IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
AMERICAN TIRE DISTRIBUTORS, INC., *et al.*,[1]	)	Case No. 24-12391 (CTG)
Debtors.	)	(Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING, (B) GRANT SENIOR SECURED PRIMING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS AND (C) UTILIZE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES; (III) MODIFYING THE AUTOMATIC STAY; (IV) SCHEDULING FINAL HEARING; AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion") of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of this interim order (this "Interim Order") and a final order (the "Final Order") pursuant to sections 105, 361, 362, 363, 364, 503, 506 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the local bankruptcy rules for the District of Delaware (the "Local Bankruptcy Rules"), seeking, among other things:[2]

a. authorization for American Tire Distributors, Inc. ("Parent Borrower" and, in its capacity as borrower and administrative borrower under the DIP ABL Facility (as defined herein) for itself and certain other Debtors as borrowers thereunder, collectively, the "DIP ABL Borrowers" and individually, a

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are American Tire Distributors, Inc. (4594); ATD New Holdings II, Inc. (4985); ATD New Holdings III, Inc. (0977); ATD New Holdings, Inc. (3406); ATD Sourcing Solutions, LLC (5225); ATD Technology Solutions Inc. (N/A); FLX FWD Logistics, LLC (3334); Hercules Tire International Inc. (N/A); Terry's Tire Town Holdings, LLC (7409); The Hercules Tire & Rubber Company (3365); Tire Pros Francorp, LLC (1813); Tirebuyer.com, LLC (9093); and Torqata Data and Analytics LLC (4992). The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 12220 Herbert Wayne Court, Huntersville, NC 28078.

[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion, the DIP Term Loan Term Sheet (as defined herein) or the DIP ABL Credit Agreement (as defined herein), as applicable.

"DIP ABL Borrower") to obtain senior secured debtor in possession asset-based financing on a superpriority basis (the "DIP ABL Facility" and the loans and commitments extended thereunder, the "DIP ABL Loans" and, together with all obligations under the DIP ABL Facility, the "DIP ABL Obligations"), and for each of the other Debtors (collectively, the "DIP ABL Guarantors"; the DIP ABL Borrower and the DIP ABL Guarantors are hereinafter referred to as the "DIP ABL Loan Parties") to unconditionally guarantee the DIP ABL Borrower's obligations under the DIP ABL Facility, of up to $1,200,000,000.00 in the aggregate principal amount of a senior secured, superpriority, debtor in possession asset-based revolving credit facility, including a sublimit of up to $80,000,000.00 for the issuance of letters of credit, and providing for (i) the "roll up" of $49,213,830.99 in the face amount of undrawn letters of credit issued under the Prepetition ABL Facility (as defined herein), all Cash Management Obligations, and all Hedging Obligations (each as defined in the Prepetition ABL-FILO Credit Agreement) into the DIP ABL Facility and (ii) the refinancing of the Prepetition ABL Facility pursuant to a "creeping roll-up" whereby all cash, collections and proceeds of ABL Priority Collateral (as defined herein) pay down the Prepetition ABL Obligations (as defined herein), and any remaining outstanding Prepetition ABL Obligations, together with all accrued and unpaid interest, fees and expenses shall be fully "rolled" into the DIP ABL Facility and shall constitute DIP ABL Obligations (as defined herein) upon the entry of the Final Order granting such relief, all in accordance with the terms and conditions set forth in this Interim Order and that certain *Ratification and Amendment Agreement* (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, together with the schedules and exhibits attached thereto, the "DIP ABL Credit Agreement") attached hereto as **Exhibit 4**, by and among the DIP ABL Loan Parties, Wells Fargo Bank, National Association (in its individual capacity, "Wells Fargo"), as administrative agent and collateral agent (in such capacities, the "DIP ABL Agent"), the lenders party thereto (the "DIP ABL Lenders" and, together with the DIP ABL Agent, the "DIP ABL Secured Parties") and the other agreements, documents, instruments and/or amendments executed and delivered in connection therewith (collectively, the "DIP ABL Documents");

b. authorization for Parent Borrower, as the borrower (the "DIP Term Loan Borrower" and, together with the DIP ABL Borrower, the "Borrower"), to obtain senior secured postpetition financing on a superpriority basis under a term loan facility, (the "DIP Term Loan Facility" and, together with the DIP ABL Facility, the "DIP Facilities"; and together with all obligations under the DIP Term Loan Facility, the "DIP Term Loan Obligations" and, together with the DIP ABL Obligations, the "DIP Obligations") and for the Debtors (other than the DIP Term Loan Borrower) (collectively, the "DIP Term Loan Guarantors"; and together with the DIP Term Loan Borrower, collectively, the "DIP Term Loan Parties"; the DIP Term Loan Parties and

the DIP ABL Loan Parties are hereinafter referred to as the "Loan Parties") to guarantee unconditionally the DIP Term Loan Obligations, all in accordance with the terms and conditions set forth in this Interim Order, the Final Order and the DIP Term Loan Documents (as defined herein), including that certain *Senior Secured Debtor in Possession Term Loan Facility* (as amended, supplemented or otherwise modified from time to time in accordance with its terms and the terms of this Interim Order, the "DIP Term Loan Term Sheet"), attached hereto as **Exhibit 5**, and, collectively with the schedules and exhibits attached thereto, all other DIP Term Loan Facility Documents (as defined in the DIP Term Loan Term Sheet), (and all agreements, documents, instruments and/or amendments executed and delivered in connection therewith, the "DIP Term Loan Documents" and, together with the DIP ABL Documents, the "DIP Documents") among the DIP Term Loan Parties, the lenders party thereto (the "DIP Term Lenders" and, together with the DIP ABL Lenders, the "DIP Lenders") and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the "DIP Term Loan Agent" and, together with the DIP ABL Agent, the "DIP Agents" and, collectively with the DIP Lenders, the "DIP Secured Parties"), consisting of:

i. new money term loans in an aggregate principal amount of up to $250,000,000.00 available in two draws of which (A) a principal amount of $125,000,000.00 will be available in a single draw upon satisfaction of the conditions set forth in the DIP Term Loan Documents and the entry of this Interim Order (the "Interim New Money DIP Term Loans"), which Interim New Money DIP Term Loans shall be provided and funded through Jefferies Capital Service, LLC as fronting lender (the "Fronting Lender") in accordance with the terms of the DIP Term Loan Term Sheet, the Master Consent (as defined in the DIP Term Loan Term Sheet) and the Fronting Fee Letter (as defined in the DIP Term Loan Term Sheet), and (B) an additional principal amount equal to the undrawn portion of the DIP Term Loan Facility available in a single draw upon satisfaction of the conditions set forth in the DIP Term Loan Documents and the entry of the Final Order (the "Final New Money DIP Term Loans" and, together with the Interim New Money DIP Term Loans, the "New Money DIP Term Loans" and, together with all obligations related thereto and set forth the DIP Term Loan Documents, the "New Money DIP Term Loan Obligations") from the lenders providing such New Money DIP Term Loans (the "New Money DIP Term Lenders");[3]

[3] So long as the Fronting Lender is a holder of New Money DIP Term Loans, the Fronting Lender shall be included in the definition of New Money DIP Term Lenders.

ii. upon entry of this Interim Order, a "roll up" of all 2024 Delayed Draw FILO Obligations (as defined herein) into DIP Term Loan Obligations (such rolled up amounts, the "2024 FILO Roll-Up DIP Loans"); and

iii. upon entry of this Interim Order, a "roll up" of Prepetition Term Loan Obligations (as defined herein) held by the New Money DIP Loan Lenders (or any of their affiliates) on a 3 to 1 ratio of Prepetition Term Loan Obligations to Interim New Money DIP Term Loans actually funded and, upon entry of the Final Order, a "roll up" of additional Prepetition Term Loan Obligations held by the New Money DIP Loan Lenders on a 3 to 1 ratio of Prepetition Term Loan Obligations to Final New Money DIP Term Loans actually funded into DIP Term Loan Obligations (such rolled up amounts, the "Term Loan Roll-Up DIP Loans" and, collectively with the New Money DIP Term Loans and the 2024 FILO Roll-Up DIP Loans, the "DIP Term Loans"; and the DIP Term Loans together with the DIP ABL Loans, the "DIP Loans"; and the commitments in respect thereof, the "DIP Commitments");

c. authorization for the Loan Parties to execute and enter into the DIP Documents, including the Master Consent, the Fronting Fee Letter and any and all other documents related to the fronting or seasoning of the DIP Term Loans, and to perform all such other and further acts as may be required in connection therewith;

d. authorization for the Loan Parties to use the proceeds of the DIP Facilities, subject to the Approved Budget (as defined herein), this Interim Order and the Final Order, (i) to pay working capital and other general corporate needs of the Debtors in the ordinary course of business, (ii) to pay fees, costs and expenses of administering the Chapter 11 Cases, (iii) to pay obligations arising from or related to the Carve Out (as defined herein), (iv) to pay such other prepetition obligations as set forth in the Approved Budget, or otherwise as approved by the Court, subject to the prior written consent of the Required DIP ABL Lenders and Required Consenting New Money DIP Lenders (as defined in the DIP Term Loan Term Sheet), as applicable, acting in their sole discretion, (v) to pay agency fees and the reasonable and documented fees and expenses of the DIP Agents and DIP Lenders owed under the DIP Documents, (vi) to make any adequate protection payments and (vii) for any other purposes of the Debtors permitted by the Approved Budget or approved by the prior written consent of the Required DIP ABL Lenders and Required Consenting New Money DIP Lenders, as applicable, acting in their sole discretion;

e. authorization for the Debtors to use the Prepetition Collateral, including Cash Collateral (as such term is defined in Bankruptcy Code section 363(a)), in accordance with the terms of this Interim Order, the Final Order, the Approved Budget and the DIP Documents, and providing, among other things, adequate protection to the Prepetition Secured Parties for any

ABL/TL Diminution in Value (as defined herein) of their interests in the Estates' interests in the Prepetition Collateral, including Cash Collateral, and to the Specified Tire Vendors (as defined below) for any Tire Vendor Diminution in Value (as defined below) of their interests in the Estates' interest in the Tire Vendor Collateral (as defined below);

f. authorization for the Loan Parties to pay, on a final and irrevocable basis, the principal, interest, fees, expenses and other amounts payable under the DIP Documents as such become earned, due and payable, including, without limitation, all letters of credit, administrative and collateral agents' fees, fronting, undrawn commitments, closing, collateral monitoring, servicing and other fees including, without limitation, the OID, the Upfront Premium and the Exit Premium (each as defined in the DIP Term Loan Term Sheet), all to the extent provided in, and in accordance with, the DIP Documents;

g. the granting to the DIP ABL Agent of automatically perfected, valid, enforceable, non-avoidable and fully perfected liens and security interests pursuant to Bankruptcy Code sections 364(c)(2) and 364(c)(3) and priming liens pursuant to Bankruptcy Code section 364(d)(1) on the DIP Collateral and all proceeds thereof, including, subject to entry of the Final Order granting such relief, Avoidance Proceeds (as defined herein), subject and subordinate only to (i) the Carve Out, (ii) the Permitted Liens (as defined herein), if any, and, (iii) in respect of the DIP Term Priority Collateral (as defined herein), the prepetition and postpetition liens and security interests in favor of the DIP Term Loan Agent, the DIP Term Lenders and the Prepetition Term Loan Secured Parties with respect to the DIP Term Loan Facility and the Prepetition Term Loan Facility, in each case, on the terms and conditions set forth in this Interim Order (including the relative priorities set forth on **Exhibit 2** hereto), the Prepetition Secured Facilities Documents (as defined herein) and the DIP Documents (as defined herein), to secure the DIP ABL Obligations;

h. the granting to the DIP Term Loan Agent of automatically perfected, valid, enforceable, non-avoidable and fully perfected liens and security interests pursuant to Bankruptcy Code sections 364(c)(2) and 364(c)(3) and priming liens pursuant to Bankruptcy Code section 364(d)(1) on the DIP Collateral and all proceeds thereof, including, subject to entry of the Final Order granting such relief, Avoidance Proceeds, subject and subordinate only to (i) the Carve Out in all respects, (ii) the Permitted Liens, if any, and (iii) in respect of the ABL Priority Collateral, the prepetition and postpetition liens and security interests in favor of the DIP ABL Secured Parties and the Prepetition ABL Secured Parties with respect to the DIP ABL Obligations and the Prepetition ABL Obligations (as defined herein), in each case, on the terms and conditions set forth in this Interim Order (including the priorities set forth on **Exhibit 2** hereto), the Prepetition Secured Facilities

Documents (as defined herein) and the DIP Documents, to secure the DIP Term Loan Obligations;

i. the granting of superpriority administrative expense claims pursuant to Bankruptcy Code section 364(c)(1) against each of the Debtors' estates (the "Estates") to the DIP Secured Parties, with respect to the DIP Obligations, with priority over any and all administrative expenses of any kind or nature subject and subordinate only to the Carve Out on the terms and conditions set forth herein and in the DIP Documents;

j. subject to the entry of the Final Order granting such relief, authorization for the waiver of (x) the Debtors' and the Estates' ability to surcharge against the DIP Collateral or the Prepetition Collateral (as defined herein) pursuant to Bankruptcy Code section 506(c) with respect to the DIP Secured Parties or the Prepetition Secured Parties, as applicable, (y) the doctrine of "marshaling" and any other similar equitable doctrine with respect to the DIP Collateral and the Prepetition Collateral and (z) the applicability of the "equities of the case" exception under Bankruptcy Code section 552(b) with respect to the proceeds, products, offspring or profits of the Prepetition Collateral;

k. subject to the Notice Period (as defined herein), authorization for the DIP Secured Parties to exercise remedies under the DIP Documents on the terms described herein and therein, upon the occurrence and during the continuation of a DIP Termination Event (as defined herein);

l. waiver of any applicable stay (including under Bankruptcy Code section 362 and Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order; and

m. the scheduling of a final hearing (the "Final Hearing") to consider the relief requested in the Motion on a final basis and entry of the Final Order, and approval of 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 First Day Declaration, the DIP Documents and the evidence submitted and argument made at the interim hearing (the "Interim Hearing"); and notice of the Motion and Interim Hearing having been provided in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d) and 9014 and all applicable Local Bankruptcy 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 relief

requested in the Motion on an interim basis as set forth in this Interim Order is necessary to avoid immediate and irreparable harm to the Debtors and the Estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors and the Estates, and is essential for the continued operation of the Debtors' business and the preservation of the value of the Debtors' Estates; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; 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 HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. *Disposition*. The relief requested in the Motion is granted on an interim basis in accordance with the terms of this Interim Order. Any objections to the Motion with respect to the entry of this Interim Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits. This Interim Order shall become effective immediately upon its entry and any applicable stay (including under Bankruptcy Rule 6004) is waived to permit such effectiveness.

B. *Petition Date*. On October 22, 2024 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court") commencing these Chapter 11 Cases.

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

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

D. *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. §§ 157 and 1334. The Court's consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for these Chapter 11 Cases and proceedings on the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution.

E. *Committee*. As of the date hereof, the United States Trustee for the District of Delaware (the "U.S. Trustee") has not yet appointed an official committee of unsecured creditors pursuant to Bankruptcy Code section 1102 (any such committee, the "Creditors' Committee").

F. *Notice*. Upon the record presented to this Court at the Interim Hearing, and under the exigent circumstances set forth therein, notice of the Motion and the relief requested thereby and granted in this Interim Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) and Local Bankruptcy Rule 9013-1(m), which notice was appropriate under the circumstances and sufficient for the Motion. No other or further notice of the Motion or entry of this Interim Order is required. The relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and the Estates pending the Final Hearing, and it is a proper exercise of the Debtors' business judgment to incur the DIP Facilities 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, to pay adequate protection and to satisfy other working capital and operational needs.

G. *Debtors' Stipulations*. Without prejudice to the rights of any party in interest (but subject in all respects to the limitations set forth in paragraph 27 herein) the Debtors admit, stipulate, acknowledge and agree that:

(a) *Prepetition ABL Facility and 2024 Delayed Draw FILO Facility.*

(i) Pursuant to that certain ABL Credit Agreement, dated as of October 22, 2021, by and among Wells Fargo, as Administrative Agent and Collateral Agent (each as defined in the Prepetition ABL-FILO Credit Agreement (as defined below)) (respectively, in such capacities, the "Prepetition ABL Agent"), the lenders party thereto (the "Prepetition ABL Lenders"[5] and, together with the Prepetition ABL Agent, the "Prepetition ABL Secured Parties"), Wells Fargo, as "2024 Delayed Draw FILO Collateral Agent" (as defined in the Prepetition ABL-FILO Credit Agreement) (the "2024 Delayed Draw FILO Agent"), the 2024 Delayed Draw FILO Lenders (as defined in the Prepetition ABL-FILO Credit Agreement) (the "2024 Delayed Draw FILO Lenders" and, together with the 2024 Delayed Draw FILO Agent, the "2024 Delayed Draw FILO Secured Parties"), American Tire Distributors, Inc., as the borrower and certain of the other Debtors as borrowers thereunder (in such capacity, the "Prepetition ABL-FILO Borrowers") and certain other Debtors as guarantors thereunder (in such capacities, the "Prepetition ABL-FILO Guarantors" and, together with the Prepetition ABL-FILO Borrowers, the "Prepetition ABL-FILO Obligors"), the Prepetition ABL Lenders and the 2024 Delayed Draw FILO Lenders party thereto (as amended by that certain First Amendment to ABL Credit Agreement, dated as of April 13,

[5] For the avoidance of doubt, the definition of Prepetition ABL Lenders does not include the 2024 Delayed Draw FILO Lenders.

