civil Procedural Law: (a) the amount due and payable under any Loan Document that may be claimed in any executive proceedings will be contained in a certificate supplied by the Administrative Agent or the Lenders and will be based on the accounts maintained in accordance with this section the Administrative Agent and the Lenders in connection with this Agreement; (b) the Parties expressly agree that such balance shall be considered as an acknowledgement of debt and may be claimed pursuant to the same provisions of such law; (c) the determination of the debt to be claimed though the executive proceeding shall be effected by the Administrative Agent (or the Lenders, as applicable) by means of the appropriate certificate evidencing the balance shown in the account or accounts maintained by the Administrative Agent (or the Lenders, as applicable) pursuant this section in respect of the relevant Spanish Loan Party; and (d) any of the Administrative Agent or the Lenders may (at the cost of the relevant Spanish Loan Party) have the certificate notarized.

(b) Any of the Administrative Agent, the Collateral Agent or the Lenders may start executive proceedings by presenting to any relevant Spanish court: (a) an original notarial copy of this Agreement or a Spanish Collateral Document; and (b) a notarial document (*acta notarial*) incorporating the certificate of that Party referred to in paragraph above, evidencing that the determination of the amounts due and payable by the relevant Spanish Loan Party have been calculated as agreed in this section (Spanish calculations – judicial enforcement) and that such amounts coincide with the balance shown in the account or accounts of the accounts maintained by the Administrative Agent, the Collateral Agent or the Lenders in connection with this Agreement or the relevant Spanish Collateral Document subject to Spanish law in respect of the relevant Spanish Loan Party.

(c) Spanish Calculations – Judicial Enforcement. In the event of enforcement of a Spanish Collateral Document against any Spanish Loan Party, the following rules shall apply:

(i) Administrative Agent's account:

The Administrative Agent will open in its books a special internal account in the name of the Debtors where the following entries will be made in relation to the Loans:

(A) DEBIT:

(1) The amounts utilized by the Borrowers as principal under the Loans.

(2) The amount of interest, fees and any other amounts payable by the Borrowers or any other Loan Party under the Loan Documents.

(B) CREDIT:

(1) Payments made by the Borrowers or any other Loan Party to the Lenders through the Administrative Agent for the settlement or repayment of any amounts payable under the Loan Documents.

(2) Pursuant to the foregoing, the due and payable liquid (*líquido*) balance owed by the Borrowers to each and every one of the Lenders under the Loan Documents will be settled and recorded at all times in the aforementioned internal accounts, as provided for in this Agreement.

(ii) Account of each of the Lenders:

In addition to the unified accounting referred to above, each Lender shall carry on its accounting books a special internal account in the name of the Borrowers where the following entries will be made in relation to the Loans:

(A) DEBIT:

(1) The amounts utilized by the Borrowers under the Loans corresponding to the participation of that Lender in the Loans.

(2) The amount of interest, fees and any other amounts payable by the Borrowers or any other Loan Party under the Loan Documents through the Administrative Agent corresponding to the participation of that Lender in the Loan Documents.

(B) CREDIT:

(1) Payments made by the Borrowers or any other Loan Party through the Administrative Agent corresponding to the participation of that Lender for the settlement or repayment of any amounts payable under the Loan Documents to that Lender.

(2) Pursuant to the foregoing, the due and payable liquid (*líquido*) balance owed by the Borrowers to each individual Lender under the Loan Documents will be settled and recorded at all times in the aforementioned internal accounts, as provided for in this Agreement.

The balances shown on the accounts referred to in paragraphs above, duly certified by the Administrative Agent and/or by the relevant Lender, shall be admissible as evidence in any enforcement proceedings in Spain and shall be considered as an acknowledgement of debt and may be claimed pursuant to the same provisions of such law.

## 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, and no consent to any departure by any Loan Party therefrom,

shall be effective unless in writing signed by the Required Lenders (other than with respect to any amendment or waiver contemplated in Sections 10.01(a) through (n) below, which shall only require the consent of the Lenders expressly set forth therein and not Required Lenders (unless specified therein)) (or by the Administrative Agent (acting at the Direction of the Required Lenders) and the applicable Loan Party, as the case may be (and with an executed copy thereof promptly delivered to the Administrative Agent if not otherwise a party thereto), and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that, no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender without the written consent of each Lender holding such Commitment (it being understood that a waiver of any condition precedent, the waiver of any obligation of the Borrower to pay interest at the Default Rate or the waiver of any Default, Event of Default, mandatory prepayment of the Loans or mandatory reduction of any Commitments shall not constitute such an extension or increase);

(b) except as otherwise expressly provided for hereunder, postpone any date scheduled for any payment of principal (including final maturity other than as set forth in clause (i) of the definition of "Maturity Date"), interest, premiums or fees under Section 2.05, Section 2.07, Section2.08 or Section 2.09, respectively, without the written consent of each Lender adversely affected thereby (it being understood that the waiver of (or amendment to the terms of) any obligation of the Borrower to pay interest at the Default Rate, any Default or Event of Default, any condition precedent, mandatory prepayment of the Loans shall not constitute such a postponement of any date scheduled for the payment of principal or interest;

(c) except as otherwise expressly provided for hereunder, reduce or forgive the principal of, or the rate of interest specified herein on, any Loan, or (subject to clause (iii) of the second proviso to this Section 10.01) any fees payable hereunder or under any other Loan Document (or extend the timing of payments of such fees) without the written consent of each Lender adversely affected thereby (it being understood that the waiver of (or amendment to the terms of) any obligation of the Borrower to pay interest at the Default Rate, any mandatory prepayment of the Loans or mandatory reduction of any Commitments or any Default or Event of Default shall not constitute such a reduction;

(d) change any provision of Section 1.01(a), Section 2.13, Section 8.03, the definition of "Pro Rata Share" or any other term or condition of this Agreement or any other Loan Document that would in any manner alter the pro rata sharing of payments or other amounts required thereby, without the written consent of each Lender;

(e) change any provision of (i) this Section 10.01 or (ii) the definition of "Required Lenders", the definition of "Required Super Majority Lenders" or any other provision specifying the number of Lenders or portion of the Loans or Commitments required to take any action under the Loan Documents to reduce the percentage set forth therein, without the written consent of each Lender (it being understood that, with the consent of the Required Lenders (if such consent is otherwise required), or the Administrative Agent (acting at the Direction of the Required Lenders), additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the Commitments), without the written consent of each Lender;

(f) other than in connection with a transaction permitted under Section 7.05, release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender;

(g) other than in connection with a transaction permitted under Section 7.05, release all or substantially all of the aggregate value of the Guaranty or release any Guarantor from its Guaranty without the written consent of each Lender;

(h) [reserved];

(i) amend or modify the definition of "Material Property", Section 7.07, clause (B) of the last paragraph of Section 7.03 or Section 7.15(a) (other than through the exercise of rights and remedies in any proceeding under Title 11 of the United States Code) or allow the refinancing, replacement or extension of Loans hereunder, without the written consent of each Lender;

(j) (i) subordinate any Obligations in right of payment to any other debt of Topco and its Subsidiaries, (ii) subordinate the Liens securing the Obligations in respect of any of the Collateral to Liens on all or substantially all of the Collateral securing any other Indebtedness or other Obligations or (iii) permit the incurrence of Indebtedness secured by Liens ranking pari passu with the Indebtedness securing the Obligations (it being understood that this clause (j) shall not (A) override the permission for (x) Liens expressly permitted under this Agreement or (y) Indebtedness expressly permitted under this Agreement as in effect on the Closing Date, (B) restrict an amendment to increase the maximum permitted amount of Indebtedness under Section 7.03(b)(iv) of this Agreement and the maximum permitted amount of related Liens under clause (i) of the definition of "Permitted Liens" of this Agreement or (C) apply to the incurrence of debtor-in-possession financing (or similar financing arrangements in insolvency proceedings in non-U.S. jurisdictions) approved by the applicable bankruptcy court) [without the written consent of each adversely affected Lender];

(k) to the extent not otherwise permitted by this Agreement, authorize additional Indebtedness that would be issued under the Loan Documents for the purpose of influencing voting thresholds without the written consent of each Lender;