2023, that certain Second Amendment to ABL Credit Agreement dated as of July 16, 2024 and that certain Third Amendment to ABL Credit Agreement dated as of July 24, 2024, and as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition ABL-FILO Credit Agreement" and, together with the Prepetition Intercreditor Agreements (as defined herein), and the security agreements, pledge agreements and other security documents executed by any of the Prepetition ABL-FILO Obligors in favor of the Prepetition ABL Secured Parties and the 2024 Delayed Draw FILO Secured Parties, the other Loan Documents (as defined in the Prepetition ABL-FILO Credit Agreement), and the Master Agreement (as defined below), the "Prepetition ABL-FILO Credit Documents"), the Prepetition ABL Lenders provided the Prepetition ABL-FILO Obligors with an asset based revolving credit facility in the aggregate principal amount of $1,100,000,000.00 in respect of the revolving loans thereunder, including a Letter of Credit Sublimit (as defined in the Prepetition ABL-FILO Credit Agreement) equal to the lesser of (x) $80,000,000.00 and (y) the aggregate amount of the Revolving Credit Commitments (as defined in the Prepetition ABL-FILO Credit Agreement) and Hedging Obligations, plus a first-in-last-out term loan facility in the aggregate principal amount of $100,000,000.00 in respect of the term loans thereunder (collectively, the "Prepetition ABL Facility" and, the loans thereunder, the "Prepetition ABL Loans"). Each of the Prepetition ABL-FILO Credit Documents is valid, binding and enforceable in accordance with its terms.

(ii) Pursuant to the Prepetition ABL-FILO Credit Agreement, the 2024 Delayed Draw FILO Lenders provided the Prepetition ABL-FILO Borrowers a first-in-last-out delayed draw term loan facility in the aggregate principal amount of $75,000,000.00 in respect of the term loans thereunder (collectively, the "2024 Delayed Draw FILO Facility" and, the term loans thereunder, the "2024 Delayed Draw FILO Loans").

(iii) Pursuant to that certain 1992 ISDA Master Agreement (Multicurrency - Cross Border) dated as of November 12, 2019, between CITIBANK, N.A. (the "Hedge Bank") and Parent Borrower, as amended by that certain Amendment Agreement No. 1 dated as of March 12, 2024 (as further amended, supplemented or modified, and including all schedules, annexes and exhibits thereto, and all confirmations exchanged pursuant to transactions entered into in connection therewith (including the transactions between the Hedge Bank and Parent Borrower, each with a trade date of August 18, 2023 (Deal No. 94079151 and Deal No. 94093426)), collectively, the "Master Agreement,"), the Parent Borrower entered into a Secured Hedge Agreement as provided for under the Prepetition ABL-FILO Credit Agreement, which Master Agreement was terminated on October 22, 2024, resulting in a secured claim by the Hedge Bank against the Debtors in the amount of $5,188,119, plus interest accruing at the default rate and reasonable and documented fees and expenses of the Hedge Bank.

(iv) As of the close of business on October 21, 2024, the Prepetition ABL-FILO Obligors were justly and lawfully indebted and liable to the Prepetition ABL Secured Parties, without defense, counterclaim or offset of any kind, in the aggregate principal amount of approximately $775,470,810.00 in respect of Prepetition ABL Loans made and approximately $49,213,830.99 in respect of issued and undrawn letters of credit, pursuant to and in accordance with the terms of the Prepetition ABL-FILO Credit Documents, plus accrued and unpaid interest, fees, expenses (including attorneys', accountants', appraisers' and financial advisors' fees, to the extent chargeable or reimbursable under the Prepetition ABL-FILO Credit Documents), charges, indemnities and other Revolving Credit Commitments (as defined in the Prepetition ABL-FILO Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), plus all Cash Management Obligations (as defined in the Prepetition ABL-FILO

Credit Agreement) and all Hedging Obligations (including all obligations arising under the Master Agreement), all of which constitute the "Prepetition ABL Obligations," and have been guaranteed on a joint and several basis by the Prepetition ABL-FILO Guarantors.

(v) As of the Petition Date, the Prepetition ABL-FILO Obligors were justly and lawfully indebted and liable to the 2024 Delayed Draw FILO Secured Parties, without defense, counterclaim or offset of any kind, in the aggregate principal amount of approximately $75,000,000.00 in respect of 2024 Delayed Draw FILO Loans made pursuant to, and in accordance with the terms of, the Prepetition ABL-FILO Credit Documents, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition ABL-FILO Credit Documents), charges, indemnities, premiums, including the 2024 Delayed Draw FILO Prepayment Premium (as defined in the Prepetition ABL-FILO Credit Documents) in the amount of $15,069,815.12, and other 2024 Delayed Draw FILO Commitments (as defined in the Prepetition ABL-FILO Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition ABL-FILO Credit Documents (collectively, the "2024 Delayed Draw FILO Obligations"), which 2024 Delayed Draw FILO Obligations have been guaranteed on a joint and several basis by the Prepetition ABL-FILO Guarantors.

(vi) The Prepetition ABL Obligations and the 2024 Delayed Draw FILO Obligations constitute legal, valid and binding obligations of the Prepetition ABL-FILO Obligors, enforceable in accordance with the terms of the Prepetition ABL-FILO Credit Documents; and no portion of the Prepetition ABL Obligations or 2024 Delayed Draw FILO Obligations, or any payments made to the Prepetition ABL Secured Parties or the 2024 Delayed Draw FILO Secured

Parties or applied to or paid on account of the Prepetition ABL Obligations or the 2024 Delayed Draw FILO Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

(vii) The liens and security interests granted to the Prepetition ABL Agent and the 2024 Delayed Draw FILO Agent, on behalf of the Prepetition ABL Secured Parties with respect to the Prepetition ABL Obligations (the "Prepetition ABL Liens"), and on behalf of the 2024 Delayed Draw FILO Secured Parties with respect to the 2024 Delayed Draw FILO Obligations (the "2024 Delayed Draw FILO Liens"), as applicable, and in each case pursuant to and in connection with the Prepetition ABL-FILO Credit Documents are (i) valid, binding, perfected and enforceable liens and security interests in the Prepetition ABL Priority Collateral[6] and the Prepetition Term Loan Priority Collateral[7] (the Prepetition ABL Priority Collateral and the Prepetition Term Loan Priority Collateral, collectively, the "Prepetition Collateral"), in each case subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1**, and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

[6] "Prepetition ABL Priority Collateral" has the meaning given to "ABL Priority Collateral" in the Prepetition ABL/Term Loan Intercreditor Agreement.

[7] "Prepetition Term Loan Priority Collateral" has the meaning given to "Term Loan Priority Collateral" in the Prepetition ABL/Term Loan Intercreditor Agreement.

(b) *Prepetition Term Loans.*

(i) Pursuant to that certain Term Loan Credit Agreement, dated as of October 22, 2021, by and among American Tire Distributors, Inc., as the borrower (the "Prepetition Term Loan Borrower"), ATD New Holdings III, Inc. (ATD New Holdings III, Inc., collectively with the Prepetition Term Loan Borrower and Subsidiary Guarantors (as defined therein), the "Prepetition Term Loan Obligors"), Bank of America, N.A., as administrative agent and collateral agent (the "Prepetition Term Loan Agent" and, together with the Prepetition ABL Agent and the 2024 Delayed Draw FILO Agent, the "Prepetition Secured Agents"), and the lenders party thereto (the "Prepetition Term Loan Lenders" and, together with the Prepetition Term Loan Agent, the "Prepetition Term Loan Secured Parties" and, collectively with the Prepetition ABL Secured Parties, the 2024 Delayed Draw FILO Secured Parties, and the Hedge Bank, the "Prepetition Secured Parties") (as amended by that certain First Amendment to Term Loan Credit Agreement, dated as of March 26, 2023, that certain Second Amendment to Term Loan Credit Agreement dated as of March 26, 2023 and that certain Third Amendment to Term Loan Credit Agreement dated as of July 24, 2024, as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Term Loan Credit Agreement" and, collectively with the Prepetition Intercreditor Agreements and the security agreements, pledge agreements and other security documents executed by any of the Prepetition Term Loan Obligors in favor of the Prepetition Term Loan Secured Parties and the other Loan Documents (as defined in Prepetition Term Loan Credit Agreement), the "Prepetition Term Loan Documents" and, together with the Prepetition ABL-FILO Credit Documents, the "Prepetition Secured Facilities Documents"), the Prepetition Term Loan Lenders provided the Prepetition Term Loan Borrower with a term loan facility in the aggregate principal amount of $1,000,000,000.00 (the "Prepetition Term Loan

Facility" and, the loans thereunder, the "Prepetition Term Loans"). Each of the Prepetition Term Loan Documents is valid, binding and enforceable in accordance with its terms.

(ii) As of the Petition Date, the Prepetition Term Loan Obligors were justly and lawfully indebted and liable to the Prepetition Term Loan Secured Parties in respect of the Prepetition Term Loans in the aggregate principal amount of no less than $975,000,000.00, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, that are chargeable or reimbursable under the Prepetition Term Loan Documents), charges, indemnities, premiums and other Obligations (as defined in the Prepetition Term Loan Credit Agreement) incurred in connection therewith (whether arising before, on or after the Petition Date), as provided in the Prepetition Term Loan Documents (collectively, the "Prepetition Term Loan Obligations" and, together with the Prepetition ABL Obligations and the 2024 Delayed Draw FILO Obligations, the "Prepetition Secured Obligations").

(iii) The liens and security interests granted to the Prepetition Term Loan Secured Parties (the "Prepetition Term Loan Liens" and collectively with the 2024 Delayed Draw FILO Liens and the Prepetition ABL Liens, the "Prepetition Liens") pursuant to and in connection with the Prepetition Term Loan Documents are (i) valid, binding, perfected and enforceable liens and security interests in the Prepetition Collateral, subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1** and (ii) not subject to avoidance, recharacterization, subordination, recovery, attack, effect, counterclaim, defense or claim under the Bankruptcy Code or applicable non-bankruptcy law.

(c) *Validity, Perfection and Priority of Prepetition Liens and Prepetition Obligations*. As of the Petition Date, (i) the Prepetition Liens on the Prepetition Collateral were and continue to be valid, binding, enforceable, non-avoidable and properly perfected, and were granted to, or for

the benefit of, the Prepetition Secured Parties, as applicable, for fair consideration and reasonably equivalent value; (ii) subject to the relative priorities described in the Prepetition Secured Facilities Documents as set forth on **Exhibit 1**, the Prepetition Liens were senior in priority over any and all other liens on the Prepetition Collateral, other than any lien over the assets of the Debtors senior by operation of law or otherwise permitted to be senior by the Prepetition Secured Facilities Documents and solely to the extent such liens were valid, enforceable, non-avoidable and perfected liens in existence on the Petition Date, including valid liens in existence on the Petition Date that are perfected after the Petition Date as permitted by Bankruptcy Code section 546(b) (such liens, the "Permitted Liens"); (iii) the Prepetition Secured Obligations constitute legal, valid, binding and non-avoidable obligations of the applicable Debtors enforceable in accordance with the terms of the applicable Prepetition Secured Facilities Documents; (iv) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (v) the Debtors and the Estates have no claims, objections, challenges, causes of action and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Secured Facilities Documents; and (vi) the Debtors waive, discharge and release any right to challenge any of the Prepetition Secured

Obligations, the priority of the Debtors' obligations thereunder and the validity, extent and priority of the Prepetition Liens securing the Prepetition Secured Obligations.

(d) *Prepetition Intercreditor Agreements and Tire Vendor Subordination Agreements*. Pursuant to Bankruptcy Code section 510, any applicable intercreditor or subordination provisions contained in any of, or entered into as permitted by and in accordance with, the Prepetition Secured Facilities Documents, including (i) that certain Amended and Restated Intercreditor Agreement, dated as of July 24, 2024, by and among the Prepetition ABL Agent, the Prepetition Term Loan Agent and the 2024 Delayed Draw FILO Agent (the "Prepetition ABL/Term Loan Intercreditor Agreement"), (ii) that certain Pari Passu Intercreditor Agreement (as defined in the Prepetition ABL/Term Loan Intercreditor Agreement) ((i)-(ii), together, each as amended, supplemented or otherwise modified prior to the date hereof, the "Prepetition Intercreditor Agreements") and (iii) the Tire Vendor Subordination Agreements (as defined below) shall (i) remain in full force and effect and (ii) not be deemed to be amended, altered or modified by the terms of this Interim Order or the DIP Documents, in each case, unless expressly set forth herein or therein.

(e) *Cash Collateral*. All cash, securities, cash equivalents and other property of the Debtors (and the proceeds therefrom) as of the Petition Date, including, without limitation, all cash proceeds of the Prepetition Collateral (including cash on deposit in any account with any depository institution (collectively, the "Depository Institutions") as of the Petition Date, securities or other property, whether subject to control agreements or otherwise, in each case that constitutes Prepetition Collateral) and all cash securities or other property (and the proceeds therefrom) and other amounts on deposit or maintained by such parties at the Depository Institutions were subject to rights of set-off and valid, perfected, enforceable liens under the applicable Prepetition Secured Facilities Documents and applicable law for the benefit of the applicable Prepetition Secured

Parties, respectively, and are "cash collateral" of the Prepetition Secured Parties within the meaning of Bankruptcy Code section 363(a) ("Cash Collateral").

(f) *Tire Vendor Liens/Lien Subordinations*. Prior to the Petition Date, Bridgestone/Firestone, Inc. ("Bridgestone"), Pirelli Tire LLC ("Pirelli") and The Goodyear Tire & Rubber Company ("Goodyear" and, collectively with Bridgestone and Pirelli, the "Specified Tire Vendors") filed UCC financing statements naming American Tire Distributors, Inc. as debtor and describing the collateral generally as inventory distributed, sold or delivered by Bridgestone, Pirelli, and Goodyear (or any of its wholly-owned subsidiaries), respectively, to American Tire Distributors, Inc. The inventory liens asserted by the Specified Tire Vendors concern only the Prepetition ABL Priority Collateral and are subordinated to the Prepetition Liens on the Prepetition ABL Priority Collateral in American Tire Distributor, Inc.'s inventory and proceeds pursuant to (a) the Subordination Agreement, dated as of August 14, 2001, by and among Bridgestone/Firestone, Inc., Fleet Capital Corporation, as administrative agent for the financial institutions party to the Lender Loan Agreement from time to time, Heafner Tire Group, Inc., The Speed Merchant, Inc., California Tire Company, T.O. Haas Holding Co., Inc., T.O. Haas Tire Company, Inc., and Haas Investment Company, (b) the Lien Subordination Agreement, dated as of March 13, 2019, between Wells Fargo Bank, National Association, as administrative agent for lenders, and Pirelli Tire LLC and (c) the Vendor Lien Subordination Agreement, dated as of February 19, 2019, between Wells Fargo Bank, National Association, as administrative agent for lenders, and Cooper Tire & Rubber Company ("Cooper").[8] Any liens asserted by the Specified

[8] On September 12, 2024, Debtors American Tire Distributors, Inc. and Hercules Tire and Rubber Company (together, "ATD") and Goodyear (as successor in interest to Cooper) and executed a letter agreement acknowledging that Goodyear had acquired Cooper and assigned to Goodyear all of Cooper's agreements and manufacturing and supply obligations relating to ATD.

Tire Vendors are hereinafter collectively referred to as the "Tire Vendor Liens," and the inventory in which each Specified Tire Vendor asserts a lien is hereinafter collectively referred to as the "Tire Vendor Collateral." The subordination agreements with the Specified Tire Vendors described above are collectively referred to as the "Tire Vendor Subordination Agreements." As of the Petition Date, the Debtors estimate outstanding accounts payable to Bridgestone, Pirelli, and Goodyear owing by American Tire Distributors, Inc. in the approximate amounts of $59.3 million, $42.9 million, and $135.7 million, respectively (collectively, the "Tire Vendor Obligations").

I. *Findings Regarding the DIP Facilities and Cash Collateral*.

(a) Good and sufficient cause has been shown for the entry of this Interim Order and for authorizing the Debtors to obtain financing pursuant to the DIP Facilities and to use Cash Collateral and to authorize the provision of adequate protection as a proper exercise of the Debtors' business judgment and to avoid immediate and irreparable loss or damage to the Debtors and the Estates.

(b) The Court finds that (i) it is a proper exercise of the Debtors' business judgment to incur the DIP Facilities in order to, among other things, (a) support the orderly continuation of the operation of their businesses, (b) maintain business relationships with vendors, suppliers, customers and other parties, (c) make capital expenditures, investments and pay ongoing costs of operations in accordance with the Approved Budget, (d) make adequate protection payments and (e) pay the costs of administration of the Chapter 11 Cases and satisfy other working capital and general corporate purposes of the Debtors; and (ii) the interim relief requested in the Motion is necessary to avoid the immediate and irreparable harm that would ensue should the Debtors not obtain the DIP Facilities. The Debtors will not have sufficient sources of working capital and financing to operate their businesses or maintain their assets in the ordinary course of

business throughout the Chapter 11 Cases without the DIP Facilities and authorized use of Cash Collateral.

(c) As set forth in the DIP Declarations and the First Day Declaration, the Debtors are unable to obtain financing or other financial accommodations on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors are also unable to obtain unsecured and/or secured credit allowable under Bankruptcy Code sections 364(c)(1), 364(c)(2) and 364(c)(3) without granting to the DIP Agents and the DIP Lenders, in each case subject to the Carve Out and the Permitted Liens, the DIP Liens and the DIP Superpriority Claims and incurring the Adequate Protection Obligations, in each case, under the terms and conditions set forth in this Interim Order and in the DIP Documents.

(d) Upon (i) entry of this Interim Order, without any further action by the Debtors or any other party, but subject to paragraph 27 herein, (1) all DIP ABL Loans made or advanced under the DIP ABL Facility and all obligations arising under the DIP ABL Facility in connection therewith shall be deemed, on a dollar-for-dollar basis, DIP ABL Obligations, (2) all Cash Management Obligations, Hedging Obligations and issued and outstanding Letters of Credit (each as defined in the Prepetition ABL-FILO Credit Agreement) shall automatically be deemed exchanged for and issued under the DIP ABL Credit Agreement and shall constitute DIP ABL Obligations (the "Initial ABL Roll-Up"), and (3) all cash, collections and proceeds of DIP ABL Priority Collateral collected or received on and after the Petition Date shall be deemed, on a dollar-for-dollar basis, to reduce the Prepetition ABL Obligations and be deemed to be DIP ABL Obligations in the same amount on a dollar-for-dollar basis (the "Creeping ABL Roll-Up"), and

(ii) entry of the Final Order granting such relief, but subject to paragraph 27 herein, all remaining outstanding Prepetition ABL Obligations, if any, shall automatically be deemed exchanged and converted on a cashless basis into and constitute DIP ABL Obligations (the "Full ABL Roll-Up" and, collectively with the Initial ABL Roll-Up and the Creeping ABL Roll-Up, the "DIP ABL Roll-Up Obligations"). The Prepetition ABL Secured Parties would not otherwise consent to the use of their Cash Collateral, and the DIP ABL Agent and the DIP ABL Lenders would not be willing to provide the DIP ABL Facility or extend credit to the Debtors thereunder, without the inclusion of (i) the Initial ABL Roll-Up and the Creeping ABL Roll-Up, upon entry of this Interim Order, and (ii) the Full ABL Roll-Up, upon entry of the Final Order. The DIP ABL Roll-Up Obligations shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition ABL Lenders to fund amounts under the DIP ABL Facility and not as adequate protection for, or otherwise on account of, any Prepetition ABL Obligations. Because the DIP ABL Roll-Up Obligations are subject to the reservation of rights in paragraph 27 herein, they will not prejudice the right of any other party in interest.

(e) Upon entry of this Interim Order, without any further action by the Debtors or any other party, but subject to paragraph 27 herein, (i) all outstanding 2024 Delayed Draw FILO Obligations shall automatically be deemed exchanged and converted on a cashless basis into and constitute DIP Term Loan Obligations (such DIP Term Loan Obligations, the "2024 FILO Roll-Up DIP Obligations"), and (ii) certain Prepetition Term Loan Obligations shall automatically be deemed exchanged and converted on a cashless basis into and constitute DIP Term Loan Obligations as follows: for every dollar of New Money DIP Term Loans funded by a New Money DIP Term Lender, three dollars of the Prepetition Term Loan Obligations beneficially owned by such New Money DIP Term Lender (or any of its affiliates) as of the date of such funding shall be

deemed exchanged and converted on a cashless basis into and shall constitute DIP Term Loan Obligations until the ratio of New Money DIP Term Loans funded by such New Money DIP Term Lender to rolled up Prepetition Term Loan Obligations of such New Money DIP Term Lender (or any of its affiliates) reaches 1:3 (the "Prepetition Term Loan Roll-Up DIP Obligations" and, together with the 2024 FILO Roll-Up DIP Obligations, the "DIP Term Loan Roll-Up Obligations"). The Prepetition Term Loan Secured Parties would not otherwise consent to the use of the Prepetition Collateral (including Cash Collateral), and the New Money DIP Term Lenders would not be willing to provide the New Money DIP Term Loans or extend credit to the Debtors under the DIP Term Loan Facility, without the inclusion of (i) the 2024 FILO Roll-Up DIP Obligations and (ii) the Prepetition Term Loan Roll-Up DIP Obligations, each upon entry of this Interim Order. The DIP Term Loan Roll-Up Obligations shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition Term Loan Lenders to fund amounts under the DIP Term Loan Facility and not as adequate protection for, or otherwise on account of, any 2024 Delayed Draw FILO Obligations or Prepetition Term Loan Obligations. Because the DIP Term Loan Roll-Up Obligations are subject to the reservation of rights in paragraph 27 herein, they will not prejudice the right of any other party in interest.

(f) Based on the Motion, the DIP Declarations and the First Day Declaration, and the record presented to the Court at the Interim Hearing, the terms of the DIP Facilities and the terms on which the Debtors may continue to use the Prepetition Collateral (including Cash Collateral) pursuant to this Interim Order and the DIP Documents are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and provide the Debtors reasonably equivalent value and fair consideration.

(g) The Prepetition Secured Parties have consented or are deemed to have consented to the Debtors' use of Cash Collateral and the other Prepetition Collateral (solely in accordance with the terms of this Interim Order and the DIP Documents), and the Loan Parties' entry into the DIP Documents in accordance with and subject to the terms and conditions set forth in this Interim Order and the DIP Documents.

(h) The DIP Facilities and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's-length among the Debtors, the DIP Agents, the DIP Lenders and the Prepetition Secured Parties and all of the Loan Parties' obligations and indebtedness arising under, in respect of or in connection with the DIP Facilities and the DIP Documents, including, without limitation: (i) all DIP Loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and (ii) any DIP Obligations shall be deemed to have been extended by the DIP Agents and the DIP Lenders in good faith, as that term is used in Bankruptcy Code section 364(e) and in express reliance upon the protections offered by Bankruptcy Code section 364(e), and the DIP Agents and the DIP Lenders (and the successors and assigns thereof) shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Interim Order or any provision hereof is reversed or modified on appeal.

(i) The Prepetition Secured Parties have acted in good faith regarding the DIP Facilities and the Debtors' use of the Prepetition Collateral (including Cash Collateral) to fund the administration of the Estates and continued operation of their businesses (including the incurrence and payment of the Adequate Protection Obligations and the granting of Adequate Protection Liens), in accordance with the terms hereof, and the Prepetition Secured Parties (and the successors and assigns thereof) shall be entitled to the full protection of Bankruptcy Code section 363(m) in

the event that this Interim Order or any provision hereof is vacated, reversed or modified on appeal or otherwise.

(j) Subject to the Carve Out, the Prepetition Secured Parties are entitled to the adequate protection as and to the extent set forth herein pursuant to Bankruptcy Code sections 105, 361, 362, 363 and 364. Based on the Motion, the DIP Declarations and on the record presented to the Court, the terms of the proposed adequate protection arrangements for the use of and diminution of value of the Prepetition Collateral (including Cash Collateral), if any, are fair and reasonable, and reflect the Debtors' prudent exercise of business judgment; *provided* that nothing in this Interim Order or the other DIP Documents shall (w) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral, other than on the terms set forth in this Interim Order and in the context of the DIP Facilities authorized by this Interim Order, (x) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Prepetition Collateral (whether senior or junior), (y) prejudice, limit or otherwise impair the rights of any of the Prepetition Secured Parties, subject to any applicable provisions of the Prepetition Intercreditor Agreements, to seek new, different or additional adequate protection or assert the interests of any of the Prepetition Secured Parties or (z) in the event of any such request for new, different or additional relief per clause (y) of this subparagraph, all parties' rights (including the Debtors') to oppose such relief are fully reserved.

(k) Holders constituting required lenders under the applicable Prepetition Secured Facilities Documents have consented to, or are deemed to consent to, conditioned upon the entry of this Interim Order, the Debtors' incurrence of the DIP Facilities and proposed use of the Prepetition Collateral (including Cash Collateral) on the terms and conditions set forth in this

Interim Order, including, without limitation, the terms of the adequate protection provided for in this Interim Order.

(l) Good cause has been shown for entry of this Interim Order, and entry of this Interim Order is in the best interests of the Debtors' Estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing businesses and enhance the Debtors' prospects for a successful restructuring. Absent granting the relief sought by this Interim Order, the Debtors' Estates will be immediately and irreparably harmed.

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

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on an interim basis as set forth herein. The DIP Facilities are approved on an interim basis. The use of Cash Collateral on an interim basis is authorized, subject to the terms of this Interim Order.

2. Objections Overruled. Any objections, reservations of rights or other statements with respect to entry of this Interim Order, to the extent not withdrawn or resolved, are overruled on the merits. This Interim Order shall become effective immediately upon its entry.

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

(a) The Loan Parties are hereby authorized to execute, enter into and perform all obligations under the DIP Documents. The DIP ABL Borrowers and DIP Term Loan Borrower are hereby authorized pursuant to this Interim Order to forthwith borrow money, obtain letters of credit and incur and designate cash management obligations or hedging obligations as DIP Obligations pursuant to the applicable DIP Documents, and the DIP ABL Guarantors and DIP Term Loan Guarantors are hereby authorized to guarantee their respective borrowers' obligations

with respect to such borrowings and letters of credit as described herein, subject to any conditions and limitations under the DIP Documents, which shall be used for all purposes as outlined herein and under the DIP Documents, including, without limitation and as applicable, (i) to pay working capital and other general corporate needs of the Debtors in the ordinary course of business, in each case in accordance with the Approved Budget (subject to Permitted Variances (as defined in the DIP Documents)), (ii) to pay fees, costs and expenses of administering the Chapter 11 Cases, in each case in accordance with the Approved Budget (subject to Permitted Variances), (iii) to pay obligations arising from or related to the Carve Out, (iv) to pay such other prepetition obligations as set forth in the Approved Budget (subject to Permitted Variances), or otherwise as approved by the Court, subject to the prior written consent of the Required DIP ABL Lenders and Required Consenting New Money DIP Lenders, as applicable, acting in their sole discretion, (v) to pay agency fees and the reasonable and documented fees and expenses of the DIP Agents and DIP Lenders owed under the DIP Documents, (vi) to make any adequate protection payments provided for herein and (vii) for any other purposes of the Debtors permitted by the Approved Budget (subject to Permitted Variances) or approved by the prior written consent of the Required DIP ABL Lenders and Required Consenting New Money DIP Lenders, as applicable, acting in their sole discretion.

(b) The DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, the Estates and any successors thereto, including, without limitation, any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). Upon entry of this Interim Order,

the DIP Obligations will include all loans, letter of credit reimbursement obligations and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Agents or any of the other DIP Secured Parties, in each case, under, or secured by, the DIP Documents or this Interim Order, including, without limitation, all principal, accrued interest, costs, fees, expenses and other amounts owing under the DIP Documents, and all cash management and bank product exposure and hedging exposure and obligations to the extent provided under the DIP Documents. The DIP Obligations shall be due and payable, without notice or demand, on the Maturity Date (as defined in the DIP ABL Credit Agreement) and the DIP Term Loan Facility Termination Date (as defined in the DIP Term Loan Term Sheet). Except as expressly set forth in this Interim Order, including paragraph 27 and the Carve Out, no obligation, payment, transfer or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens, and including in connection with any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under Bankruptcy Code sections 502(d), 544 and 547 to 550 or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise, other than the Carve Out), counterclaim, cross-claim, defense or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(c) Upon entry of this Interim Order, the DIP ABL Facility, the Initial ABL Roll-Up and the Creeping Roll-Up are approved. The authorization of the DIP ABL Roll-Up

Obligations shall be subject to the reservation of rights set forth in paragraph 27 of this Interim Order and, in the event of a successful Challenge (as defined herein), the Court may fashion any appropriate remedy. The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP ABL Documents, and to incur and to perform the DIP ABL Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP ABL 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 ABL Facility and the creation and perfection of the DIP Liens described in and provided for by this Interim Order and the DIP ABL Documents, including, the joint and several guarantee of all of the DIP ABL Obligations and such acts as shall be necessary or desirable in order to effect the Initial ABL Roll-Up and the Creeping Roll-Up. The Debtors are hereby authorized to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses and other amounts described in the DIP ABL Documents as such amounts become due and payable and without need to obtain further Court approval, including, without limitation, closing fees, arrangement fees, letter of credit fees (including issuance, fronting and other related charges), unused facility fees, continuing commitment fees, backstop fees, servicing fees, audit fees, appraisal fees, liquidator fees, structuring fees, administrative agent's fees, collateral agent's fees and the reasonable fees and disbursements of the DIP ABL Agent's attorneys, advisors, accountants and other consultants, whether or not such fees arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, to implement all applicable reserves and to take any other actions that may be necessary or appropriate, all to the extent provided in this Interim Order or the DIP ABL Documents. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations or otherwise, will be

deposited and applied as required by this Interim Order and the DIP ABL Documents until such time as the DIP Obligations and the Prepetition ABL Obligations are Paid in Full (as defined herein). Upon execution and delivery, the DIP ABL Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and the Estates in accordance with their terms. Notwithstanding anything to the contrary in this Interim Order, the "roll-up" of the Prepetition ABL Obligations (including the Prepetition ABL Loans) into DIP ABL Roll-Up Obligations shall not be deemed to be a repayment under section 8.04 of the Prepetition ABL-FILO Credit Agreement.

(d) Upon entry of this Interim Order, the DIP Term Loan Facility, the 2024 FILO Roll-Up DIP Obligations and the Prepetition Term Loan Roll-Up DIP Obligations are approved. The authorization of the DIP Term Loan Roll-Up Obligations shall be subject to the reservation of rights set forth in paragraph 27 of this Interim Order and, in the event of a successful Challenge (as defined herein), the Court may fashion any appropriate remedy. The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP Term Loan Documents, and to incur and to perform the DIP Term Loan Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Term Loan 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 Term Loan Facility and the creation and perfection of the DIP Liens described in and provided for by this Interim Order and the DIP Term Loan Documents. The Debtors are hereby authorized to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses and other amounts described in the DIP Term Loan Documents as such amounts become due and payable and without need to obtain further Court approval, whether or not such fees arose before or after the Petition Date, and whether or not the

transactions contemplated hereby are consummated, all to the extent provided in this Interim Order or the DIP Term Loan Documents. Upon execution and delivery, the DIP Term Loan Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and the Estates in accordance with their terms.

(e) In furtherance of the foregoing and without further approval of this Court, each Loan Party is authorized to perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees required under the DIP Documents or that may otherwise be reasonably necessary for or in connection with the Loan Parties' performance of their obligations under the DIP Documents, including as applicable and, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Documents;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Documents, in each case, in such form as the requisite parties under the DIP Documents may agree, it being understood that no further approval of the Court shall be required for authorizations, amendments, waivers, consents or other modifications to and under the DIP Documents that are either non-material or not adverse to the Debtors and any fees and other expenses (including any attorneys', accountants', field examiners', appraisers' and financial advisors' fees), amounts, charges, costs, indemnities and other obligations paid in accordance and connection therewith. In the case of material amendments, waivers, consents or other modifications to the DIP Documents, the Debtors shall first request approval from the Court for such material amendment, waiver, consent or other modification, which request may be on an expedited basis. For the avoidance of doubt, the

extension of a Milestone (as defined in the DIP Documents) or the delivery of an updated Approved Budget shall not constitute a material amendment, modification, waiver or supplement to the DIP Documents;

(iii) subject to the Carve Out, the non-refundable payment to the DIP Agents or the DIP Lenders, as the case may be, of all fees (which fees shall be approved upon entry of this Interim Order and, upon payment thereof, in accordance with the terms of the DIP Documents and this Interim Order, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise), and any amounts due (or that may become due) in respect of the reimbursement and indemnification obligations, in each case referred to in the DIP Documents (and in any separate letter agreements between any or all Debtors, on the one hand, and the DIP Agents and/or DIP Lenders, on the other, in connection with the DIP Facilities) and the costs and expenses as may be due from time to time, including, without limitation, fees and expenses of the professionals retained by the DIP Agents and the DIP Lenders, as provided for in this Interim Order, and the DIP Documents, without the need to file retention motions or fee applications or to provide notice to any party; and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(f) Upon execution and delivery thereof, the DIP Documents shall constitute valid, binding and unavoidable obligations of the Loan Parties, enforceable against each Loan Party thereto in accordance with the terms of the DIP Documents and this Interim Order. No obligation, payment, transfer or grant of security under the DIP Documents or this Interim Order

to the DIP Agents and/or the DIP Lenders shall be stayed, restrained, voidable or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under Bankruptcy Code sections 502(d), 548 or 549), or subject to any defense, reduction, setoff, recoupment, claim or counterclaim.