(l) amend or modify the Loan Documents to allow for purchases of Loans (by Dutch auction, open market purchase or through other assignments) by Topco, the Company or any of their Subsidiaries or Affiliates, in each case, using consideration other than cash without the written consent of each affected Lender;

(m) amend, modify, terminate or waive any provision of Section 10.07(a), or the definition of "Affiliated Lender" without the written consent of each affected Lender; or

(n) amend, modify or waive any provision of the Loan Documents in a manner that would permit the creation or existence of, or transfer of any assets (including by Disposition, Investment, restricted payments or otherwise) to, any "Unrestricted Subsidiary" or other subsidiary otherwise not subject to the provisions of the Loan Documents without the written consent of each Lender.

provided, further, that (i) [reserved]; (ii) [reserved]; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, directly and adversely affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent under this Agreement or any other Loan Document; (iv) only the consent of the parties to any Fee Letter shall be required to amend, modify or supplement the terms of such Fee Letter; and (v) Section 10.07(d) 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. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be

effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (1) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (2) any waiver, amendment or modification requiring the consent of all Lenders or each directly and adversely affected Lender that by its terms materially and adversely affects any Defaulting Lender to a greater extent than other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding the foregoing, no Lender consent is required for the Administrative Agent (acting at the Direction of the Required Lenders) to enter into, or to effect any amendment, modification or supplement to any intercreditor agreement or arrangement permitted under this Agreement or in any document pertaining to any Indebtedness permitted hereby that is permitted to be secured by the Collateral, for the purpose of adding the holders of such Indebtedness as a party thereto and otherwise causing such Indebtedness to be subject thereto, in each case as contemplated by the terms of such 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 (acting at the Direction of the Required Lenders), are required to effectuate the foregoing and provided that such other changes are not adverse, in any material respect (taken as a whole), to the interests of the Lenders); provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder or under any other Loan Document without the prior written consent of the Administrative Agent.

Notwithstanding anything to the contrary contained in this Section 10.01, guarantees, collateral security documents and related documents executed by the Loan Parties or the Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent (acting at the Direction of the Required Lenders) and may be, together with this Agreement, amended 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 or waiver is delivered in order (i) to comply with local Law or advice of local counsel or (ii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Loan Documents.

Notwithstanding anything to the contrary contained in Section 10.01, if at any time after the Closing Date, the Administrative Agent (acting at the Direction of the Required Lenders) and the Borrower shall have jointly identified an ambiguity, obvious error or any error or omission of a technical or administrative nature, in each case, in any provision of the Loan Documents, then the Administrative Agent and the Borrower shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

Section 10.02. Notices and Other Communications; Facsimile Copies.

(a) Notices; Effectiveness; Electronic Communications.

(i) Notices Generally. Except as provided in Section 10.02(a)(ii), 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 (return receipt requested) or sent by facsimile as follows:

(A) if to Borrower (or to any other Loan Party) or the Administrative Agent, to the address, facsimile number, or electronic mail address specified for the Borrower, the Administrative Agent on Schedule 10.02; and

(B) 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 (return receipt requested), 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 Section 10.02(a)(ii) shall be effective as provided in such Section 10.02(a)(ii).

(ii) 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 by electronic communication. The Administrative Agent or 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 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 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.

(b) 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 THE ADMINISTRATIVE AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "**Agent Parties**") have any liability to the Loan Parties, 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 the Borrower's, any Loan Party's or the Administrative Agent's transmission of the Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet.

(c) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address or facsimile number for notices and other communications hereunder by written notice to the other parties hereto. Each other Lender may change its address or facsimile number for notices and other communications hereunder by written 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, 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 the Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain Material Non-Public Information.

(d) Reliance by Administrative Agent, and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including Committed Loan Notices and Withdrawal Notices) purportedly given by or on behalf of the Borrower 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 the Administrative Agent, each Lender and the Related Parties of each of them (other than any Excluded Affiliate) 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 accordance with Section 10.05 hereof.

Section 10.03. No Waiver; Cumulative Remedies.

No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document 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, and provided under each other Loan Document, 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 (a) 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, (b) [reserved], (c) any Lender from exercising setoff rights in accordance with Section 10.09 (subject to the terms of Section 2.13) or (d) 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; provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.13, 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. Attorney Costs and Expenses.

The Borrower agrees (a) to pay or reimburse the Administrative Agent, the Lenders and their Affiliates for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the preparation, negotiation, syndication, execution, delivery and administration of this Agreement and the

other Loan Documents, and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including (i) all reasonable and documented fees, out-of-pocket costs and expenses notarial, registration, translation, and/or administrative (*gestoría*) fees and, even if their intervention is not mandatory, Spanish court clerk and all others with regards to the Lender Advisors, (ii) all additional Attorney Costs, which shall be limited to, without duplication of any amounts owed under clause (i), Gibson, Dunn & Crutcher LLP and ArentFox Schiff LLP, plus, if reasonably necessary, one local counsel in each applicable jurisdiction material to the interests of the Lenders taken as a whole, in each case, except allocated costs of in-house counsel, and (iii) in the case of other consultants and advisers, the fees and expenses of such persons approved by the Borrower (such approval not to be unreasonably withheld, delayed or conditioned), and (b) from and after the Closing Date, to pay or reimburse the Administrative Agent and the Lenders for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement or protection of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law, and including (i) all reasonable and documented fees, out-of-pocket costs and expenses of the Lender Advisors, (ii) without duplication of any amounts owed under clause (i), all additional respective Attorney Costs, which shall be limited to Attorney Costs of the Gibson, Dunn & Crutcher LLP, as primary counsel to the Lenders, taken as a whole, and one primary counsel to the Administrative Agent and, if reasonably necessary, one local counsel in each relevant jurisdiction material to the interests of the Lenders taken as a whole and, solely in the case of an actual conflict of interest, one additional counsel in each relevant jurisdiction to each group of similarly situated affected parties) and (iii) in the case of other consultants and advisers (other than in connection with any enforcement or protection of rights and remedies hereunder during the continuance of an Event of Default), the fees and expenses of such persons approved by the Borrower (such approval not to be unreasonably withheld, delayed or conditioned). The agreements in this Section 10.04 shall survive the termination of the Aggregate Commitments and repayment of all other Obligations. All amounts due under this Section 10.04 shall be paid within thirty (30) days following receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail; provided that, with respect to the Closing Date, all amounts due under this Section 10.04 shall be paid on the Closing Date solely to the extent invoiced to the Borrower at least 1 (one) Business Day prior to the Closing Date (or such shorter period as the Borrower shall reasonably agree). If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of such Loan Party by the Administrative Agent in its discretion following five (5) Business Days' prior written notice to the Borrower. For the avoidance of doubt, this Section 10.04 shall not apply to Taxes, except any Taxes that represent costs and expenses arising from any non-Tax claim. Nothing contained in this Agreement shall limit or impair the Borrowers' reimbursement or indemnification obligations set forth in the Fronting Fee Letter.

Section 10.05. Indemnification by the Borrower.