4. DIP Superpriority Claims.

(a) Subject to the Carve Out and the relative priorities set forth in **Exhibit 2**, pursuant to Bankruptcy Code section 364(c)(1), all of the New Money DIP Term Loan Obligations, the 2024 FILO Roll-Up DIP Obligations and the Prepetition Term Loan Roll-Up DIP Obligations shall constitute allowed superpriority administrative expense claims against the Loan Parties in each of the Chapter 11 Cases (without the need to file any proof of claim) with priority over any and all other claims against the Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, (respectively, the "New Money DIP Term Loan Superpriority Claims," the "2024 FILO Roll-Up DIP Loan Superpriority Claims" and the "Term Loan Roll-Up DIP Loan Superpriority Claims", and collectively, the "DIP Term Loan Superpriority Claims") shall for purposes of Bankruptcy Code section 1129(a)(9)(A) be considered administrative expenses allowed under Bankruptcy Code section 503(b).

(b) Subject to the Carve Out and the relative priorities set forth in **Exhibit 2**, pursuant to Bankruptcy Code section 364(c)(1), all of the DIP ABL Obligations (including,

without limitation, all DIP ABL Roll-Up Obligations) shall constitute allowed superpriority administrative expense claims against the Loan Parties in each of the Chapter 11 Cases (without the need to file any proof of claim) with priority over any and all other claims against the Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims (the "DIP ABL Superpriority Claims," and together with the DIP Term Loan Superpriority Claims, the "DIP Superpriority Claims") shall for purposes of Bankruptcy Code section 1129(a)(9)(A) be considered administrative expenses allowed under Bankruptcy Code section 503(b), and which DIP Superpriority Claims shall be payable from and have recourse to all pre- and postpetition property of the Loan Parties and all proceeds thereof (excluding Avoidance Actions, but including, upon entry of the Final Order granting such relief, Avoidance Proceeds).

(c) The DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Interim Order or any provision hereof is reversed or modified on appeal.

5. DIP Liens. As security for the DIP Obligations, subject and subordinate in all respects to the Carve Out, effective and automatically perfected upon the entry of this Interim Order (as applicable) and without the necessity of the execution, recordation or filing by the Loan Parties, the DIP Agents or any DIP Lender of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control

by the DIP Agents of, or over, any DIP Collateral, the following security interests and liens are hereby granted to the DIP Agents for their own respective benefit and the benefit of their respective DIP Lenders, subject only to the Carve Out and the Permitted Liens (all such liens and security interests granted to the DIP Agents, for their respective benefit and for the benefit of the respective DIP Lenders, pursuant to this Interim Order and the DIP Documents, the "DIP Liens"):

(a) First Lien on Unencumbered Property. Pursuant to Bankruptcy Code section 364(c)(2), and subject and subordinate in all respects to the Carve Out, valid, binding, continuing, enforceable, fully perfected first priority senior security interests in and liens upon all DIP Collateral, to the extent such DIP Collateral is not subject to valid, perfected and non-avoidable liens as of the Petition Date or valid and non-avoidable liens in favor of third parties that were in existence immediately prior to the Petition Date that are perfected as permitted by Bankruptcy Code section 546(b) ("Unencumbered Property"), with the relative priorities among the DIP Obligations as set forth on **Exhibit 2** attached hereto;

(b) Liens Junior to Certain Other Liens. Pursuant to Bankruptcy Code section 364(c)(3), and subject and subordinate in all respects to the Carve Out, valid, binding, continuing, enforceable, fully perfected junior security interests in and liens on the DIP Collateral, to the extent such DIP Collateral is subject to the Permitted Liens, with the relative priorities among the DIP Liens as set forth on **Exhibit 2** attached hereto; and

(c) Priming Liens. Pursuant to Bankruptcy Code section 364(d)(1), and subject and subordinate in all respects to the Carve Out, a valid, binding, continuing, enforceable, fully perfected priming senior security interests in and liens upon the Prepetition Collateral, which security interests and liens shall prime the Prepetition Term Loan Liens to the extent and in accordance with the priorities shown on **Exhibit 2** attached hereto.

6. Relative Priority of DIP Liens.

(a) The DIP Liens securing the DIP ABL Obligations (the "DIP ABL Liens") are continuing valid, automatically perfected, non-avoidable, senior in priority and superior to any security, mortgage, collateral interest, lien or claim to any of the DIP Collateral, subject to and in accordance with the relative priorities shown on **Exhibit 2** attached hereto.[9]

(b) The DIP Liens securing (i) the New Money DIP Term Loan Obligations (the "New Money DIP Term Loan Liens"), (ii) the 2024 Delayed Draw FILO Roll-Up Obligations (the "2024 FILO Roll-Up DIP Loan Liens") and (iii) the Prepetition Term Loan Roll-Up DIP Obligations (the "Term Loan Roll-Up DIP Loan Liens") are continuing, valid, automatically perfected, non-avoidable, senior in priority and superior to any security, mortgage, collateral interest, lien or claim to any of the DIP Collateral, subject to and in accordance with the relative priorities shown on **Exhibit 2** attached hereto.

(c) In the event of an enforcement of remedies in respect of the DIP Facilities and the application of the DIP Collateral, such DIP Collateral shall be applied as specified on **Exhibit 2** attached hereto.

7. DIP Term Loan Roll-Up Obligations. Upon entry of this Interim Order, (i) all outstanding 2024 Delayed Draw FILO Obligations shall be converted into DIP Term Loan Obligations and (ii) Prepetition Term Loan Obligations shall be converted into DIP Term Loan Obligations in the amounts set forth in Paragraph I(d) above, in each case without any further action by the Debtors or any other party. Notwithstanding the roll-up and conversion of 2024 Delayed Draw FILO Obligations into DIP Term Loan Obligations in accordance with the terms of

[9] For the avoidance of doubt, nothing in this Interim Order shall limit the rights of the DIP Secured Parties to the extent Permitted Liens are not permitted under the DIP Documents.

this Interim Order, the Final Order or otherwise, (i) nothing contained in this Interim Order or otherwise shall affect, alter, modify or limit any of the claims, rights, priorities and/or obligations of the Prepetition ABL Agent, the Prepetition ABL Lenders and the 2024 Delayed Draw FILO Secured Parties vis-à-vis each other as set forth in the Prepetition ABL-FILO Credit Agreement and other Prepetition ABL-FILO Credit Documents in connection with the 2024 Delayed Draw FILO Obligations, and (ii) while the Interim Order is in effect, the 2024 Delayed Draw FILO Secured Parties shall not exercise any rights with respect to the 2024 Delayed Draw FILO Obligations, as rolled up and converted into DIP Term Loan Obligations in accordance with the terms of this Interim Order, that would be inconsistent with the terms and conditions contained in the Prepetition Intercreditor Agreements as they relate to the ABL Priority Collateral; it being understood that as it relates to the Prepetition ABL Agent and the Prepetition ABL Secured Parties, the 2024 Delayed Draw FILO Obligations shall be deemed First Lien Term Loan Debt (as defined in the Prepetition Intercreditor Agreements) and the 2024 Delayed Draw FILO Secured Parties shall be deemed to be First Lien Term Loan Secured Parties (as defined in the Prepetition Intercreditor Agreements) and bound by all of the terms and restrictions set forth therein.

8. DIP Collateral. For purposes of this Interim Order, "DIP Collateral" shall mean (i) the Debtors' interest in all assets and properties, whether tangible, intangible, real, personal or mixed, but excluding Excluded Property (as defined in the DIP ABL Credit Agreement and the DIP Term Loan Term Sheet, as applicable), whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Debtors (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Debtors, and regardless of where located, in each case to the extent such assets and properties constitute Prepetition Collateral; and (ii) property of the Debtors (other than Excluded Property (as defined

in the DIP ABL Credit Agreement and the DIP Term Loan Term Sheet, as applicable)), whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) (subject only to the Carve Out), including, without limitation, an equity pledge of all direct subsidiaries organized in the U.S. to the extent not constituting Excluded Property and all unencumbered assets of the Debtors, all prepetition property and postpetition property of the Estates, and the proceeds, products, rents and profits thereof, whether arising from Bankruptcy Code section 552(b) or otherwise, including, without limitation, unencumbered cash (and any investment of such cash) of the Debtors (whether maintained with the DIP Agents or otherwise) all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action, and any and all proceeds, products, rents and profits of the foregoing, excluding Avoidance Actions (as defined herein) but including, subject to entry of a Final Order granting such relief, Avoidance Proceeds (collectively, the "Previously Unencumbered Property"); *provided, however*, that the DIP Collateral shall not include leases or leasehold interests with landlords affiliated with or managed by STAG Industrial, Inc. or The RMR Group (the "Excluded Leases"); *provided, however*, that the DIP Collateral shall include any and all proceeds of any

dispositions of the tenant's interest in the Excluded Leases, including, without limitation, the proceeds of any sale or assignment of the tenant's interest in the Excluded Leases; *provided, further*, that the DIP Loan Proceeds Account (as defined in the DIP Term Loan Term Sheet) and the proceeds of the DIP Term Loans, whether deposited therein or otherwise, shall not constitute DIP Collateral securing any DIP ABL Obligations, *provided, further*, that nothing in this Interim Order shall grant a security interest, lien or any other interest—including, but not limited to, any DIP Lien—in property of Reinalt-Thomas Corporation (d/b/a Discount Tire, America's Tire and Discount Tire Direct) ("Discount Tire") or customers of Discount Tire delivered to or held by any Debtor pursuant to the Logistics Services Agreement (the "LSA") between Discount Tire and Debtor FLX FWD Logistics, LLC dated June 1, 2023. All parties' rights are reserved as to ownership of any property held by any Debtor under the LSA, *provided, however*, that the Debtors and Discount Tire will work in good faith to resolve any dispute regarding ownership of any property held by any Debtor under the LSA prior to the Final Hearing or entry of a Final Order.

9. Subject to the Carve Out and the DIP Documents, (i) the ABL Priority Collateral (as defined in the Prepetition ABL/Term Loan Intercreditor Agreement), all products and proceeds of ABL Priority Collateral, Avoidance Proceeds realized in connection with any ABL Priority Collateral (subject to entry of a Final Order granting such relief), other Previously Unencumbered Property to the extent such Previously Unencumbered Property would have been considered ABL Priority Collateral (as defined in the Prepetition ABL/Term Loan Intercreditor Agreement) under the Prepetition ABL/Term Loan Intercreditor Agreement, all products and proceeds of the DIP ABL Loans and all other DIP Collateral that is not DIP Term Priority Collateral shall constitute "DIP ABL Priority Collateral," and (ii) the Term Loan Priority Collateral (as defined in the Prepetition ABL/Term Loan Intercreditor Agreement), all products and proceeds of Term Loan

Priority Collateral, Avoidance Proceeds realized in connection with any Term Loan Priority Collateral (subject to entry of a Final Order granting such relief), other Previously Unencumbered Property to the extent such Previously Unencumbered Property would have been considered Term Loan Priority Collateral (as defined in the Prepetition ABL/Term Loan Intercreditor Agreement) under the Prepetition ABL/Term Loan Intercreditor Agreement, all products and proceeds of the DIP Term Loans, and all other DIP Collateral that is not DIP ABL Priority Collateral shall constitute "DIP Term Priority Collateral."

10. Notwithstanding anything to the contrary herein, 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.

11. Excluded Assets. Notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the DIP Collateral shall not include (a) the Excluded Property (as defined in the applicable DIP Documents), (b) any claims and causes of action under Bankruptcy Code sections 502(d), 544, 545, 547, 548, 549 and 550 (collectively, the "Avoidance Actions") and (c) prior to entry of the Final Order granting such relief, the proceeds of Avoidance Actions (it being understood that subject only to and effective upon entry of the Final Order, the DIP Collateral shall include any proceeds or property recovered, unencumbered or otherwise from successful Avoidance Actions, whether by judgment, settlement or otherwise ("Avoidance Proceeds")) (the assets from (a)-(c), the "Excluded Assets").

12. Carve Out.

(a) Carve Out. 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 United States

Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $75,000.00 incurred by a trustee under Bankruptcy Code section 726(b) (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 Bankruptcy Code sections 327, 328 or 363 (the "Debtor Professionals") and the Creditors' Committee, if any, pursuant to Bankruptcy Code section 328 or 1103 (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 ABL Agent or the DIP Term Loan Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $500,000 incurred after the first business day following delivery by the DIP ABL Agent or the DIP Term Loan 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," of which the foregoing $500,000 shall be funded into a reserve account from proceeds from the initial draw of New Money DIP Term Loans). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP ABL Agent (acting at the direction of the Required DIP ABL Lenders) or the DIP Term Loan Agent (acting at the direction of the Required Consenting New Money DIP Lenders) to (i) the Debtors, (ii) their lead restructuring counsel, (iii) the U.S. Trustee, (iv) lead counsel to the Ad Hoc Group and (v) lead counsel to the Creditors' Committee, if any, with a copy to (vi) the DIP Agent not delivering such notice, which

notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Term Loan Term Sheet or DIP ABL Credit Agreement, as applicable) and acceleration of the DIP ABL Obligations or the DIP Term Loan Obligations, as applicable, 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 Statements. Not later than 7:00 p.m. (Prevailing Eastern 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 ABL Agent and DIP Term Loan 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 herein) with respect to the aggregate unpaid amount

of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person.

(c) Carve Out Reserves.

(i) Commencing with the week ended October 25, 2024, and on or before the Thursday of each week thereafter, the Debtors shall utilize cash on hand as of such date and, to the extent insufficient, available cash thereafter held by any Debtor, including any cash held in escrow on account of the New Money DIP Term Loans that has been funded by the New Money DIP Term Lenders but has not yet been disbursed to the Debtors, 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 Statement delivered on the immediately prior Wednesday to the Debtors and the DIP Term Loan Agent and the DIP ABL Agent and (ii) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the Approved 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 Approved Budget for the week 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 Term Loan Agent or the DIP ABL Agent, as applicable, to the Debtors with a copy to counsel to

the Creditors' Committee, if any, and the DIP Agent not delivering such notice (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors, and the Debtors shall utilize 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, including any cash held in escrow on account of the New Money DIP Term Loans that has been funded by the New Money DIP Term Lenders but has not yet been disbursed to the Debtors, 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, to the extent the foregoing is insufficient, any available cash thereafter held by any Debtor, including any cash held in escrow on account of the New Money DIP Term Loans that has been funded by the New Money DIP Term Lenders but has not yet been disbursed to the Debtors, 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 Term Loan Agent and the DIP ABL Agent on account of the applicable DIP Obligations until indefeasibly paid in full, and thereafter to the Prepetition Secured Parties in accordance with their rights and priorities as 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 Term Loan Agent and the DIP ABL 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 Secured Parties in accordance with their rights and priorities as set forth in this Interim Order.

(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 12(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 12(c), prior to making any payments to the DIP Term Loan Agent, the DIP ABL Agent or the Prepetition Secured Parties, each as applicable.

(iv) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agents and the

Prepetition 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 security interest in any residual interest in the Carve Out Reserves, with any excess paid to the applicable DIP Agent for application in accordance with the applicable 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) subject to the limitations with respect to the DIP Agent, DIP Lenders and the Prepetition Secured Parties set forth in this Paragraph 12, in no way shall the Initial Approved Budget, any subsequent Approved Budget, the Carve Out, the Post-Carve Out Trigger Notice Cap or the 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 or 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 Agents, DIP Lenders or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(g) Payment of Allowed Professional Fees on or After the Termination Declaration Date. Following the 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.

13. Protection of DIP Lenders' Rights.

(a) Until the DIP Obligations have been Paid in Full and the termination of all remaining DIP Commitments under the DIP Facilities, the Prepetition Secured Parties, and the Specified Tire Vendors, as applicable, 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

Secured Facilities Documents or this Interim Order, or otherwise seek to exercise or enforce any rights or remedies against DIP Collateral, including in connection with the Adequate Protection Liens except to the extent authorized herein or by an order of this Court; (ii) be deemed to have consented to any transfer, disposition or sale of, or release of liens on, any DIP Collateral, to the extent such transfer, disposition, sale or release is authorized under the DIP Documents; and (iii) deliver or cause to be delivered, at the Loan Parties' cost and expense and at the reasonable request of the DIP Agents, any termination statements, releases and/or assignments in favor of the DIP Agents or the DIP Lenders or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of such DIP Collateral subject to any such transfer, disposition, sale or release; *provided* that nothing herein shall affect the rights and priorities set forth herein including those set forth on **Exhibit 2** hereto or any party's rights to seek relief from the Court upon the occurrence and during the continuation of a DIP Termination Event.

(b) To the extent the Prepetition Secured Agents or any other Prepetition Secured Parties have possession of any Prepetition Collateral or DIP Collateral or have control with respect to any Prepetition Collateral or DIP Collateral, then such Prepetition Secured Party shall be deemed, subject to the applicable rights and priorities set forth herein including those set forth on **Exhibit 2** hereto, without incurring any liability or duty to any party, to maintain such possession or exercise such control as gratuitous bailee and/or gratuitous agent for perfection for the benefit of the DIP Agents and the DIP Lenders and shall, at the Loan Parties' cost and expense, comply with the reasonable instructions of the DIP Agents with respect to the exercise of such control, and the DIP Agents agree, that such Prepetition Secured Parties shall be deemed, without incurring any liability or duty to any party, to maintain possession or control of any Prepetition Collateral or DIP Collateral in its possession or control as gratuitous bailee and/or sub-collateral

gratuitous agent for perfection for the benefit of the DIP Agents and the DIP Lenders with respect to bank accounts.

(c) No rights, protections or remedies of the DIP Agents or the DIP Lenders granted by the provisions of this Interim Order or the DIP Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party (other than the DIP Agents' and DIP Lenders' consent to use Cash Collateral in accordance with the terms contained herein) to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral (other than in accordance with the terms of this Interim Order); or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

14. Marshaling. Subject to the entry of the Final Order granting such relief, none of the DIP Term Lenders, the DIP Term Loan Agent, the DIP ABL Lenders, the DIP ABL Agent with respect to the DIP Collateral or the Prepetition Secured Parties with respect to the Prepetition Collateral and the Adequate Protection Liens, shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine, and all proceeds thereof shall be received and used in accordance with this Interim Order. Further, subject only to and effective upon entry of the Final Order granting such relief, in no event shall the "equities of the case" exception in Bankruptcy Code section 552(b) apply to the secured claims of the Prepetition Secured Parties.

15. Limitation on Charging Expenses. Subject to the entry of the Final Order granting such relief, and except to the extent of the Carve Out, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered

from the DIP Collateral or the Prepetition Collateral (including Cash Collateral), as applicable, pursuant to Bankruptcy Code section 506(c) or any similar principle of law without the prior written consent of the DIP Agents or the Prepetition Secured Agents, as applicable, and no such consent shall be implied from any other action, inaction or acquiescence by the DIP Agents or the DIP Lenders with respect to the DIP Collateral or the Prepetition Secured Agents with respect to the Prepetition Collateral. Nothing contained in this Interim Order shall be deemed to be a consent by the DIP Agents or the DIP Lenders or the Prepetition Secured Parties, as applicable, to any charge, lien, assessment or claim against the DIP Collateral or the Prepetition Collateral, as applicable, under Bankruptcy Code section 506(c) or otherwise.

16. Payments Free and Clear. Subject in all respects to the Carve Out, any and all payments or proceeds remitted to the DIP Agents on behalf of the DIP Lenders or Prepetition Secured Agents on behalf of the Prepetition Secured Parties pursuant to the provisions of this Interim Order, the DIP Documents or any subsequent order of the Court shall be irrevocably received free and clear of any claim, charge, assessment or other liability, including without limitation, any such claim or charge arising out of or based on, directly or indirectly, Bankruptcy Code sections 506(c) or 552(b), whether asserted or assessed by, through or on behalf of the Debtors.

17. Use of Cash Collateral. Subject to the terms and conditions of this Interim Order and the DIP Documents, and in accordance with the Approved Budget, the Debtors are authorized to use Cash Collateral until the occurrence of a DIP Termination Event; *provided*, *however*, that during the Notice Period following the occurrence of a DIP Termination Event, the Debtors may use Cash Collateral subject to paragraph 24 herein; *provided* that the Prepetition Secured Parties are granted adequate protection as set forth herein. Nothing in this Interim Order shall authorize

the disposition of any assets of the Debtors outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted by this Interim Order and the DIP Documents, and in accordance with the Approved Budget.

18. Adequate Protection for the Prepetition ABL Secured Parties, the Prepetition Term Loan Secured Parties, and the Specified Tire Vendors. Until (a) the Prepetition ABL Obligations are Paid in Full,[10] the Prepetition ABL Secured Parties, and until the Prepetition Term Loan Obligations are Paid in Full, the Prepetition Term Loan Secured Parties are entitled, pursuant to Bankruptcy Code sections 361, 362, 363(e) and 364(d)(1), to adequate protection against the diminution in value, if any, of their interests in the Prepetition Collateral, including Cash Collateral, in an amount equal to the aggregate diminution in the value of their respective interests in the Prepetition Collateral from and after the Petition Date, if any, resulting from, as applicable, the sale, lease or use by the Debtors of the Prepetition Collateral, the priming of the Prepetition Term Loan Liens and the Prepetition ABL Liens by the DIP Liens pursuant to the DIP Documents and this Interim Order and the imposition of the automatic stay pursuant to Bankruptcy Code section 362 (the "ABL/TL Diminution in Value"); and (b) the Tire Vendor Obligations are Paid in Full, the Specified Tire Vendors are entitled, pursuant to Bankruptcy Code sections 361, 362, 363(e)

[10] "Paid in Full" means the indefeasible repayment in full in cash of all obligations (including principal, interest, fees, expenses and indemnities other than contingent indemnification obligations for which no claim has been asserted) 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 credit facility, (a) the commitments to lend thereunder have been terminated, (b) with respect to the Prepetition ABL Obligations and the DIP ABL Roll-Up Obligations, (i) the Challenge Deadline (as defined herein) 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 ABL Obligations and the DIP ABL Obligations, the Prepetition ABL Agent or the DIP ABL Agent (as applicable) has 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, including a release from any further obligations or subordination with respect to the Carve Out.

and 364(d)(1), to adequate protection against the diminution in value, if any, of their interests in the Tire Vendor Collateral in an amount equal to the aggregate diminution in the value of their respective interests in the Tire Vendor Collateral from and after the Petition Date, if any, resulting from, as applicable, the sale, lease or use by the Debtors of the Tire Vendor Collateral, the priming of the Tire Vendor Collateral by the DIP Liens pursuant to the DIP Documents and this Interim Order and the imposition of the automatic stay pursuant to Bankruptcy Code section 362 (the "Tire Vendor Diminution in Value" and together with the ABL/TL Diminution in Value, the "Diminution in Value"). In consideration of the foregoing, the Prepetition Term Loan Secured Parties, the Prepetition ABL Secured Parties and the Specified Tire Vendors are hereby granted the following (collectively, the "Adequate Protection Obligations"), in each case, subject in all respects to the Carve Out and in accordance with the rights and priorities set forth in **Exhibit 2**:

(a) *ABL Adequate Protection Liens*. The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the "ABL Adequate Protection Liens") on, the DIP Collateral including, without limitation, subject to entry of the Final Order granting such relief, the Avoidance Proceeds. The ABL Adequate Protection Liens shall be subject and subordinate to the Carve Out, the Permitted Liens (if any) and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(b) *ABL Adequate Protection 507(b) Claims*. The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, is hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) in the amount of their respective Diminution in Value (the "ABL Adequate Protection 507(b)

Claims"), which ABL Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral, including, without limitation, subject to entry of the Final Order granting such relief, the Avoidance Proceeds. The ABL Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(c) *Prepetition ABL Interest Payments*. Subject and subordinate to the Carve Out, as additional adequate protection, the Debtors are authorized and directed to provide the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, with adequate protection in the form of cash payments covering any outstanding Prepetition ABL Obligations after the entry of this Interim Order, including interest equal to the applicable interest rate under the DIP ABL Credit Agreement with respect to DIP ABL Obligations to the extent such Prepetition ABL Obligations have not yet been exchanged or converted into DIP ABL Roll-Up Obligations and any fees and expenses owed by the Debtors in connection with such Prepetition ABL Obligations, subject to the rights preserved in this Interim Order.

(d) *Term Loan Adequate Protection Liens*. The Prepetition Term Loan Agent for the benefit of the Prepetition Term Loan Secured Parties, as applicable, is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the "Term Loan Adequate Protection Liens") on, the DIP Collateral, including without limitation, subject to entry of the Final Order granting such relief, the Avoidance Proceeds. The Term Loan Adequate Protection Liens shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(e) *Term Loan Adequate Protection 507(b) Claims*. The Prepetition Term Loan Secured Parties are hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) in the amount of their respective Diminution in Value (the "Term Loan Adequate Protection 507(b) Claims"), which Term Loan Adequate Protection 507(b) Claims shall have recourse to and be payable from the DIP Collateral, including, without limitation, subject to entry of the Final Order granting such relief, the Avoidance Proceeds. The Term Loan Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

(f) *Reporting*. The Prepetition Term Loan Secured Parties and the Prepetition ABL Secured Parties shall be entitled to delivery of all reports and notices deliverable to the DIP Secured Parties pursuant to the DIP ABL Credit Agreement and the DIP Term Loan Term Sheet, as applicable.

(g) *Adequate Protection Fees and Expenses*. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with paragraph (b) of this Interim Order, the reasonable and documented prepetition and postpetition fees and expenses (the "Adequate Protection Fees and Expenses") of the Prepetition Term Loan Secured Parties, the Prepetition ABL Secured Parties, and the Hedge Bank, including such parties' agency fees and the reasonable and documented professional fees as follows: (1) the Prepetition ABL Agent, including the agency fees and the reasonable and documented fees and disbursements of (x) one primary counsel, (y) one financial advisor and (z) one local counsel in each applicable jurisdiction (including, without limitation, local Delaware counsel and Canadian counsel); (2) the Prepetition Term Loan Agent (including any successor agent thereto), including the agency fees and the

reasonable and documented fees and disbursements of (x) one primary counsel and (y) one local counsel; (3) the Ad Hoc Group (including, without limitation, Akin Gump Strauss Hauer & Feld LLP, Perella Weinberg Partners LP, Potter Anderson & Corroon LLP, as Delaware counsel, and one local counsel in each other applicable jurisdiction and, in the event of any actual conflict of interest, one additional counsel to the affected parties); and (4) the Hedge Bank, including the reasonable and documented fees and disbursements of (x) one primary counsel and (y) one local counsel.

(h) *Tire Vendor Adequate Protection Liens*. To secure the Tire Vendor Adequate Protection Claims, each Specified Tire Vendor is hereby granted valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens (the "Tire Vendor Adequate Protection Liens" and, collectively with the ABL Adequate Protection Liens and the Term Adequate Protection Liens, the "Adequate Protection Liens") on the DIP Collateral of the type constituting Tire Vendor Collateral on which, as of the Petition Date, such Specified Tire Vendor had a valid, perfected, enforceable and unavoidable lien, subject to the Carve Out and otherwise consistent with the relative rights and priorities set forth on **Exhibit 2**.

(i) *Tire Vendor Adequate Protection 507(b) Claims*. As adequate protection for their interests in the Tire Vendor Collateral, each Specified Tire Vendor is hereby granted allowed superpriority administrative expense claims as provided for in Bankruptcy Code section 507(b) in the amount of their respective Tire Vendor Diminution in Value (the "Tire Vendor Adequate Protection 507(b) Claims" and, collectively with the Term Loan Adequate Protection 507(b) Claims and the ABL Adequate Protection 507(b) Claims, the "Adequate Protection 507(b) Claims"), which Tire Vendor Adequate Protection 507(b) Claims shall have

recourse to and be payable from the DIP Collateral of the type constituting Tire Vendor Collateral. The Tire Vendor Adequate Protection 507(b) Claims shall be subject and subordinate to the Carve Out and otherwise consistent with the relative rights and priorities as set forth on **Exhibit 2** attached hereto.

19. Reservation of Rights of the Prepetition Secured Parties. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties; *provided* that, the Prepetition Secured Parties may request further or different adequate protection; *provided, further*, that all parties' rights (including the Debtors') to contest such adequate protection requests are fully preserved.

20. Perfection of DIP Liens and the Adequate Protection Liens.

(a) This Interim Order shall be sufficient and conclusive evidence of the creation, validity, automatic perfection and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any account control agreement or mortgage with respect to any real estate, ship or vessel or taking possession of any possessory collateral) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens or the Adequate Protection Liens or to entitle the DIP Agents, the other DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein.

(b) The DIP Agents, on behalf of the applicable DIP Lenders, and the Prepetition Secured Agents, on behalf of, or at the direction of, the applicable Prepetition Secured Parties, are hereby authorized (unless otherwise agreed between the Debtors and the requisite DIP Lenders or the Prepetition Secured Parties in the applicable DIP Documents or Prepetition Secured Facilities Documents), but not required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, equity certificates or promissory notes, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the DIP Agents, on behalf of the applicable DIP Lenders, or the Prepetition Secured Agents, on behalf of, or at the direction of, the applicable Prepetition Secured Parties, shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, notices of lien or similar instruments, or take possession of or control over cash or securities, equity certificates or promissory notes, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Interim Order. Upon the reasonable request of the DIP Agents, each of the Prepetition Secured Parties and the Loan Parties, without any further consent of any party, is authorized (in the case of the Prepetition Secured Parties) (unless otherwise agreed between the Debtors and the requisite DIP Lenders or the Prepetition Secured Parties in the applicable DIP Documents or Prepetition Secured Facilities Documents) and directed (in the case of the Loan Parties) to take, execute, deliver and file such instruments (in each case, without representation or

warranty of any kind) to enable the DIP Agents to further validate, perfect, preserve and enforce the DIP Liens, at the Loan Parties' cost and expense. All such documents will be deemed to have been recorded and filed as of the Petition Date.

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

21. Approved Budget.

(a) The initial budget (the "Initial Approved Budget"), as attached to this Interim Order as **Exhibit 3**, is hereby approved. The use of proceeds under the DIP Facilities (including in connection with any letters of credit) and the use of Cash Collateral shall be in accordance with the terms and conditions set forth in this Interim Order and each subsequent Approved Budget, subject to the Permitted Variances and the terms and conditions contained in the DIP Documents. The Initial Approved Budget reflects, among other things, the Debtors' anticipated operating receipts, anticipated operating disbursements, anticipated non-operating disbursements, net operating cash flow and liquidity for each calendar week covered thereby. The Initial Approved Budget may be modified, amended, supplemented and updated from time to time in accordance with the DIP Documents and upon approval of the Required Lenders (as defined in the DIP ABL Credit Agreement and referred to herein as "Required DIP ABL Lenders") and the

Required Consenting New Money DIP Lenders except for where the consent of the Supermajority New Money DIP Lenders (as defined in the DIP Term Loan Term Sheet) is required (each, as applicable, referred to herein as "Required DIP Term Lenders" as the circumstances warrant) in accordance with the DIP Documents (the Initial Approved Budget and each subsequent approved budget shall constitute, without duplication, an "Approved Budget"); *provided, however*, that in the event that the Required DIP ABL Lenders, the Required DIP Term Lenders and the Debtors cannot agree as to an updated, modified, updated or supplemented budget, the prior Approved Budget shall continue in effect, with weekly details for any periods after the initial 13-week period to be derived in a manner reasonably satisfactory to the Required DIP ABL Lenders and the Required DIP Term Lenders from the monthly budget prepared by the Debtors (and approved by the Required DIP ABL Lenders and the Required DIP Term Lenders) for these Chapter 11 Cases, *provided, further*, that no Approved Budget can reduce, eliminate, or otherwise adjust the reserve taken under the DIP ABL Facility on account of the obligations owed to the Hedge Bank without the express written consent of the Hedge Bank. A copy of any Approved Budget (or updated Approved Budget) shall be delivered to counsel for a Creditors' Committee (if appointed) and the U.S. Trustee. The Initial Approved Budget has been thoroughly reviewed by the Debtors, their management and their advisors. The Debtors, their management and their advisors believe the Initial Approved Budget and the estimate of administrative expenses due or accruing during the period covered by the Initial Approved Budget were developed using reasonable assumptions, and based on those assumptions, the Debtors believe there should be sufficient available assets to pay all administrative expenses due or accruing during the period covered by the Initial Approved Budget. The Initial Approved Budget is an integral part of this Interim Order, and the DIP Secured Parties and the Prepetition Secured Parties are relying, in part, upon the Debtors' agreement to

comply with the Initial Approved Budget (subject to the terms of the DIP Documents), in determining to enter into the DIP Facilities and to allow the Debtors' use of Cash Collateral in accordance with the terms of this Interim Order and the DIP Documents.

(b) The Debtors shall at all times comply with the Approved Budget, subject to the Permitted Variances and the other terms and conditions set forth in the DIP Documents. The Debtors shall provide all reports and other information as required in the DIP Documents. The Debtors' failure to comply with the Approved Budget (including the Permitted Variances set forth in the DIP Documents) or to provide the reports and other information required in the DIP Documents shall constitute an Event of Default (as defined in the DIP ABL Credit Agreement and the DIP Term Loan Term Sheet, as applicable), following the expiration of any applicable cure period set forth herein and in the DIP Documents.