The Borrower shall indemnify and hold harmless the Administrative Agent, each Agent-Related Person, each Lender and their respective Affiliates (which shall, for purposes of this Section 10.05, include any Prepetition Bridge Lender that elected to hold UCITS Bonds through a bond service provider as pervaded in Syndication), and their respective directors, officers, employees, partners, counsel, agents, trustees, investment advisors and attorneys in fact (collectively the "**Indemnitees**") from and against any and all liabilities, obligations, losses, Taxes, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (but limited, in the case of Attorney Costs, to (x) the reasonable and documented out-of-pocket fees and expenses of ArentFox Schiff LLP, (y) reasonable Attorney Costs of Gibson, Dunn & Crutcher LLP, and (z), to the extent reasonably necessary, the reasonable and documented out-of-pocket fees and expenses of one local counsel to such Persons in any relevant jurisdiction (and, in the event of any actual or perceived conflict of interest, the reasonable and documented out-of-pocket fees

and expenses of one additional counsel to the affected Indemnitees)) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (i) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby (including, for the avoidance of doubt and without limitation, any DIP Roll-Up Loan Syndication and/or issuance or purchase of DIP Roll-up Term Loans) or the consummation of the transactions contemplated thereby, (ii) any Commitment, Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged Release or presence of Hazardous Materials in violation of or giving rise to obligations under Environmental Laws on, at, under, to or migrating from any property or facility currently or formerly owned, leased or operated by Topco, the Company, or any of their respective Subsidiaries (or at which Topco, the Company or any of their respective Subsidiaries has arranged for or caused any Release or disposal of Hazardous Materials), or any Environmental Action or Environmental Liability related to Topco, the Company or any of their respective Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) (all the foregoing, collectively, the "**Indemnified Liabilities**"), in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of the Indemnitee and whether brought by an Indemnitee, 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 and whether or not any of the transactions contemplated hereby are consummated; provided that such indemnity shall not, as to any Indemnitees, be available to the extent that (x) such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements resulted from the gross negligence or willful misconduct of this Agreement or any of the other Loan Documents by, such Indemnitee or of any controlled Affiliate, director, officer, employee, counsel, agent or attorney in fact of such Indemnitee as determined by a final non-appealable judgment of a court of competent jurisdiction or (y) if such indemnity relates to any dispute solely among the Indemnitees that does not involve an act or omission of Borrower or any of its Affiliates, and the Borrower shall be entitled to a refund and a return of any and all amounts paid to any Indemnitee for fees and expenses to the extent such Indemnitee is not entitled to payment of such amounts in accordance with the terms hereof. No Indemnitee nor any Loan Party nor any of their respective officers, directors, employees, agents, advisors or representatives shall have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document (other than in respect of any such damages incurred or paid by an Indemnitee to a third party unaffiliated with such Indemnitee). All amounts due under this Section 10.05 shall be paid within thirty (30) days after written demand therefor, which demand shall set forth in reasonable detail the amount and nature of reimbursement claimed. The agreements in this Section 10.05 shall survive the resignation or removal of any Agent, the replacement of any Lender and the Maturity Date. For the avoidance of doubt, this Section 10.05 shall not apply to Taxes, except any Taxes that represent costs and expenses arising from any non-Tax claim.

Whether or not the transactions contemplated hereby are consummated, to the extent the Administrative Agent or any Agent-Related Person is not reimbursed and indemnified by the Borrower, the Lenders will reimburse and indemnify the Administrative Agent and any Agent-Related Person for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent or any other Agent-Related Person (solely to the extent any such Agent-Related Person was performing services on behalf of the Administrative Agent) in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's or any other Agent-Related Person's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-

appealable decision); provided further that that no action taken or omitted to be 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 or as the Administrative Agent or Agent-Related Person shall believe in good faith to be necessary) shall be deemed to constitute gross negligence or willful misconduct. In the case of any investigation, litigation or proceeding, this Section 10.05 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person.

Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including legal fees and expenses) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower, provided that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, provided further that the failure of any Lender to indemnify or reimburse the Administrative Agent shall not relieve any other Lender of its obligation in respect thereof. The undertaking in this Section 10.05 shall survive termination of the Commitments, the payment of all other Obligations and the resignation or removal of the Administrative Agent.

Section 10.06. Payments Set Aside.

To the extent that any payment by or on behalf of the Borrower 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 setoff 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 (a) 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 (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) 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 (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 10.07. Successors and Assigns.

(a) 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 the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent (acting at the Direction of the Required Lenders) and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Assignee pursuant to an assignment made in accordance with the provisions of Section 10.07(b) and the proviso to this Section 10.07(a) (such an assignee, an "**Eligible Assignee**") (and any other attempted assignment or transfer by any party hereto shall be null and void); provided, however, that notwithstanding the foregoing or anything else in this Agreement to the contrary, no Lender may assign or transfer by participation any of its rights or obligations hereunder to (i) any Person that is a Defaulting Lender, (ii) a natural Person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of a natural Person) or (iii) Topco, the Company or any of their respective Subsidiaries; provided, for the avoidance of doubt, to effect the settlement of ratable allocations of Commitments and Loans contemplated

hereby, assignments or participations to the Sponsor shall be permitted. 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, Participants to the extent provided in Section 10.07(e) and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in Section 10.07(b)(ii) below, any Lender may at any time assign to one or more assignees (each, an "**Assignee**") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) [reserved]; and

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment (i) of all or any portion of a DIP Term Loan to a Lender, an Affiliate of a Lender or any Approved Fund thereof, (ii) by the Fronting Lender (or its affiliates) in connection with the assignments contemplated in Section 2.01 and the Master Consent to Assignment, (iii) [reserved] or (iv) from the Administrative Agent to its Affiliates.

(ii) Assignments shall be subject to the following additional conditions:

(C) except in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, assignment by the Fronting Lender (or its affiliates) in connection with the assignments contemplated in Section 2.01 and the Master Consent to Assignment, 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 $1,000,000, in excess thereof unless each of the Borrower and the Administrative Agent otherwise consents; provided that such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(D) the parties to each assignment shall (1) execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent or (2) if previously agreed with the Administrative Agent, manually execute and deliver to the Administrative Agent an Assignment and Assumption, together, in each case, with a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); provided that there will be no such processing and recordation fee for any assignment by the Fronting Lender (or its affiliates);

(E) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire;

(F) the Assignee shall execute and deliver to the Administrative Agent and the Borrower the forms described in Sections 3.01(d) and 3.01(e) applicable to it; and

(G) the Assignee shall be or become a party to the RSA, provided that this shall not apply to the Fronting Lender (or its affiliates) in connection with the assignments contemplated in Section 2.01 and the Master Consent to Assignment.

In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or sub-participations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(c) Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.07(d), from and after the effective date specified in each Assignment and Assumption, (1) the Eligible 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 (2) 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 and subject to the obligations of Sections 3.01, 3.04, 3.05, 10.04 and 10.05 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, the Borrower (at their 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 Section 10.07(c) 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 10.07(e).

(d) 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, (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 and (iii) such SPC and the applicable Loan or any applicable part thereof, shall be appropriately reflected in the Participant Register. Each party hereto hereby agrees that (i) an SPC shall be entitled to the benefit of Sections 3.01, 3.04 and 3.05 (subject to the requirements and the limitations of such Section), but 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 except, in the case of Section 3.01, to the extent that the grant to the SPC was made with the prior written consent of the Borrower (not to be unreasonably withheld, conditioned or delayed; for the avoidance of doubt, the Borrower shall have reasonable basis for withholding consent if an exercise by SPC immediately after the grant would result in materially increased indemnification obligation to the Borrower at such time), (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. 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 and with the payment of a processing fee of $3,500, 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 Guarantee or credit or liquidity enhancement to such SPC.

(e) The Administrative Agent, acting solely for this purpose as an agent of the Borrower, 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 Commitments of, and principal amounts (and related interest amounts) of the Loans, owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). 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 Section 10.07(b)(ii)(B) above, if applicable, and the written consent of the Administrative Agent and, if required, the Borrower to such assignment and any applicable tax forms, the Administrative Agent shall (i) accept such Assignment and Assumption and (ii) promptly 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 Section 10.07(d). 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, the Administrative Agent and any Lender (solely with respect to such Lender), at any reasonable time and from time to time upon reasonable prior notice. This Section 10.07(d) and Section 2.11 shall be construed so that all Loans are at all times maintained in "registered form" within the meaning of Sections 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).

(f) Any Lender may at any time, sell participations to any Person (other than a natural person, a Defaulting Lender, Topco, any Borrower or any of their respective Affiliates) (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 and (iii) the Borrower, the Administrative Agent 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 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 clauses (a) through (n) of the first proviso to Section 10.01 that requires the affirmative vote of such Lender. Subject to Section 10.07(g) and a Participant's compliance with Section 3.01(d) and Section3.01(e), the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01, Section 3.04 and Section 3.05 (subject to the requirements and limitations of such Sections) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.07(c). To the extent permitted by applicable Law, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.13 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 related interest amounts) 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 to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The Participant Register shall be conclusive absent manifest error, and such Lender 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.

(g) A Participant shall not be entitled to receive any greater payment under Section 3.01, 3.04 or 3.05 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless such entitlement to a greater payment results from a change in any Law after the sale of the participation takes place.

(h) Any Lender may, without the consent of the Borrower or the Administrative Agent, 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.

(i) Notwithstanding anything to the contrary contained herein, without the consent of the Borrower or the Administrative Agent, (1) any Lender may in accordance with applicable Law create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it and (2) any Lender that is a Fund may create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 10.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(j) [Each Lender and any Person that becomes a Lender by way of an assignment acknowledge and agree that each such Lender or Person (on behalf of itself and its Related Parties), as applicable, are bound by the DIP Order and any intra-creditor settlement entered into by and between any such Lenders and their Related Parties, are deemed to have consented to all transactions contemplated by the Loan Documents in all capacities (including as holders of Prepetition 1L Note Claims, Prepetition SFA Claims and Prepetition 2L Note Claims) and that they have released all other Lenders and their Related Parties from any potential claims or causes of action arising as a result of the consummation of the transactions contemplated by the Loan Documents (including under the Prepetition 1L Note Documents, Prepetition SFA Loan Documents and Prepetition 2L Note Documents)].

(k) The Parties agree that a transfer or assignment under this Section shall constitute a transfer of any Foreign Security Document governed by Spanish law to the new Lender in the manner set out in Article 1,203 et seq. of the Spanish Civil Code, and with the effects set out in Article 1,528 of the Spanish Civil Code. Furthermore, each Spanish Loan Party (and each other Loan Party having granted a Foreign Security Document governed by Spanish law) accepts all transfers and assignments made by the Lenders under and in accordance with the terms of this Agreement without requiring any additional formalities.

(l) To the extent a transfer of rights and obligations hereunder could be construed as a novation within the meaning of articles 1329 et seq. of the French *Code Civil*, each Party agrees that upon a transfer completed in accordance with this Section 10.07, the French Liens created under the French Security

Documents shall be preserved and maintained for the benefit of the Administrative Agent, the new Lender and the remaining Secured Parties pursuant to articles 1334 et seq. of the French *Code Civil*.

(m) A new Lender may, in case of an assignment of rights by an existing Lender under and in accordance with the terms of this Agreement, if it considers it necessary to make such transfer effective as against a Loan Party, at its cost arrange for the assignment to be notified to or acknowledged by such French Guarantor in accordance with article 1324 of the French *Code civil*.

Section 10.08. Confidentiality.

Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information, except that Information may be disclosed (a) to its Affiliates (other than Excluded Affiliates) and its and its Affiliates' managers, administrators, directors, officers, employees, trustees, partners, investors, investment advisors and agents, including accountants, legal counsel and other advisors on a "need to know basis" (it being understood that (i) the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and agree to keep such Information confidential and (ii) the Administrative Agent or applicable Lender disclosing such information shall be responsible for the compliance of its Affiliates and its Affiliates' managers, administrators, directors, officers, employees, trustees, partners, investors, investment advisors and agents, including accountants, legal counsel and other advisors, with this Section 10.08); (b) to the extent required or requested by any Governmental Authority or self-regulatory authority having or asserting jurisdiction over such Person (including any Governmental Authority regulating any Lender or its Affiliates); provided that the Administrative Agent or such Lender, as applicable, agrees that it will notify the Borrower in advance in the event of any such disclosure by such Person (other than at the request of a regulatory authority) unless such notification is prohibited by law, rule or regulation; (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process or required or requested by any regulatory authority having or asserting jurisdiction over such Person or its Related Parties; provided that the Administrative Agent or such Lender, as applicable, agrees that it will notify the Borrower as soon as practicable in the event of any such disclosure by such Person (other than at the request of a regulatory authority) unless such notification is prohibited by law, rule or regulation; (d) to any other party to this Agreement; (e) subject to an agreement containing provisions at least as restrictive as those of this Section 10.08 (or as may otherwise be reasonably acceptable to the Borrower), to (i) any pledgee referred to in Section 10.07(h), (ii) any direct or indirect contractual counterparty to a Swap Contract, Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in any of its rights or obligations under this Agreement; or (iii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder; (f) with the prior written consent of the Borrower; (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section 10.08 or other obligation of confidentiality owed to the Borrower, the Sponsor or their respective Affiliates, is independently developed without use of such Information (as verified by the Borrower, such verification not to be unreasonably withheld, conditioned, or delayed), or becomes available to the Administrative Agent, any Lender, or any of their respective Affiliates (other than Excluded Affiliates) on a non-confidential basis from a source other than a Loan Party or any Sponsor or their respective related parties (so long as such source is not known (after due inquiry) to the Administrative Agent, such Lender, or any of their respective Affiliates to be bound by confidentiality obligations to any Loan Party, the Sponsor or their respective Affiliates); (h) to any rating agency when required by it (it being understood that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Information relating to Loan Parties and their Subsidiaries received by it from such Lender) or to the CUSIP Service Bureau or any similar organization; (i) 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 its rights hereunder or thereunder; or (j) for purposes of establishing a "due diligence" defense. In addition, the Administrative Agent and the

Lenders may disclose the existence of this Agreement and publicly available information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Administrative Agent and the Lenders in connection with the administration, settlement, and management of this Agreement, the other Loan Documents, the Commitments and the Credit Extensions. For the purposes of this Section 10.08, "**Information**" means all information received from the Loan Parties relating to any Loan Party, its Affiliates or its Affiliates' directors, officers, employees, trustees, investment advisors or agents, other than any such information that is publicly available to the Administrative Agent or any Lender prior to disclosure by any Loan Party other than as a result of a breach of this Section 10.08 or any other confidentiality obligation owed to any Loan Party or their Affiliates.

Section 10.09. Setoff.

In addition to any rights and remedies of the Lenders provided by Law, subject to the DIP Orders (including the Carve Out) upon the occurrence and during the continuance of any Event of Default, each Lender (and the Administrative Agent, in respect of any unpaid fees, costs and expenses payable hereunder) is authorized at any time and from time to time, without prior notice to the Borrower, any such notice being waived by the Borrower (on its own behalf and on behalf of each Loan Party) 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) (other than escrow, payroll, petty cash, trust and tax accounts) at any time held by, and other Indebtedness at any time owing by, such Lender or the Administrative Agent to or for the credit or the account of the respective Loan Parties against any and all Obligations then due and owing to such Lender or the Administrative Agent hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Lender or the Administrative Agent shall have made demand under this Agreement or any other Loan Document; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.17 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set off and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent and each Lender under this Section 10.09 are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent and such Lender may have at Law.

Section 10.10. 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, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 10.11. Counterparts.

This Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The Administrative Agent or any Lender may also require that any such documents and signatures delivered by facsimile or other electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic transmission.

Section 10.12. Integration.

This Agreement, together with the other Loan Documents, the Escrow Agreement and the Fee Letters, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. 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; provided that the inclusion of supplemental rights or remedies in favor of the Administrative Agent or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

Section 10.13. 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 the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension or Withdrawal, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

Section 10.14. Severability.

If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) 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 (b) 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; provided, that the Lenders shall charge no fee in connection with any such amendment. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.14, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent (acting at the Direction of the Required Lenders), then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 10.15. GOVERNING LAW.

(a) THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT (UNLESS OTHERWISE SPECIFIED THEREIN) AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT TO THE EXTENT GOVERNED OR SUPERSEDED BY THE BANKRUPTCY CODE).

(b) ANY LEGAL ACTION OR PROCEEDING ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE BANKRUPTCY COURT AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM JURISDICTION, THEN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY (BOROUGH OF MANHATTAN) OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY, THE ADMINISTRATIVE AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES THAT IT WILL NOT COMMENCE OR SUPPORT ANY SUCH ACTION OR PROCEEDING IN ANOTHER JURISDICTION. EACH LOAN PARTY, THE ADMINISTRATIVE AGENT AND EACH LENDER IRREVOCABLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN FACSIMILE) IN SECTION 10.02. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.16. WAIVER OF RIGHT TO TRIAL BY JURY.

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. Binding Effect.