22. DIP Termination Events. Subject to any obligations under the Carve Out and any applicable grace period under the DIP Documents and this Interim Order and the Notice Period, the DIP ABL Obligations or the DIP Term Loan Obligations, as applicable, shall accelerate and become immediately due and payable in full, all Cash Management Obligations (as defined in the DIP ABL Credit Agreement) shall be cash collateralized, all outstanding Letters of Credit (as defined in the DIP ABL Credit Agreement) and bankers' acceptances shall be cash collateralized in an amount equal to 103% of the face amount thereof and such DIP Commitments shall terminate, in each case without further notice or action by the Court following the earliest to occur of any of the following, unless waived in writing by the DIP ABL Agent (with respect to the DIP ABL Obligations) or the DIP Term Loan Agent (with respect to the DIP Term Loan Obligations), as applicable (each a "DIP Termination Event"): (i) the occurrence of any Event of Default (as defined in the applicable DIP Documents), which Events of Default are explicitly incorporated by

reference into this Interim Order; (ii) the Debtors' failure to comply with any provision of this Interim Order; (iii) the occurrence of the Termination Declaration Date, the Maturity Date or the DIP Term Loan Facility Termination Date; (iv) the entry of an order authorizing the use of DIP Collateral or Cash Collateral or financing under Bankruptcy Code section 364 or the filing by the Debtors of a motion seeking such authority, in each case without the consent of the Required DIP ABL Lenders and the Required DIP Term Lenders; (v) dismissal or conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (vi) termination of this Interim Order; and (vii) the filing of a plan or disclosure statement that is not approved by the Required DIP Term Lenders, the DIP Term Loan Agent, the Required DIP ABL Lenders, the DIP ABL Agent, the Required Consenting 2024 FILO Lenders (as defined in the Restructuring Support Agreement (as defined in the DIP Term Loan Term Sheet)), the Required Consenting Prepetition Term Loan Lenders (as defined in the Restructuring Support Agreement) and the Prepetition ABL Secured Parties and which does not provide for the DIP Obligations and the Prepetition ABL Obligations to be Paid in Full in cash on the effective date of such plan.

23. Remedies upon a DIP Termination Event. The Debtors shall promptly provide notice to counsel to the DIP Agents, the DIP Lenders, counsel to the Creditors' Committee, if any, and counsel to the Ad Hoc Group of the occurrence of any DIP Termination Event. Upon the occurrence and during the continuation of a DIP Termination Event (regardless of whether the Debtors have given the notice described in the previous sentence) and following the giving of not less than five (5) 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, counsel to the Ad Hoc Group, counsel to the non-noticing DIP Agent and counsel to the Creditors' Committee, if any, subject to the obligations with respect

to the Carve Out, (i) the DIP Agents, acting at the direction of applicable DIP 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 Secured Parties may exercise any rights and remedies to satisfy the Prepetition Secured Obligations and Adequate Protection Obligations, subject to the DIP Obligations, the DIP Superpriority Claims, the Permitted Liens (if any) and the Carve Out, and consistent with the Prepetition Secured Facilities Documents, including the Prepetition Intercreditor Agreements, and the relative rights and priorities as set forth on **Exhibit 2** attached hereto; 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 Facilities. The automatic stay pursuant to Bankruptcy Code section 362 shall be automatically modified with respect to the DIP Secured Parties and the Prepetition Secured Parties at the end of the Notice Period, without further notice or order of the Court, unless (a) the DIP ABL Agent (with respect to the DIP ABL Obligations), the DIP Term Loan Agent (acting at the direction of the Required DIP Term Lenders) and the Prepetition Secured Agents (acting at the direction of the applicable requisite lenders), as applicable, elect otherwise in a written notice to the Debtors, and/or (b) the Court has determined that a DIP Termination Event has not occurred and/or is not continuing or the Court orders otherwise.

24. Emergency Hearing. Upon delivery of an Enforcement Notice, each of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors and the Creditors' Committee (if any), as applicable, consent to a hearing on an expedited basis to consider (a) whether a DIP Termination Event 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 the paragraph immediately above, (i) the DIP Secured Parties may not exercise any default rights or remedies to satisfy the DIP Obligations, including any default rights and remedies against the DIP Collateral, (ii) the Prepetition Secured Parties may not exercise any default rights or remedies to satisfy the Prepetition Secured Obligations and the Adequate Protection Obligations, including any rights or remedies against the Prepetition Collateral and (iii) the Debtors shall continue to have the right to use Cash Collateral in accordance with the terms of this Interim Order, solely to pay necessary expenses set forth in the Approved Budget to avoid immediate and irreparable harm to the Estates. 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 Cash Collateral shall immediately cease, unless otherwise provided herein, and the Prepetition Secured Parties, the DIP Agents 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.

25. Preservation of Rights Granted Under This Interim Order. Subject in all respects to paragraph 27 hereof:

(a) Other than the Carve Out, the Permitted Liens and other claims and liens expressly granted by this Interim Order or as permitted pursuant to the DIP Documents, no claim or lien having a priority superior to or pari passu with those granted by this Interim Order to the DIP Agents and the DIP Lenders, or the Prepetition Secured Parties, respectively, shall be granted or allowed while any of the DIP Obligations, the Adequate Protection Obligations, the Prepetition ABL Obligations, or the Prepetition Term Loan Obligations remain outstanding. Except as

otherwise expressly provided in the DIP Documents or this Interim Order and as set forth in **Exhibit 2** hereto, and subject to the Carve Out and Permitted Liens in all respects, the DIP Liens and the Adequate Protection Liens shall not be: (i) subject or subordinate to any lien or security interest that is avoided and preserved for the benefit of the Estates under Bankruptcy Code section 551; (ii) subordinated to or made pari passu with any other lien or security interest, whether under Bankruptcy Code section 364(d) or otherwise; (iii) subordinated to or made pari passu with any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors; and (iv) subject or subordinate to any intercompany or affiliate liens or security interests against the Debtors.

(b) Notwithstanding any order that may be entered dismissing or converting any of the Chapter 11 Cases under Bankruptcy Code section 1112 or otherwise: (i) the Carve Out, the DIP Superpriority Claims, the DIP Liens, the Adequate Protection Liens and the Adequate Protection 507(b) Claims shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order (and that such liens and claims shall, notwithstanding such dismissal, remain binding on all parties in interest) until all DIP Obligations and Adequate Protection Obligations shall have been Paid in Full; (ii) the other rights granted by this Interim Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph 25 and otherwise in this Interim Order.

(c) Notwithstanding any reversal, modification, vacation or stay of any provision of this Interim Order, the DIP Agents, the DIP Lenders and the Prepetition Secured

Parties shall be entitled to all the rights, remedies, privileges and benefits granted in Bankruptcy Code section 364(e), this Interim Order and the DIP Documents.

(d) Except as expressly provided in this Interim Order or in the DIP Documents, the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations and all other rights and remedies of the DIP Agents, the DIP Lenders and the Prepetition Secured Parties granted by the provisions of this Interim Order and the DIP Documents shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting any of the Chapter 11 Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of these Chapter 11 Cases or any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to Bankruptcy Code section 363(b) (except to the extent permitted by the DIP Documents); or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to Bankruptcy Code section 1141(d)(4), 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 and in any Successor Cases, and the Carve Out, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations and all other rights and remedies of the DIP Agents, the DIP Lenders and the Prepetition Secured Parties granted by the provisions of this Interim Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are Paid in Full, as set forth herein and in the DIP Documents, and the commitments under the DIP Facilities have been terminated. Subject to the rights and limitations set forth in paragraph 27, 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 the 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 Stipulations.

26. Releases. Subject to the rights and limitations set forth in paragraph 27 with respect to the Prepetition Secured Parties, effective upon entry of this Interim Order, each of the Debtors and the Estates, on their own behalf and on behalf of each of their predecessors, their successors and assigns shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge each of the DIP Lenders, the DIP Agents and, subject to the entry of the Final Order, the Prepetition Secured Parties, and each of their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, predecessors and predecessors in interest, each solely in their capacities as such (the "Released Parties"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract (under U.S. laws), of every nature and description that exist on the date hereof arising out of, relating to or in connection with any of the (a) the Prepetition Secured Facilities Documents or the transactions contemplated under such documents and (b) the DIP Documents or the transactions contemplated under such documents, including, without limitation, (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code and

(iii) any and all claims and causes of action regarding the validity, priority, perfection or availability of the liens of the Prepetition Secured Parties (including Avoidance Actions), other than claims and causes of action arising from the gross negligence, fraud, bad faith or willful misconduct of the Released Parties.

27. Effect of Stipulations on Third Parties.

(a) The Debtors' acknowledgments, stipulations and releases set forth in paragraph G and 26 of this Interim Order (collectively, the "Stipulations") shall be binding on the Debtors, the Estates and their respective representatives, successors and assigns in all circumstances. The Stipulations contained in this Interim Order shall be binding upon all other parties in interest and all of their respective successors and assigns, including any chapter 7 or chapter 11 trustee (a "Trustee") and any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, including the Creditors' Committee (if any) and any other person or entity acting or seeking to act on behalf of the Estates in all circumstances and for all purposes, unless the Creditors' Committee, if any, or any other party in interest (including any Trustee), in each case, with requisite standing, has duly and timely filed an adversary proceeding or contested matter (each, a "Challenge") challenging the validity, perfection, enforceability, allowability, priority or extent of the obligations in respect of the Prepetition Secured Facilities Documents or otherwise asserting or prosecuting any Avoidance Actions or any other claims, counterclaims or causes of action, objections, contests or defenses against the Prepetition Secured Parties in connection with any matter related to the Prepetition Secured Facilities Documents (collectively, the "Claims and Defenses") by no later than seventy five (75) calendar days from the entry of this Interim Order (the "Challenge Deadline" and, such period, the "Challenge Period"); *provided, further,* that any Trustee appointed prior to the expiration of the Challenge Period will have the longer of (x) the

remaining Challenge Period and (y) thirty (30) days from the date of such Trustee's appointment to commence a Challenge. Subject to the entry of the Final Order, the timely filing of a motion seeking standing to file a Challenge before the termination of the Challenge Period shall toll the Challenge Deadline only as to the party that timely filed such standing motion and only with respect to the specific Challenges identified in such standing motion until such motion is resolved or adjudicated by the Court. Any pleadings, including, but not limited to, the complaint, filed in any Challenge proceeding shall set forth with specificity the basis for such Challenge (and any Challenge 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 Challenge is timely and properly filed prior to the expiration of the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding, then without further order of this Court (x) the obligations in respect of the Prepetition Secured Facilities Documents shall constitute allowed claims, not subject to any Claims and Defenses (whether characterized as a counterclaim, setoff, subordination, recharacterization, defense, avoidance, contest, attack, objection, recoupment, reclassification, reduction, disallowance, recovery, disgorgement, attachment, "claim" (as defined by Bankruptcy Code section 101(5)), impairment, subordination (whether equitable, contractual or otherwise) or other challenge of any kind pursuant to the Bankruptcy Code or applicable nonbankruptcy law), for all purposes in these Chapter 11 Cases and any subsequent chapter 7 case; (y) the Prepetition Liens shall not be subject to any other or further Challenge, including, without limitation, any Claims and Defenses, which shall be deemed to be forever waived and barred, and all parties in interest shall be enjoined from seeking to exercise the rights of the Estates, including any successor thereto (including any estate

representative or a Trustee, whether such Trustee is appointed or elected prior to or following the expiration of the Challenge Period); and (z) the Stipulations shall be of full force and effect and forever binding upon the applicable Debtor's estate and all creditors, interest holders and other parties in interest in these Chapter 11 Cases and any Successor Cases.

(c) If any Challenge is timely filed prior to the expiration of the Challenge Period, (i) the Stipulations contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on the Creditors' Committee, if any, any other statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, any other person or party in these cases, including any Trustee, and any other person or entity acting or seeking to act on behalf of the Estates, except as to any such findings and admissions that were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction, and (ii) any Claims and Defenses not brought in a timely filed Challenge shall be forever barred; *provided* that, if and to the extent any Challenges to a particular Stipulation or admission are withdrawn, denied or overruled by a final non-appealable order, such Stipulation also shall be binding on the Estates and all parties in interest. Nothing in this Interim Order vests or confers on any person, including a Creditors' Committee (if any), standing or authority to pursue any cause of action belonging to the Debtors or the Estates, including, without limitation, Challenges with respect to the Stipulations, and all rights to object to such standing are expressly reserved.

28. Expenses and Indemnification of DIP Agents and the DIP Lenders.

(a) All reasonable and documented out-of-pocket expenses and administrative fees and "seasoning fees," to the extent applicable, for each of the DIP Agents and the DIP Lenders (as set forth below), including in connection with (i) the preparation, negotiation and execution of

the DIP Documents, whether or not the DIP Facilities are successfully consummated; (ii) the syndication and funding of the DIP Loans; (iii) the creation, perfection or protection of the liens under the DIP Documents (including all search, filing and recording fees), if any; and (iv) the ongoing administration of the DIP Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto and the enforcement, collection and repayment of the DIP Obligations contemplated thereunder) (collectively, the "DIP Fees and Expenses"), are to be paid by the Loan Parties in accordance with paragraph (b), including, for the avoidance of doubt, all reasonable documented fees, costs and expenses of (1) counsel to the DIP Term Loan Agent, Schulte Roth & Zabel LLP, Morris James LLP, and one local counsel in each other appropriate jurisdiction, (2) counsel to the Ad Hoc Group, Akin Gump Strauss Hauer & Feld LLP, Potter Anderson & Corroon LLP, and one local counsel in each other appropriate jurisdiction (and, in the case of an actual or perceived conflict of interest where the person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm or counsel for all such affected persons (taken as a whole)), (3) the investment bankers to the Ad Hoc Group, Perella Weinberg Partners LP, (4) counsel to the DIP ABL Agent, Otterbourg P.C., and one local counsel in each appropriate jurisdiction (and, in the case of an actual or perceived conflict of interest where the person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm or counsel for all such affected persons (taken as a whole)), and (5) the financial advisor to the DIP ABL Agent, PKF Clear Thinking LLC.

(b) In addition, the Loan Parties will indemnify the DIP Lenders, the DIP Agents and their respective Indemnitees or Indemnified Persons (as such terms are defined in the applicable DIP Documents) (the "Indemnified Parties"), and hold them harmless from and against

all reasonable and documented out-of-pocket costs, expenses (with respect to legal fees and expenses, limited to the reasonable and documented out-of-pocket legal fees and expenses of one primary counsel and one local counsel for each of (i) the DIP Term Loan Agent, (ii) the DIP ABL Agent, and (iii) the Ad Hoc Group), liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facilities, and such other liabilities as set forth in, in accordance with and subject to the limitations of the DIP Documents; *provided* that no Indemnified Parties will 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.

29. Payment of Fees and Expenses. The payment of the fees, expenses and disbursements pursuant to this Interim Order (to the extent incurred after the Petition Date) shall be made after ten (10) business days (the "Review Period") (which time period may be extended by the applicable professional) following the receipt by: (i) counsel for the Debtors, (ii) counsel for the Creditors' Committee, if any, and (iii) the U.S. Trustee (collectively, the "Fee Notice Parties") of invoices therefor (the "Invoiced Fees") and without the necessity of filing formal fee applications with the Court, including such amounts arising before, on or after the Petition Date. The invoices for such fees and expenses shall not be required to comply with any particular format, need not contain individual time entries or detail, may be in summary form only, and may include redactions to protect privileged, confidential or proprietary information. The Fee Notice Parties may object to any portion of the Invoiced Fees (the "Disputed Invoiced Fees") within the Review Period by filing with the Court a motion or other pleading, on at least ten (10) days' prior written notice of any hearing on such motion or other pleading, setting forth the specific objections to the

Disputed Invoiced Fees in reasonable narrative detail and the bases for such objections; *provided* that only the Disputed Invoiced Fees shall not be paid until the objection is resolved by the applicable parties in good faith or by order of the Court; *provided, further*, that payment of any undisputed portion of Invoiced Fees shall be promptly paid within five (5) business days following the expiration of the Review Period. If no objection to the Invoiced Fees is filed within the Review Period, then such Invoiced Fees shall be promptly paid, without further approval of, or application to, the Court or notice to any other party, and, in any case, within five (5) business days following the expiration of the Review Period and shall not be subject to any further review, challenge or disgorgement. Any and all fees, costs and expenses paid prior to the Petition Date by any of the Debtors (i) to the DIP Agents or the other DIP Secured Parties (or any of their respective professionals) or (ii) to the Prepetition Secured Parties (or any of their respective professionals), are hereby approved in full and shall not be subject to recharacterization, avoidance, subordination, disgorgement or any similar form of recovery by the Debtors or any other person. The DIP Fees and Expenses and the Adequate Protection Fees and Expenses incurred prior to, and which are unpaid as of, the Closing Date (as defined in the applicable DIP Documents) shall be paid indefeasibly by the Debtors upon the occurrence of the Closing Date without the applicable parties being required to deliver an invoice to the Review Parties for a Review Period as set forth in this paragraph (b). For the avoidance of doubt, in the event an Event of Default has occurred or is occurring under the DIP Documents, any and all fees and expenses of the DIP Agents shall be due and payable from any and all respective DIP Collateral without further order of the Court.

30. Limitation on Use of the DIP Facilities, the DIP Collateral and the Prepetition Collateral (Including Cash Collateral). Notwithstanding anything herein or in any other order of this Court to the contrary, neither of the DIP Facilities (including any disbursements set forth in

the Approved Budget or obligations benefitting from the Carve Out), the DIP Collateral, the Prepetition Collateral, any Cash Collateral or the Carve Out (other than the Investigation Budget Cap (as defined herein)) may be used to (a) investigate, analyze, commence, prosecute, threaten, litigate, object to, contest or challenge in any manner or raise any defenses to the validity, perfection, priority, extent or enforceability of any amount due under the DIP Documents, the Prepetition Secured Facilities Documents or the liens or claims granted under this Interim Order, the DIP Documents or the Prepetition Secured Facilities Documents, including the Prepetition ABL Liens, Prepetition Term Loan Liens and the DIP 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 Agents, the other DIP Secured Parties or the Prepetition Secured Parties, (b) assert any claims and defenses, including any Avoidance Actions, or any other causes of action against the DIP Agent, the DIP Lenders, the Prepetition Secured Parties or, in each case, their respective agents, affiliates, subsidiaries, directors, officers, employees, representatives, attorneys or advisors, (c) prevent, hinder or otherwise delay the DIP Agents' or the Prepetition Secured Agents' assertion, enforcement or realization on the Prepetition Collateral or the DIP Collateral, in accordance with the DIP Documents, the Prepetition Secured Facilities Documents (subject to the Prepetition Intercreditor Agreements) or this Interim Order, the exercise of rights by the DIP Agents or the Prepetition Secured Parties once an Event of Default has occurred and is continuing or any other rights or interest of any of the DIP Agents, the DIP Lenders or the Prepetition Secured Parties following the occurrence of a DIP Termination Event and after the Notice Period, (d) seek to subordinate (other than to the Carve Out or as 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, (e) seek to modify any of the rights granted to the DIP Agents, the DIP Lenders or any of the Prepetition Secured Parties hereunder or under the DIP Documents or the Prepetition Secured Facilities Documents, in the case of each of the foregoing clauses (a) through (e), without such party's prior written consent, (f) pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved by an order of this Court or otherwise permitted under the DIP Documents, or (g) pay Allowed Professional Fees, disbursements, costs or expenses incurred by any person, including, without limitation, the Creditors' Committee (if any), in connection with any of the foregoing. The "Investigation Budget Cap" means a cap of $75,000.00 with respect to Allowed Professional Fees to be incurred by the Creditors' Committee (if any) under the investigation budget.

31. Loss or Damage to Collateral. Nothing in this Interim Order, the DIP Documents or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, any DIP Lender or any Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts. So long as the DIP Agents, the DIP Lenders and the Prepetition Secured Parties comply with their obligations under the DIP Documents and this Interim Order and their obligations, if any, under applicable law (including the Bankruptcy Code), (a) the DIP Agents, the DIP Lenders and the Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person and (b) all risk of loss, damage or destruction of the DIP Collateral shall be borne by the Debtors.

32. Reservation of Rights Under the Prepetition Intercreditor Agreements. Pursuant to Bankruptcy Code section 510, the Prepetition Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Secured Facilities Documents (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights and remedies of the Prepetition Secured Parties (including 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 modifications of the automatic stay) and (iii) shall not be deemed to be amended, altered or modified by the terms of this Interim Order or the DIP Documents, unless expressly set forth herein or therein. Failure to reference the Prepetition Intercreditor Agreements in any provision herein or in the DIP Documents shall not limit the effectiveness of the Prepetition Intercreditor Agreements in any respect.

33. Interim Order Governs. In the event of any inconsistency between the provisions of this Interim Order and the DIP Documents, the provisions of this Interim Order shall govern.

34. Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this Interim Order, including all findings herein, shall be binding, subject to paragraph 27 of this Interim Order, upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, the Creditors' Committee (if any), any non-statutory committees appointed or formed in these Chapter 11 Cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to Bankruptcy Code section 1104 or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the

Debtors) and shall inure to the benefit of the DIP Agents, the DIP Lenders, the Prepetition Secured Parties and the Debtors and their respective successors and assigns; *provided*, *however*, that the DIP Agents, the DIP Lenders and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) or to extend any financing to any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the Estates.

35. Limitation of Liability. In determining to make any loan or other extension of credit under the DIP Documents, to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Documents, none of the DIP Agents, the DIP Lenders and the Prepetition Secured Parties shall (i) be deemed to be in "control" of the operations or participating in the management of the Debtors; (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; and (iii) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" with respect to the operation or management of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., as amended, or any similar federal or state statute).

36. Master Proof of Claim.

(a) Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or any Successor Cases to the contrary, the DIP Agents, the DIP Lenders and the Prepetition Secured Parties will not be required to file proofs of claim or requests for administrative expenses in any of the Chapter 11 Cases or Successor Cases for any claims allowed herein, including any claims arising under the DIP Documents or the Prepetition Secured Facilities Documents. The Stipulations, admissions and acknowledgments and the provisions of this Interim Order shall be deemed to constitute a timely filed proof of claim

and a timely filed request for administrative expenses for the DIP Agents, the DIP Lenders and the Prepetition Secured Parties with regard to all claims allowed herein, including any claims arising under the DIP Documents or the Prepetition Secured Facilities Documents. Any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases shall not apply to any claim of the DIP Agents, the DIP Lenders or the Prepetition Secured Parties.

(b) In order to facilitate the processing of claims, to ease the burden upon the Court and to reduce an unnecessary expense to the Estates, each of the DIP Agents and the Prepetition Secured Agents is authorized, but not directed, in their sole discretion, to file in the Debtors' lead chapter 11 case, *In re American Tire Distributors, Inc.*, Case No. 24-12391 (the "Lead Case"), a single, master proof of claim on behalf of its respective DIP Secured Parties or Prepetition Secured Parties, as applicable, on account of any and all of their respective claims arising under the applicable DIP Documents and Prepetition Secured Facilities Documents and hereunder (each, a "Master Proof of Claim") against each applicable Debtor. Upon the filing of a Master Proof of Claim by a DIP Agent and a Prepetition Secured Agent in the Lead Case, the applicable DIP Secured Parties and Prepetition Secured Parties, and each of their respective successors and assigns, shall be deemed to have filed a proof of claim and a request for administrative expenses against each of the Debtors in the amount set forth in such Master Proof of Claim for such DIP Secured Parties and Prepetition Secured Parties in respect of their claims against each of the Debtors of any type or nature whatsoever with respect to the applicable DIP Documents and Prepetition Secured Facilities Documents, and such Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim and a separate request for administrative expense in each of these Chapter 11 Cases. The Master Proofs of Claim shall not be required to identify any DIP Secured Party or Prepetition Secured Party by its name (other than

the applicable DIP Agent or Prepetition Secured Agent) or identify whether any DIP Secured Party or Prepetition Secured Party acquired its claim from another party and the identity of any such party or to be amended to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The provisions of this paragraph 36 and each Master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of each DIP Secured Party and Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable DIP Secured Parties and Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the DIP Agent and Prepetition Secured Agents, as applicable. Any Master Proof of Claim filed by any DIP Agent and Prepetition Secured Agent shall be deemed to be in addition to and not in lieu of any other proof of claim or request for administrative expenses that may be filed by any of the DIP Secured Parties and Prepetition Secured Parties.

37. Information and Other Covenants. The Loan Parties shall comply in all material respects with the reporting requirements set forth in the DIP Documents. Until such time as all DIP Obligations are Paid in Full, the Debtors shall continue to use and maintain the cash management system in effect as of the Petition Date (the "Cash Management System"), as modified by this Interim Order and any order of the Court authorizing the continued use of the Cash Management System that is acceptable to the DIP Agents, the Required DIP ABL Lenders and the Required DIP Term Lenders, in accordance with the DIP Documents. Except as provided for in the DIP Documents, 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.

38. Insurance. To the extent that any of the Prepetition Secured Parties is listed as additional insured and/or loss payee under the Borrower's or Guarantors' insurance policies, the DIP Agents are also deemed to be the additional insured and/or loss payee under such insurance policies and shall act in that capacity and distribute any proceeds recovered or received in respect of any such insurance policies, in each case, subject to the Carve Out, first, to the payment in full of the DIP Obligations and second, to the payment of the obligations arising under the Prepetition Secured Facilities Documents, in each case subject to and consistent with the relative rights and priorities set forth on **Exhibit 2** hereto and the Prepetition Intercreditor Agreements.

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

40. 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.

41. Payments Held in Trust. Except as expressly permitted in this Interim Order or the DIP Documents and subject to the Carve Out in all respects, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Obligations under

the DIP Documents, and termination of the commitments in accordance with the DIP Documents, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agents and the DIP Lenders based on the rights and priorities set forth on **Exhibit 2** hereto and shall immediately turn over such proceeds to the applicable DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Documents and this Interim Order based on the rights and priorities set forth on **Exhibit 2** hereto.

42. Credit Bidding. Upon entry of this Interim Order, subject to Bankruptcy Code section 363(k), the terms of the DIP Documents, the applicable provisions of the Prepetition Intercreditor Agreements, and the rights and the lien priorities set forth on **Exhibit 2** attached hereto: (i) the DIP ABL Agent (at the direction of the Required DIP ABL Lenders) shall have the unconditional right to credit bid the aggregate outstanding DIP ABL Obligations and Prepetition ABL Obligations, including any accrued interest and expenses, during any sale of Debtors' assets (in whole or in part), including without limitation, sales occurring pursuant to Bankruptcy Code section 363 or included as part of any restructuring plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii) (any of the foregoing sales or dispositions, a "Sale"), on a dollar-for-dollar basis; (ii) the DIP Term Loan Agent (x) at the direction of the Required Consenting New Money DIP Lenders shall have the unconditional right to credit bid the aggregate outstanding New Money DIP Term Loan Obligations, including the OID, premiums, any accrued interest, fees and expenses, (y) at the direction of the Required Consenting 2024 FILO Roll-Up Lenders shall have the unconditional right to credit bid the aggregate outstanding 2024 FILO Roll-Up DIP Obligations, including any accrued interest, fees and expenses, and (z) at the direction of the Required Consenting Roll-Up Term Loan Lenders shall have the unconditional right to credit

bid the aggregate outstanding Prepetition Term Loan Roll-Up DIP Obligations, including any accrued interest, fees and expenses, in a Sale (including any deposit in connection with such sale), on a dollar-for-dollar basis; (iii) the Prepetition Term Loan Agent (at the direction of the Required Lenders (as defined in the Prepetition Term Loan Credit Agreement)) shall have the unconditional right to credit bid the aggregate outstanding Prepetition Term Loan Obligations, including any accrued interest, fees and expenses (including any amounts on account of Term Loan Adequate Protection 507(b) Claims), in a Sale (including any deposit in connection with such sale), on a dollar-for-dollar basis; and (iv) if any Sale includes both prepetition or postpetition ABL Priority Collateral and Term Loan Priority Collateral and the DIP Secured Parties and Prepetition Secured Parties, as applicable, are unable after negotiating in good faith to agree on the allocation of the purchase price between the prepetition or postpetition ABL Priority Collateral and Term Loan Priority Collateral, any of their respective agents may apply to the Court to make a determination of such allocation consistent with the terms of the applicable Prepetition Intercreditor Agreements, this Interim Order and the Final Order. The DIP Agents and Prepetition Secured Agents shall have the absolute right to assign, sell or otherwise dispose of their respective rights to credit bid to any acquisition entity or joint venture formed in connection with such bid. Any of the DIP Agents and Prepetition Secured Agents, in their respective capacities as such, shall be deemed to be a qualified bidder (or such analogous term or capacity) in connection with any Sale, and the Debtors shall not object to any of the DIP ABL Agent, DIP Term Loan Agent or Prepetition Term Loan Agent credit bidding the full amount of the then outstanding DIP ABL Obligations and Prepetition ABL Obligations, DIP Term Loan Obligations or Prepetition Term Loan Obligations (including any Adequate Protection Obligations, as applicable), respectively.

43. Bank of America Merchant Agreement. While the Interim Order is in effect, notwithstanding anything in this Interim Order, nothing herein shall impact Bank of America, N.A.'s rights with respect to the Bank of America Merchant Agreement or the amounts in the Bank of America Reserve (as set forth in, and as such terms are defined in, the *Interim Order (I) Authorizing the Debtors to (A) Maintain and Administer Their Existing Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto, and (II) Granting Related Relief* [Docket No. [●]] and the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain and Administer Their Existing Customer Programs and (B) Honor Certain Prepetition Obligations Related Thereto, and (II) Granting Related Relief* [Docket No. 12], as applicable).

44. Joint and Several. The Debtors are jointly and severally liable for the DIP Obligations and all other obligations hereunder.

45. No Waiver by Failure to Seek Relief. The failure of the DIP Agents, 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 Secured Facilities Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder or otherwise of the DIP Agents, DIP Lenders or Prepetition Secured Parties.

46. Necessary Action. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Interim Order and the transactions contemplated hereby.

47. Retention of Jurisdiction. The Court shall retain jurisdiction to enforce the provisions of this Interim Order.

48. Final Hearing. The Final Hearing is scheduled for November 19, 2024 at 2:00 p.m. (Prevailing Eastern Time) before this Court; *provided* that the Final Hearing may be adjourned or otherwise postponed upon the Debtors' filing of a notice of such adjournment.

49. Objections. Any party in interest objecting to the relief sought at the Final Hearing shall file and serve written objections, which objections shall be served upon (a) the Debtors, 12200 Herbert Wayne Court, Huntersville, NC 28078, Attn.: Jim Bienias (jbienias@alixpartners.com); (b) proposed co-counsel to the Debtors (i) Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago IL 60654, Attn.: Chad Husnick (chad.husnick@kirkland.com), Dave Gremling (dave.gremling@kirkland.com) and 601 Lexington Avenue, New York, NY 10022, Attn.: Melissa Mertz (melissa.mertz@kirkland.com); and (ii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com) and Edward Corma (ecorma@pszjlaw.com); (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Richard L. Schepacarter (richard.schepacarter@usdoj.gov); (d) counsel to certain of the DIP Term Lenders and the Ad Hoc Group, Akin Gump Strauss Hauer & Feld LLP, Bank of America Tower, 1 Bryant Park, New York, New York 10036, Attn.: Philip C. Dublin (pdublin@akingump.com) and Naomi Moss (nmoss@akingump.com); (e) local counsel to certain of the DIP Term Lenders and the Ad Hoc Group, Potter Anderson & Corroon LLP, 1313 N. Market Street, 6th Floor, Wilmington, Delaware 19801, Attn.: M. Blake Cleary (bcleary@potteranderson.com); (f) counsel to the DIP Term Loan Agent, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022, Attn: Douglas S. Mintz (douglas.mintz@srz.com) and Reuben E. Dizengoff (reuben.dizengoff@srz.com); (g) counsel to the DIP ABL Agent and the Prepetition ABL Agent,

Otterbourg P.C., 230 Park Avenue, New York, New York 10169, Attn.: Daniel F. Fiorillo (dfiorillo@otterbourg.com) and Chad B. Simon (csimon@otterbourg.com); and (h) any statutory committee appointed in these Chapter 11 Cases, in each case to allow actual receipt by the foregoing no later than **November 12, 2024 at 4:00 p.m. (Prevailing Eastern Time).**

50. *Notice of Entry of Interim Order*. The Debtors shall promptly serve copies of this Interim Order to the parties having been given notice of the Interim Hearing, to any party that has filed a request for notices with this Court and to the Creditors' Committee, if and after the same has been appointed, or such Creditors' Committee's counsel, if the same shall have been appointed.



Dated: October 25th, 2024
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Prepetition Lien Priorities

Term Loan Priority Collateral	ABL Priority Collateral
Prepetition Term Loan Liens 2024 Delayed Draw FILO Liens	Prepetition ABL Liens 2024 Delayed Draw FILO Liens[1]
Prepetition ABL Liens	Prepetition Term Loan Liens
--	Tire Vendor Liens

[1] Subject to the applicable provisions of the Prepetition ABL-FILO Credit Agreement and other applicable Prepetition ABL-FILO Credit Documents governing priority of rights and payments among the Prepetition ABL Agent and Prepetition ABL Lenders, on one hand, and the 2024 Delayed Draw FILO Secured Parties, on the other hand.