This Agreement shall become effective when it shall have been executed and delivered by the Loan Parties and each other party hereto and the Administrative Agent shall have been notified by each Lender that each such Lender has executed it and thereafter shall be binding upon and inure to the benefit of the Loan Parties, the Administrative Agent and each Lender and their respective successors and assigns, in each case in accordance with Section 10.07 (if applicable) and except that no Loan Party shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders (and, in the case of the Borrower, Section 10.07).

Section 10.18. USA Patriot Act.

Each Lender that is subject to the USA Patriot Act or the Beneficial Ownership Regulation and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act and the requirements of the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name, address and tax identification number of such Loan Party and other information regarding such Loan Party that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the USA Patriot Act or the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the USA Patriot Act and the requirements of the Beneficial Ownership Regulation and is effective as to the Lenders and the Administrative Agent.

Section 10.19. Judgment Currency.

If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, 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 on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents 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 the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from the Borrower in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable law).

Section 10.20. 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 Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent are arm's-length commercial transactions between the Loan Parties and their respective Affiliates, on the one hand, and the

Administrative Agent, and the Lenders, on the other hand, (B) each Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each Loan Party 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, and each Lender, each 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 each Loan Party or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent nor any Lender has any obligation to the Loan Parties 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, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and neither the Administrative Agent nor any Lender has any obligation to disclose any of such interests to the Loan Parties or any of their respective Affiliates. To the fullest extent permitted by law, each Loan Party hereby agrees that it will not claim that the Administrative Agent, and the Lenders have rendered advisory services of any nature or respect, or owe any fiduciary duty or similar duty to such Loan Party or its Affiliates in connection with any aspect of any transaction contemplated hereby or the process leading thereto.

Section 10.21. Electronic Execution of Assignments and Certain Other Documents.

This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "**Communication**"), including Communications required to be in writing, may be in the form of an Electronic Record (as defined below) and may be executed using Electronic Signatures (as defined below) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by any party hereto of a manually signed paper Communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent (acting at the Direction of the Required Lenders) pursuant to procedures approved by it. Without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any other party hereto without further verification and (b) upon the request of the Administrative Agent, any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "**Electronic Record**" and "**Electronic Signature**" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 10.22. DIP Orders; Conflicts. The parties hereto agree that in the event of any conflict between the DIP Orders and this Agreement, that the terms of the DIP Orders shall govern and control.

Section 10.23. 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 10.24. Acknowledgement Regarding Any Supported QFCs.

To the extent that the Loan Documents provide support, through a guarantee or otherwise, for 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): 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) 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.

Section 10.25. Preservation of Liens.

(a) The benefit of the Liens and of the Collateral Documents shall automatically transfer to any assignee or transferee (by way of novation or otherwise) of part or all of the obligations expressed to be secured by the Liens. For the purpose of article 5.247 of the Belgian Civil Code (and, to the extent applicable, any similar provisions of foreign law), the Administrative Agent, the other Secured Parties and each of the Loan Parties hereby expressly reserve the preservation of the Liens and of the Collateral

Documents in case of assignment, novation, amendment or any other transfer or change of the obligations expressed to be secured by the Liens or of any change of any of the parties to this Agreement or any other Loan Document.

(b) In the case of any assignment, transfer or novation by an existing Lender to a new Lender of all or any part of its rights and obligations under the Collateral Documents, the existing Lender and the new Lender agree that, for the purposes of Article 1278 of the Luxembourg Civil Code (to the extent applicable), the Liens created under the Collateral Documents and securing the rights assigned, transferred or novated thereby will be preserved for the benefit of the new Lender.

## ARTICLE XI.
## GUARANTY

Section 11.01. The Guaranty.

Each Guarantor hereby jointly and severally with the other Guarantors guarantees, as a Primary Obligor and not as a surety to each Secured Party and their respective permitted successors and assigns, the prompt payment in full when due (whether at stated maturity, by required prepayment, declaration, demand, by acceleration or otherwise) of the principal of and interest (including any interest, fees, costs or charges that would accrue but for the provisions of (a) the Title 11 of the United States Code after any bankruptcy or insolvency petition under Title 11 of the United States Code and (b) any other Debtor Relief Laws) on the Loans made by the Lenders to, and the Notes held by each Lender of, the Borrower, and all other Secured Obligations from time to time owing to the Secured Parties by any Loan Party under any Loan Document, in each case strictly in accordance with the terms thereof (such obligations, including any future increases in the amount thereof, being herein collectively called the "**Guaranteed Obligations**"). The Guarantors hereby jointly and severally agree that if the Borrower or other Guarantor(s) shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantors will promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal. Notwithstanding any provision hereof or in any other Loan Document to the contrary, in the event that any Guarantor is not an "eligible contract participant" as such term is defined in Section 1(a)(18) of the Commodity Exchange Act, as amended at the time such Guarantor becomes a Guarantor hereunder, the Guaranteed Obligations of such Guarantor shall not include in the case of clause (a) above, such transaction.

Section 11.02. Obligations Unconditional.

The obligations of the Guarantors under Section 11.01 shall constitute a guaranty of payment and to the fullest extent permitted by applicable Law, are absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations of the Borrower or any other Guarantor under this Agreement, the Notes, if any, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor (except for payment in full). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder which shall remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(a) at any time or from time to time, without notice to the Guarantors, to the extent permitted by Law, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations, any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or

(d) any Lien or security interest granted to, or in favor of, any Lender or the Administrative Agent as security for any of the Guaranteed Obligations shall fail to be perfected.

The Guarantors hereby expressly waive (to the fullest extent permitted by Law) diligence, presentment, demand of payment, protest and, to the extent permitted by Law, all notices whatsoever, and any requirement that any Secured Party exhaust any right, power or remedy or proceed against the Borrower or any other Guarantor under this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Guarantors waive, to the extent permitted by Law, any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Secured Party upon this Guaranty or acceptance of this Guaranty, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guaranty, and all dealings between the Borrower and the Secured Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guaranty. This Guaranty shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by Secured Parties, and the obligations and liabilities of the Guarantors hereunder shall not be conditioned or contingent upon the pursuit by the Secured Parties or any other person at any time of any right or remedy against the Borrower or against any other person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guaranty shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and the successors and assigns thereof, and shall inure to the benefit of the Lenders, and their respective successors and assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.

Section 11.03. Reinstatement.

The obligations of the Guarantors under this Article XI shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower or any other Loan Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

Section 11.04. Subrogation; Subordination.

Each Guarantor hereby agrees that until the payment in full in cash (or other consideration permitted hereunder) and satisfaction in full of all Guaranteed Obligations (other than contingent

obligations not yet due and owing) and the expiration and termination of the Commitments of the Lenders under this Agreement it shall subordinate any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 11.01, whether by subrogation, contribution or otherwise, against the Borrower or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.

Section 11.05. Remedies.

The Guarantors jointly and severally agree that, as between the Guarantors and the Lenders, the obligations of the Borrower under this Agreement and the Notes, if any, may be declared to be forthwith due and payable as provided in Section 8.02 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 8.02) for purposes of Section 11.01, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower or any other Loan Party and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 11.01.

Section 11.06. Instrument for the Payment of Money.

Each Guarantor hereby acknowledges that the guarantee in this Article XI constitutes an instrument for the payment of money, and consents and agrees that any Lender or the Administrative Agent, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213.

Section 11.07. Continuing Guarantee.

The guarantee in this Article XI is a continuing guarantee of payment, and shall apply to all Guaranteed Obligations whenever arising.

Section 11.08. Limitations on Guarantee Obligations.

Each Guarantor confirms its intention that:

In any action or proceeding involving any state corporate limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency, reorganization or other Law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 11.01 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 11.01, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Loan Party or any other Person, be automatically limited and reduced to the highest amount (after giving effect to the liability under this Guaranty and the right of contribution established in Section 11.10, but before giving effect to any other guarantee) that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

(a) German Guarantors.

(i) In this Section 11.08(a):

**AktG** means the German Stock Corporation Act (*Aktiengesetz, AktG*).

**Auditor's Determination** means the determination pursuant to clause (ii)(D) below.

**BGB** means the German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

**DPLA** means a domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) as defined in § 291 (1) AktG and applied *mutatis mutandis* to a GmbH.