Exhibit 2

Lien Priorities on DIP Collateral

The DIP Liens, the Adequate Protection Liens, the Prepetition Liens and the Tire Vendor Liens shall in each case be subject to the Carve Out and otherwise have the following priority on the DIP Collateral and the applicable Prepetition Collateral at the applicable Debtor entities obligated on the DIP Obligations or the applicable Prepetition Secured Obligations, in each case subject to the terms of the Prepetition Intercreditor Agreements and the Tire Vendor Subordination Agreements, any other intercreditor agreement and any other subordination or similar agreement, as applicable:

Priority	Term Loan Priority Collateral	ABL Priority Collateral
1.	Carve Out	Carve Out
2.	Permitted Liens	Permitted Liens
3.	New Money DIP Term Loan Liens	DIP ABL Liens
4.	2024 FILO Roll-Up DIP Loan Liens Term Loan Roll-Up DIP Loan Liens	ABL Adequate Protection Liens
5.	Term Loan Adequate Protection Liens	Prepetition ABL Liens
6.	Prepetition Term Loan Liens	2024 FILO Roll-Up DIP Loan Liens
7.	DIP ABL Liens	New Money DIP Term Loan Liens
8.	ABL Adequate Protection Liens	Term Loan Roll-Up DIP Loan Liens
9.	Prepetition ABL Liens	Term Loan Adequate Protection Liens
10.	--	Prepetition Term Loan Liens
11.	--	Tire Vendor Adequate Protection Liens
12.	--	Tire Vendor Liens

AMERICAN TIRE DISTRIBUTORS, INC., et al., Debtors

		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	
	Week Start Date	**Oct-19**	**Oct-26**	**Nov-02**	**Nov-09**	**Nov-16**	**Nov-23**	**Nov-30**	**Dec-07**	**Dec-14**	**Dec-21**	**Dec-28**	**Jan-04**	**Jan-11**	**Oct-19**
	Week End Date	**Oct-25**	**Nov-01**	**Nov-08**	**Nov-15**	**Nov-22**	**Nov-29**	**Dec-06**	**Dec-13**	**Dec-20**	**Dec-27**	**Jan-03**	**Jan-10**	**Jan-17**	**Jan-17**
	Operating Cashflows														
1	Receipts	$ 69,653	$ 49,581	$ 59,373	$ 94,650	$ 83,887	$ 55,192	$ 57,999	$ 110,691	$ 83,028	$ 45,187	$ 40,601	$ 78,462	$ 84,082	**$ 912,386**
2	Inventory vendor payments	-	(47,016)	(45,675)	(91,136)	(71,014)	(45,366)	(31,560)	(81,680)	(43,843)	(29,844)	(30,348)	(39,892)	(39,569)	**(596,943)**
3	Operating expenses	(12,200)	(24,311)	(21,943)	(23,572)	(13,082)	(21,846)	(22,759)	(22,206)	(10,769)	(20,860)	(21,636)	(21,424)	(10,995)	**(247,603)**
4	**Total Operating Cashflows**	**$ 57,453**	**$ (21,747)**	**$ (8,245)**	**$ (20,058)**	**$ (209)**	**$ (12,019)**	**$ 3,680**	**$ 6,805**	**$ 28,416**	**$ (5,517)**	**$ (11,383)**	**$ 17,146**	**$ 33,519**	**$ 67,840**
	Non-Operational Cashflow														
5	Professional Fee Escrow	-	(4,420)	(2,525)	(2,325)	(2,325)	(4,698)	(2,060)	(1,860)	(1,860)	(1,860)	(4,770)	(1,310)	(1,110)	**(31,122)**
6	Other Chapter 11 items	(1,000)	-	-	-	-	-	-	-	-	-	-	-	-	**(1,000)**
7	Debt related & Interest Payments	(1,200)	-	-	-	(6,279)	-	-	-	(6,105)	-	-	-	(804)	**(14,388)**
8	**Total Non-Operational Cashflow**	**$ (2,200)**	**$ (4,420)**	**$ (2,525)**	**$ (2,325)**	**$ (8,604)**	**$ (4,698)**	**$ (2,060)**	**$ (1,860)**	**$ (7,965)**	**$ (1,860)**	**$ (4,770)**	**$ (1,310)**	**$ (1,914)**	**$ (46,510)**
9	**Total Net Cash Flow**	**$ 55,253**	**$ (26,166)**	**$ (10,770)**	**$ (22,383)**	**$ (8,813)**	**$ (16,717)**	**$ 1,620**	**$ 4,945**	**$ 20,452**	**$ (7,377)**	**$ (16,153)**	**$ 15,836**	**$ 31,605**	**$ 21,330**
	Liquidity														
	Cash Balance - Start	**31,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**31,355**
10	Net Cash Flow (+/-)	55,253	(26,166)	(10,770)	(22,383)	(8,813)	(16,717)	1,620	4,945	20,452	(7,377)	(16,153)	15,836	31,605	**21,330**
11	DIP Funding	85,000	-	-	-	37,495	30,000	-	-	-	30,000	-	-	30,000	**212,495**
12	ABL DIP Revolver (+/-)	(150,253)	26,166	10,770	22,383	(28,682)	(13,283)	(1,620)	(4,945)	(20,452)	(22,623)	16,153	(15,836)	(61,605)	**(243,825)**
	Cash Balance - End	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**	**21,355**
13	ABL Excess Availability	150,264	93,600	54,227	25,719	27,636	33,237	34,955	47,463	28,969	37,141	26,707	30,499	57,981	
14	Funds available in DIP Escrow	37,495	37,495	37,495	37,495	-	95,000	95,000	95,000	95,000	65,000	65,000	65,000	35,000	
15	**Total Liquidity**	**209,114**	**152,450**	**113,078**	**84,569**	**48,992**	**149,592**	**151,310**	**163,818**	**145,324**	**123,497**	**113,063**	**116,855**	**114,336**	

Exhibit 4

DIP ABL Credit Agreement

RATIFICATION AND AMENDMENT AGREEMENT

This **RATIFICATION AND AMENDMENT AGREEMENT** (this "***Agreement***"), dated as of October ____, 2024, is by and among **AMERICAN TIRE DISTRIBUTORS, INC.**, a Delaware corporation, as a debtor and debtor-in-possession under Chapter 11 of Title 11 of the United State Code, as amended (the "***Bankruptcy Code***") (the "***Company***"), each other Domestic Borrower party hereto, as a debtor and debtor-in-possession under the Bankruptcy Code, each Canadian Borrower party hereto, **ATD NEW HOLDINGS III, INC.**, a Delaware corporation ("***Holdings***"), each other Domestic Guarantor party hereto, as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, each Canadian Guarantor party hereto, each lender party hereto (collectively, the "***ABL DIP Lenders***") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent and collateral agent (together with its permitted successors in such capacities, "***ABL DIP Agent***").

W I T N E S S E T H:

WHEREAS, ABL DIP Agent and the ABL DIP Lenders have entered into a senior secured asset-based revolving credit facility (the "***Prepetition Revolving Facility***"), "first-in, last-out" term loan facility (the "***Prepetition FILO Facility***"), and the "first-in, last-out" delayed draw term loan facility (the "***Prepetition Delayed Draw FILO Facility***", and together with the Prepetition Revolving Facility and the Prepetition FILO Facility, the "***Prepetition ABL Facility***") pursuant to which ABL DIP Agent and the ABL DIP Lenders have made, and may make, loans and advances and provided, and may provide, other financial accommodations to the Borrowers as set forth in the ABL Credit Agreement, dated as of October 22, 2021 (as amended by the First Amendment to ABL Credit Agreement, dated as of April 13, 2023, Second Amendment to ABL Credit Agreement, dated as of July 16, 2024, Third Amendment to ABL Credit Agreement, dated as of July 24, 2024, the "***Prepetition Credit Agreement***"), by and among the Company, each other Borrower party thereto, Holdings, each ABL DIP Lender party thereto and ABL DIP Agent and the other Loan Documents (as in effect immediately prior to the Ratification Effective Date, the "***Prepetition Loan Documents***");

WHEREAS, each Domestic Borrower (as defined in the Prepetition Credit Agreement), each Domestic Guarantor (as defined in the Prepetition Credit Agreement), each Canadian Borrower (as defined in the Prepetition Credit Agreement) and each Canadian Guarantor (as defined in the Prepetition Credit Agreement) (collectively, the "***Debtors***") has commenced a case under Chapter 11 of the Bankruptcy Code (the "***Chapter 11 Cases***") in the United States Bankruptcy Court for the District of Delaware (the "***US Bankruptcy Court***"), and each Debtor has retained possession of its assets and is authorized under the Bankruptcy Code to continue the operation of its businesses as a debtor-in-possession;

WHEREAS, the Debtors have requested that ABL DIP Agent and the ABL DIP Lenders make post-petition loans and advances and provide other financial accommodations to the Borrowers secured by substantially all the assets and properties of the Debtors as set forth in the DIP Order (as defined below) and the ABL DIP Documents and make certain amendments to the

Prepetition Credit Agreement, and ABL DIP Agent and the ABL DIP Lenders are willing to do so, subject to (a) entry by the US Bankruptcy Court of an Interim DIP Order (as defined below) and (b) the other terms and conditions contained herein; and

WHEREAS, the Debtors desire to reaffirm their obligations to ABL DIP Agent and the ABL DIP Lenders pursuant to the Prepetition Loan Documents and acknowledge their continuing liabilities to ABL DIP Agent and the ABL DIP Lenders thereunder in order to induce ABL DIP Agent and the ABL DIP Lenders to make such post-petition loans and advances, and provide such other financial accommodations, to the Debtors;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ABL DIP Agent, the ABL DIP Lenders, and the Debtors mutually covenant, warrant and agree as follows:

1. **Definitions and Interpretation.**

1.1 Definitions. For purposes of this Agreement, all terms used herein which are not otherwise defined herein, including but not limited to, those terms used in the recitals hereto, shall have the respective meanings given thereto in the Prepetition Credit Agreement.

1.2 Additional Definitions. In addition, the following terms, as used in this Agreement, shall have the following meanings:

"***ABL DIP Commitments***" means the commitments from time to time outstanding under the ABL DIP Facility.

"***ABL DIP Documents***" means the Prepetition Loan Documents, as ratified, amended, supplemented or otherwise modified by this Agreement or otherwise, and any guarantee, security, intercreditor, and other relevant documentation executed and/or delivered in connection with this Agreement or the DIP ABL Credit Agreement, in each case as may hereafter be amended, supplemented or otherwise modified from time to time. For the avoidance of doubt, this Agreement shall constitute an ABL DIP Document.

"***ABL DIP Facility***" means the senior secured superpriority priming debtor-in-possession asset-based revolving credit facility and the FILO term loan facility, in the aggregate principal amount of up to $1,200,000,000, subject to the borrowing base, provided to certain of the Debtors by ABL DIP Agent and the ABL DIP Lenders pursuant to the DIP ABL Credit Agreement and the other ABL DIP Documents.

"***ABL DIP Lender Advisors***" means, collectively, Otterbourg P.C., as US counsel to the ABL DIP Agent, and PKF Clear Thinking, as financial advisor to the ABL DIP Agent.

"***ABL DIP Loans***" means the loans outstanding under the ABL DIP Facility from time to time.

"***ABL DIP Obligations***" means all Obligations of the Debtors arising under the ABL DIP Facility, whether arising on or after the conversion or dismissal of the Chapter 11 Cases, or before, during and after the confirmation of any plan of reorganization in the Chapter 11 Cases, and

whether arising under or related to this Agreement, the DIP ABL Credit Agreement, the other ABL DIP Documents, a DIP Order, by operation of law or otherwise, and whether incurred by any Debtor as principal, surety, endorser, guarantor or otherwise and including, without limitation, all principal, interest, financing charges, letter of credit fees, unused line fees, servicing fees, line increase fees, debtor-in-possession facility fees, early termination fees, other fees, commissions, costs, expenses and attorneys', accountants' and consultants' fees and expenses incurred in connection with any of the foregoing, and for the avoidance of doubt including the Roll-Up and the Hedge Obligations and excluding any Excluded Swap Obligations.

"***ABL DIP Secured Parties***" has the meaning given to the term "Secured Parties" in the DIP ABL Credit Agreement.

"***Approved Budget***" means, at any relevant date, the Initial Budget and the then most recently delivered and approved Updated Budget delivered to ABL DIP Agent for distribution to the ABL DIP Lenders in accordance with Section 6.3 of this Agreement, each in form and substance satisfactory to ABL DIP Agent and approved by ABL DIP Agent and the Required ABL DIP Lenders, during the continuance of the Chapter 11 Cases. It being understood and agreed that the Initial Budget attached as Exhibit B hereto is satisfactory to the ABL DIP Agent and the Required ABL DIP Lenders.

"***Carve Out***" has the meaning set forth in the DIP Order.

"***Collateral***" means all Collateral (as defined in the Collateral Documents) and all other property of whatever kind and nature pledged or charged as collateral under any Collateral Document.

"***DIP ABL Credit Agreement***" means the Prepetition Credit Agreement as ratified, amended, supplemented and otherwise modified by this Agreement, and as may hereafter be amended, supplemented or otherwise modified from time to time.

"***DIP Collateral***" means all Collateral securing the ABL DIP Obligations, including, without limitation, (a) all Prepetition Collateral, (b) all other assets and properties of each of the Loan Parties and their bankruptcy estates, whether tangible or intangible, real, personal or mixed, wherever located, whether now owned or consigned by or to, or leased from or to, or hereafter acquired by, or arising in favor of the Loan Parties, whether prior to or after the Petition Date, (c) all proceeds recovered by or on behalf of any Debtor or any trustee of any Debtor (whether in the Chapter 11 Cases or any subsequent case to which any of the Chapter 11 Cases is converted) as a result of transfers or obligations avoided or actions maintained or taken pursuant to Sections 542, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code, subject to the entry of the Final DIP Order, (d) all assets of the Debtors not otherwise subject to a valid and enforceable Lien in favor of ABL DIP Agent on the Petition Date, subject to the entry of the Interim DIP Order, and (e) to the extent not otherwise included, all proceeds and products of the foregoing; *provided*, that "DIP Collateral" shall not include any Excluded Property but shall include any and all proceeds and products of Excluded Property, unless such proceeds and products otherwise separately constitute Excluded Property.

"***DIP Escrow Agent***" means the escrow agent under the DIP Term Loan Facility.

"***DIP Facilities***" means, collectively, the DIP Term Loan Facility and the ABL DIP Facility.

"***DIP Order***" means, individually and collectively, the Interim DIP Order and the Final DIP Order.

"***DIP Superpriority Claims***" has the meaning set forth in the DIP Order in effect on the date of determination.

"***DIP Term Agent***" means the administrative agent and collateral under the DIP Term Loan Facility.

*"**DIP Term Loan Term Sheet***" means that certain Senior Secured Debtor in Possession Term Loan Facility Summary of Terms and Conditions attached as Exhibit C to the Restructuring Support Agreement (as defined herein).

"***DIP Term Documents***" means the DIP Term Loan Term Sheet and, upon the execution thereof, a credit agreement together with all security and collateral agreements related thereto.

"***DIP Term Lenders***" means the lenders under the DIP Term Loan Facility.

"***DIP Term Loans***" means the loans outstanding under the DIP Term Loan Facility.

"***DIP Term Loan Facility***" means a senior secured non-amortizing superpriority priming debtor in possession term loan facility in an aggregate principal amount comprised of (i) new term loans in a principal amount of up to $250 million to be made available to the Borrower in two draws, (ii) the 2024 FILO Roll-Up-DIP Loans (as defined in the DIP Term Loan Term Sheet) and (iii) the Term Loan Roll-Up DIP Loans (as defined in the DIP Term Loan Term Sheet as in effect on the date hereof).

"***DIP Term Loan Obligations***" means all obligations of the Debtors under the DIP Term Loan Facility.

"***Final DIP Order***" means, individually and collectively, the orders of the US Bankruptcy Court approving the DIP Term Loan Facility and the ABL DIP Facility on a final basis, which shall be in form and substance, and upon terms and conditions, acceptable in all respects to ABL DIP Agent and the Required ABL DIP Lenders.

"***Initial Budget***" means the rolling 13-week cash flow forecast attached as Exhibit B hereto.

"***Interim DIP Order***" means individually and collectively, the orders of the US Bankruptcy Court approving the DIP Term Loan Facility and the ABL DIP Facility on an interim basis, which shall be in form and substance, and upon terms and conditions, acceptable in all respects to ABL DIP Agent and the Required ABL DIP Lenders, shall authorize and approve, among other matters, (i) the Loan Parties' entry into the DIP Term Documents and the ABL DIP Documents, as applicable, (ii) the making of the DIP Term Loans and the ABL DIP Loans (including Swingline Loans and the issuance of Letters of Credit under the DIP ABL Credit Agreement) (including the Roll-Up and conversion of all amounts outstanding under the Prepetition ABL Facility into the ABL DIP Facility upon entry of the Interim DIP Order), (iii) the granting of the super-priority claims and liens against the Loan Parties and their assets in accordance with the DIP Term Documents and the ABL DIP Documents (as applicable), respectively, with respect to the DIP

Collateral, (iv) the use of cash collateral solely in accordance with the terms of the ABL DIP Documents and the DIP Term Documents, (v) the granting of adequate protection to the Prepetition First Lien Secured Parties and the Prepetition ABL Secured Parties, (vi) granting waivers (including, without limitation, surcharge waivers under Section 506(c) of the Bankruptcy Code, equities of the case waiver under Section 552 of the Bankruptcy Code, rights to seek non-consensual use of cash collateral under Section 363 of the Bankruptcy Code, and marshaling requirements) and releases in favor of the Prepetition ABL Secured Parties and Prepetition First Lien Secured Parties.

"***Permitted Variance***" means, as of the last date of each Test Period, commencing with the third full week after the Petition Date, (1) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating cash receipts of the Debtors shall not exceed 10% and (2) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating disbursements (other than all professional fees, including professional fees and expenses incurred by the Debtors, the DIP Term Agent, the DIP Escrow Agent, the DIP Term Lenders, the ABL DIP