**EU Guarantor** means any limited liability company (or limited partnership with a limited liability company as its general partner) incorporated in a jurisdiction other than Germany whose centre of main interest (as that term is used in Article 3(1) of the Insolvency Regulation is in Germany.

**German Guarantor** means any GmbH Guarantor and any EU Guarantor.

**GmbH** means (i) a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) incorporated under German law and/or (ii) a limited partnership (*Kommanditgesellschaft*) with a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) as general partner (*Komplementär*).

**GmbH Capital Impairment** means the GmbH Net Assets of a GmbH Guarantor falling below the amount (*Entstehung einer Unterbilanz*) required to maintain that GmbH Guarantor's registered share capital (*Stammkapital*) or an increase of an existing shortage (*Vertiefung einer Unterbilanz*) of its registered share capital (*Stammkapital*) and thereby violating §§ 30, 31 GmbHG (including by way of any decrease of the GmbH Net Assets as a consequence of the existence, discharge or enforcement of any Limited Upstream Obligation against any subsidiary of a GmbH Guarantor).

**GmbH Guarantor** means a Guarantor which is a GmbH.

**GmbH Net Assets** means the net assets (*Reinvermögen*) of a GmbH Guarantor calculated in accordance with § 42 GmbHG, §§ 242, 264 HGB and the generally accepted accounting principles applicable (*Grundsätze ordnungsgemäßer Buchführung*) from time to time in Germany as adjusted pursuant to clause (ii)(F) below.

**GmbHG** means the German Limited Liability Company Act (Gesetz betreffend die Gesellschaften mit beschränkter Haftung, GmbHG).

**HGB** means the German Commercial Code (*Handelsgesetzbuch, HGB*).

**InsO** means the German Insolvency Code (*Insolvenzordnung – InsO*).

**Limited Obligation** means any guarantee and any other liability, indemnity or other payment obligation under this Article XI or any other provision of the Loan Documents.

**Limited Upstream Obligation** means any Limited Obligation if and to the extent such Limited Obligation secures or relates to liabilities which are owed by direct

or indirect shareholders of the relevant German Guarantor (upstream) or Subsidiaries of such shareholders (such Subsidiaries not to include the relevant German Guarantor and the Subsidiaries of that relevant German Guarantor) (cross-stream).

**Liquidity Impairment** means a German Guarantor being deprived of the liquidity necessary to fulfil its liabilities towards its creditors and thereby violating § 15b (5) InsO.

**Management Notification** means the notification pursuant to clause (ii)(C) below.

(ii) GmbH Guarantee Limitation Language

(A) Save as set out in this clause (ii), the Finance Parties shall not enforce, and any GmbH Guarantor (and/or the relevant subsidiary of a GmbH Guarantor) shall have a defence (*Einrede*) against, any Limited Upstream Obligation if and to the extent a discharge (*Erfüllung*) or enforcement (*Vollstreckung*) in respect of a Limited Upstream Obligation would cause a GmbH Capital Impairment to occur.

(B) The restrictions in clause (A)(A) shall not apply:

(1) if and to the extent the Limited Upstream Obligation of the GmbH Guarantor secures any indebtedness under any Loans Document in respect of:

a. loans to the extent such loans are (directly or indirectly) on-lent or otherwise passed on to the relevant GmbH Guarantor or its Subsidiaries; or

b. bank guarantees or letters of credit that are issued for the benefit of any of the creditors of the GmbH Guarantor or the GmbH Guarantor's Subsidiaries,

in each case, to the extent that any such on-lending or otherwise passing on or bank guarantees or letters of credit are still outstanding at the time of the enforcement of the relevant Limited Upstream Obligation; for the avoidance of doubt, nothing in this clause (1) shall have the effect that such on-lent amounts may be enforced multiple times (no double dip);

(2) if, at the time of enforcement of the Limited Upstream Obligation, a DPLA (either directly or indirectly through an unbroken chain of domination and/or profit transfer agreements) exists between the relevant Loan Party whose obligations are secured by the relevant Limited Upstream Obligation as dominating company (*herrschendes Unternehmen*) and the relevant GmbH Guarantor as a dominated company (*beherrschtes Unternehmen*), provided that:

a. the GmbH Guarantor is a Subsidiary of the relevant Loan Party whose obligations are secured by the relevant Limited Upstream Obligation; or

b. the GmbH Guarantor and the relevant Loan Party whose obligations are secured by the relevant Limited Upstream Obligation are

both Subsidiaries of a joint (direct or indirect) parent company with such parent company as dominating entity (*herrschendes Unternehmen*),

in each case unless the mere existence of such DPLA does not lead to the inapplicability of § 30 (1) sentence 1 GmbHG;

(3) if and to the extent any payment under the Limited Upstream Obligation is covered (*gedeckt*) by a fully valuable and recoverable consideration or recourse claim (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) of the GmbH Guarantor against the relevant Loan Party whose obligations are secured by the relevant Limited Upstream Obligation; or

(4) if the relevant GmbH Guarantor has not complied with its obligations pursuant to clauses (C) and/or (D) (as applicable) below; however, if and to the extent that the relevant Limited Upstream Obligation has been enforced without regard to the restrictions contained in this clause (ii) because the Management Notification and/or the Auditor's Determination has not (or not in a timely manner) been delivered pursuant to clauses (C) and/or (D) (as applicable) below, but the Auditor's Determination has then been delivered within four (4) months from its due date in accordance with clauses (D) below, the Finance Parties shall upon demand of the GmbH Guarantor to the Administrative Agent repay any amount received from the GmbH Guarantor which pursuant to the Auditor's Determination would not have been available for enforcement, if the Auditor's Determination had been delivered in a timely manner.

(C) If the relevant GmbH Guarantor does not notify the Administrative Agent within fifteen (15) Business Days after the making of a demand against that GmbH Guarantor under the relevant Limited Upstream Obligation:

(1) to what extent such Limited Upstream Obligation is an upstream or cross-stream guarantee or indemnity; and

(2) to what extent a GmbH Capital Impairment would occur as a result of an enforcement of the Limited Upstream Obligation (setting out in reasonable detail the amount of its GmbH Net Assets, providing an up-to-date pro forma balance sheet),

then the restrictions set out in clause (A) above shall cease to apply until a Management Notification has been provided.

(D) If the Administrative Agent (acting at the Direction of the Required Lenders) disagrees with the Management Notification, it may within twenty (20) Business Days of its receipt, request the relevant GmbH Guarantor to provide to the Administrative Agent within forty-five (45) Business Days of receipt of such request a determination by the Auditors or any other auditors of international standard and reputation appointed by the GmbH Guarantor (at its own cost and expense) setting out in reasonable detail the amount in which the payment under the Limited Upstream Obligation would cause a GmbH Capital Impairment subject to the terms set out under this clause (ii). Save for manifest errors, the Auditor's Determination shall be binding on all parties.

(E) If, after it has been provided with an Auditor's Determination which prevented it from demanding any or only partial payment under the Limited Upstream Obligation, the Administrative Agent (acting at the Direction of the Required Lenders) ascertains in good faith that the financial conditions of the GmbH Guarantor as set out in the Auditor's Determination has substantially improved, the Administrative Agent (acting at the Direction of the Required Lenders) (acting reasonably) may, at the GmbH Guarantor's cost and expense, arrange for the preparation of an updated balance sheet of the GmbH Guarantor by applying the same principles that were used for the preparation of the Auditor's Determination by the auditors who prepared the Auditor's Determination in order for such Auditors to determine whether (and, if so, to what extent) the GmbH Capital Impairment has been cured as result of the improvement of the financial condition of the GmbH Guarantor. The Administrative Agent may not arrange for the preparation of an Auditor's Determination prior to the expiry of three (3) months from the date of the issuance of the preceding Auditor's Determination. The Administrative Agent may only demand payment under the Limited Upstream Obligation to the extent the Auditors determine that the GmbH Capital Impairment have been cured.

(F) The GmbH Net Assets shall be adjusted as follows:

(1) the amount of any increase in the registered share capital of the relevant GmbH Guarantor which was carried out after the relevant GmbH Guarantor became a Party and made from retained earnings (*Kapitalerhöhung aus Gesellschaftsmitteln*) shall be deducted from the amount of the registered share capital (*Stammkapital*) of the relevant GmbH Guarantor if it is expressly prohibited under the Loan Documents and has been carried out without the prior written consent of the Administrative Agent;

(2) the amount of non-distributable assets according to § 253 (6) HGB shall not be included in the calculation of GmbH Net Assets;

(3) the amount of non-distributable assets according to § 268 (8) HGB shall not be included in the calculation of GmbH Net Assets;

(4) the amount of non-distributable assets according to § 272 (5) HGB shall not be included in the calculation of GmbH Net Assets; and

(5) loans or other liabilities incurred by the relevant GmbH Guarantor in wilful or grossly negligent violation of the Loan Documents shall not be taken into account as liabilities.

(G) Where a GmbH Guarantor claims in accordance with the provisions of this clause (ii) that the Limited Upstream Obligation can only be enforced in a limited amount, it shall realize, to the extent lawful and within reasonable opinion commercially justifiable, any and all of its assets that are shown in the balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of the assets and are not necessary for the relevant GmbH Guarantor's business (*nicht betriebsnotwendig*).

(iii) Liquidity Impairment Limitation Language

(A) Save as set out in this clause (iii), the Finance Parties shall not enforce, and any German Guarantor shall have a defence (*Einrede*) against, any Limited Upstream

Obligation if and to the extent a payment or enforcement in respect of a Limited Upstream Obligation would cause a Liquidity Impairment for such German Guarantor to occur.

(B) Clauses (ii)(C), (ii)(D), (ii)(E) and (ii)(G) above (including the repayment contemplated in clause (4) above) shall apply mutatis mutandis to the restriction in clause (A) above provided that the relevant German Guarantor shall use best efforts to realise to the extent lawful any and all of its assets that are not necessary for the relevant German Guarantor's business (*nicht betriebsnotwendig*) (irrespective of whether it is commercially justifiable).

(iv) Where the provisions of this Section 11.08(a) apply to a limited partnership (*Kommanditgesellschaft*), all references to the assets of a German Guarantor shall *mutatis mutandis* include a reference to the assets of the general partner (*Komplementär*) of such limited partnership (*Kommanditgesellschaft*).

(v) In addition to the restrictions set out in clauses (ii) through (iv) above, if a German Guarantor demonstrates that, according to the decisions of the German Federal Supreme Court (*Bundesgerichtshof*) or a higher regional court of appeals (*Oberlandesgericht*), the payment under and/or enforcement of any Limited Upstream Obligation against such German Guarantor would result in personal liability of its managing director(s) (*Geschäftsführer*) or director(s) (*Vorstände*) for a reimbursement of payments made under any Limited Upstream Obligation (including pursuant to § 43 GmbHG and/or § 826 BGB), the German Guarantor shall have a defence (*Einrede*) against the Limited Upstream Obligation to the extent required in order not to incur such liability.

(vi) The restrictions set out in this Section 11.08(a) do not affect the rights of the Finance Parties to claim any outstanding amount again at a later point in time if and to the extent the restrictions set out in this Section 11.08(a) would allow such claim at that later point in time.

(vii) For the avoidance of doubt, the validity and enforceability of any Limited Upstream Obligation granted by a German Guarantor or of any subsidiary of a German Guarantor in respect of any borrowing liabilities which are owed by German Guarantor or any of its subsidiaries shall not be limited under this Section 11.08(a).

(viii) Nothing in this Section 11.08(a) shall prevent the Administrative Agent or a German Guarantor from claiming in court that payments under and/or an enforcement of the Limited Upstream Obligations do or do not fall within the scope of §§ 30, 31, 43 GmbHG, § 15b InsO and/or § 826 BGB (as applicable) or that the limitations set out in this Section 11.08(a) are not required to avoid any violation of these laws or liability issues for any managing director or board director.

(ix) Nothing in this Section 11.08(a) shall constitute a waiver (*Verzicht*) of any right granted under this Agreement or any other Loan Document to the Administrative Agent or any Finance Party or *vice versa*.

(x) Notwithstanding anything to the contrary in this Agreement, this Section 11.08(a) and any rights and/or obligations arising out of it shall be governed by, and construed in accordance with, German law.

(b) Luxembourg Guarantor.

(i) Notwithstanding any provisions to the contrary in any other Loan Document, the maximum liability of any Luxembourg Guarantor under the guarantee set out in this Section 11.08(b) (the ***Luxembourg Guarantee***) for the obligations of any Loan Party which is not a direct or indirect Subsidiary of that Luxembourg Loan Party shall be limited to an amount not exceeding the greater of (without double counting):

(A) 95 per cent. of that Luxembourg Guarantor's own funds (*capitaux propres*), as referred to in annex I to the grand-ducal regulation dated 18 December 2015 defining the form and content of the presentation of balance sheet and profit and loss account, and enforcing the Luxembourg law dated 19 December 2002 concerning the trade and companies register and the accounting and annual accounts of undertakings (the ***Regulation***) as increased by the amount of any Subordinated Debt, each as reflected in that Luxembourg Guarantor's most recent financial statements available to the Agent as at the date of this Agreement; or

(B) 95 per cent. of that Luxembourg Guarantor's own funds (*capitaux propres*), as referred to in the Regulation as increased by the amount of any Subordinated Debt, each as reflected in that Luxembourg Guarantors' most recent financial statements available to the Agent at the time the Luxembourg Guarantee is called.

(ii) The limitation in clause (i) above shall not apply to any amounts borrowed by, or made available to, the applicable Luxembourg Guarantor or any of its direct or indirect present or future Subsidiaries under any Loan Document (or any document entered into in connection therewith).

(iii) The obligations and liabilities of any Luxembourg Guarantor under the Loan Documents and in particular under this Section 11.08(b) shall not include any obligation or liability which, if incurred, would constitute:

(A) a misuse of corporate assets as defined in article 1500-11 of the Companies Act 1915 or any other law or regulation having the same effect as interpreted by Luxembourg courts; or

(iv) without prejudice to the first paragraph in this Section 11.08, a breach of the prohibitions on the provision of financial assistance as referred to in article 430-19 of the Companies Act 1915 or any other law or regulation having the same effect as interpreted by Luxembourg courts.

(v) For the purposes of this Section 11.08(b):

***Companies Act 1915*** means the Luxembourg act dated 10 August 1915 concerning commercial companies, as amended.

***Subordinated Debt*** means any debt owed by a Luxembourg Guarantor to any other member of the Group which is subordinated in right of payment (whether generally or specifically) to any claim of any Finance Party under any of the Loan Documents.

(c) French Guarantors.

(i) In this Section 11.08(c):

(A) ***French Civil Code*** means the Code civil;

(B) ***French Commercial Code*** means the Code de commerce.

(ii) Notwithstanding anything set out to the contrary in this Agreement or any other Loan Document, the obligations and liabilities of each French Guarantor under the provisions of this Agreement (including this Article XI) or, the other Loan Documents to which it is a party, shall apply only insofar as required to:

(A) guarantee the payment obligations under the Loan Documents of its direct or indirect Subsidiaries which are or become Loan Parties from time to time under this Agreement and incurred by those Subsidiaries as Guarantors (if they are French Loan Parties); and

(B) guarantee the payment obligations of other Loan Parties (each a ***Guaranteed Obligor***) which are not direct or indirect Subsidiaries of that French Guarantor, provided that in such case such guarantee shall be limited:

(1) to the payment obligations of such Guaranteed Obligors under this Agreement; and

(2) up to an amount equal to the aggregate of all amounts incurred directly (as Borrower) or indirectly (by way of intra-group loans directly or indirectly from any other Borrower) by such Guaranteed Obligors and (without double counting) on-lent directly or indirectly to that French Guarantor and/or its Subsidiaries by way of intra-group loan(s) directly or indirectly and outstanding on the date on which the guarantee is enforced against that French Guarantor (the ***Maximum Guaranteed Amount***); it being specified that any payment made by such French Guarantor under this Section 11.08(c) in respect of the obligations of any other Guaranteed Obligor shall reduce to the same extent the outstanding amount of the intercompany loans (if any) due by such French Guarantor to that Guaranteed Obligor under the intercompany loan arrangements referred to above.

(iii) Any payment made by a French Guarantor in respect of Loan Parties referred to in clause (ii)(A) above whether as a result of a payment made pursuant to the guarantees granted under this Section 11.08(c) or under any intercompany loan referred to in clause (ii)(A) above shall reduce the Maximum Guaranteed Amount, in each case to the same extent of that payment.

(iv) Notwithstanding any other provision of this Section 11.08(c), no French Guarantor shall (or shall be deemed to) secure obligations and liabilities under this Agreement or any other Loan Document which would result in such French Guarantor not complying with French financial assistance rules as set out in article L. 225-216 of the French Commercial Code and/or would constitute a misuse of corporate assets within the meaning of article L. 241-3 or article L. 242-6 or L.244-1 of the French Commercial Code or any other law or regulation having similar effect, as interpreted by French courts.

(v) It is acknowledged that each French Guarantor shall be considered as jointly and severally liable with the other Guarantors as to its obligations pursuant to the guarantee given under this Section 11.08(c).

(vi) The limitations set out in clause (i) above shall apply mutatis mutandis to any Transaction Security created by any French Guarantor under the Transaction Security Documents and to any guarantee, undertaking, obligation, indemnity and payment, including distributions, cash sweeps, credits, loans and set-offs, pursuant to or permitted by the Loan Documents and made by a French Guarantor.

(d) Spain.

(i) The obligations and liabilities undertaken under this Section 11.08(d) or any other provision of this Agreement, a Collateral Document and any of the other Loan Documents by any Spanish Guarantor incorporated as a private limited liability company (*sociedad de responsabilidad limitada*) shall not include and shall not be extended to any obligation, guarantee, indemnity or liability incurred by any Loan Party as a result of such Loan Party borrowing (or guaranteeing the borrowing of) funds under this Agreement for the purpose of (1) acquiring quotas (*participaciones sociales*) representing the share capital of such Spanish Guarantor or quotas (*participaciones sociales*) or shares (*acciones*) representing the share capital of a company within its group or (2) refinancing a previous debt incurred for the acquisition of quotas (*participaciones sociales*) representing the share capital of such Spanish Guarantor or quotas (*participaciones sociales*) or shares (*acciones*) representing the share capital of a company within its group, and shall be deemed not to be undertaken or incurred by such Spanish Guarantor incorporated as a private limited liability company (*sociedad de responsabilidad limitada*) to the extent that the same would constitute unlawful financial assistance within the meaning of section 143.2 of the Spanish Companies Law, and, in that case, all provisions of this guarantee and indemnity shall be construed accordingly in the sense that, in no case, can any guarantee and indemnity or Transaction Security given by a Spanish Guarantor guarantee or secure repayment of the abovementioned funds.

(ii) The obligations and liabilities undertaken under this Section 11.08(d) or any other provision of this Agreement, a Collateral Document and any other Loan Documents by a Spanish Guarantor incorporated as a public limited liability company (*sociedad anónima*) shall not include and shall not extended to any obligation, guarantee, indemnity or liability incurred by any Loan Party as a result of such Loan Party borrowing (or guaranteeing the borrowing of) funds under this Agreement for the purpose of (1) acquiring shares (*acciones*) representing the share capital of such Spanish Guarantor or shares (*acciones*) or quotas (*participaciones sociales*) representing the share capital of its holding company or (2) refinancing a previous debt incurred for the acquisition of shares (*acciones*) representing the share capital of such Spanish Guarantor or shares (*acciones*) or quotas (*participaciones sociales*) representing the share capital of its holding company, and shall be deemed not to be undertaken or incurred by a such Spanish Guarantor incorporated as a public limited liability company (*sociedad anónima*) to the extent that the same would constitute unlawful financial assistance within the meaning of section 150 of the Spanish Companies Law, and, in that case, all provisions of this guarantee and indemnity shall be construed accordingly in the sense that, in no case, can any guarantee or Transaction Security given by a Spanish Guarantor guarantee or secure repayment of the abovementioned funds.

(iii) Each Spanish Guarantor declares that this Article XI constitutes a first demand guarantee (*garantía abstracta a primera demanda*) and hence the principles of *excusión*, order and/or division (*beneficio de excusión, orden y/o división*) under Article 1830 of the Spanish Civil Code are not applicable. Accordingly, the guarantee will not be affected and will maintain its validity and effectiveness even if the obligations assumed by such Spanish Guarantor under this Agreement and/or any Collateral Document become null or ineffective for any reason.

Furthermore, the Parties agree that in the event a Spanish Guarantor and its creditors were to enter into a voluntary arrangement (*convenio*) in the context of an insolvency proceeding affecting that Spanish Guarantor, the Parties hereto acknowledge and agree that the liabilities of the Guarantors (different from the insolvent Spanish Guarantor) (both under this guarantee and as providers of Transaction Security) and of the insolvent Spanish Obligor *vis-á-vis* the Finance Parties shall not be affected in any way by such voluntary arrangement (*convenio*) even if any of the Finance Parties voted in favor of, or acceded to, the relevant voluntary arrangement (*convenio*).

(e) United Kingdom.

No obligations and liabilities of a Guarantor's which is U.K. Subsidiary under this Agreement and under any other guarantee or indemnity provision in a Loan Document (the "Guarantee Obligations") will extend to include any obligation or liability; and no Collateral granted by such Guarantor will secure any Guarantee Obligation, in each case, if to the extent doing so would be unlawful financial assistance (including within the meaning of sections 678 or 679 of the Companies Act 2006 applicable to U.K. Subsidiaries or any equivalent provision of any other applicable law and notwithstanding any applicable exemptions and/or undertaking of any applicable prescribed whitewash or similar financial assistance procedures) in respect of the acquisition of shares in itself or its Parent Entity.

Section 11.09. [Reserved]

Section 11.10. Right of Contribution.

Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 11.04. The provisions of this Section 11.10 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

Section 11.11. Keepwell.

Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 11.11 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 11.11, or otherwise under this Guaranty, as it relates to such Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 11.11 shall remain in full force and effect until all Commitments hereunder have terminated, and all Loans or other Guaranteed Obligations hereunder which are accrued and payable have been paid or satisfied. Each Qualified ECP Guarantor intends that this Section 11.11 constitute, and this Section 11.11 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

Section 11.12. Guarantor Intent.

(a) Without prejudice to the generality of this Section, each Guarantor acknowledges that the Loan Documents may be amended from time to time.

(b) Each Guarantor confirms its intention that:

(i) any amendment to the Loan Documents is within the scope of the guaranty created under this Agreement; and

(ii) the guaranty created by this Agreement extends to any amount payable by any applicable Loan Party under or in connection with the Loan Documents as amended.

(c) Each Guarantor agrees that that the confirmations provided for in clause (b) above shall apply regardless of:

(i) why or how a Loan Document is amended (including the extent of the amendment and any change in or addition to the parties);

(ii) whether any amount payable by any Loan Party under or in connection with the amended Loan Document in any way relates to any amount that would or may have been payable had the amendment not taken place;

(iii) to the extent the Guarantor's liability under this Agreement (whether present or future, actual or contingent) or any right it may have as a result of entering into or performing its obligations under this Agreement, changes or may change as a result of the amendment; and

(iv) whether the Guarantor was aware of or consented to the amendment.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

KLEOPATRA HOLDINGS 2, as Topco and as a Guarantor

By:_____
Name:
Title:

KLEOPATRA FINCO S.À R.L., as the Company and a Borrower

By:_____
Name:
Title:

KLOCKNER PENTAPLAST OF AMERICA INC., as the U.S. Borrower

By:_____
Name:
Title:

KLÖCKNER PENTAPLAST GMBH, as the German Borrower

By:_____
Name:
Title:

[__], as a Guarantor

By:_____
Name:
Title:

[__], as a Guarantor

By:_____
Name:
Title:

[__], as Administrative Agent

By:_____
Name:
Title:

[__], as the Fronting Lender

By:_____
Name:
Title: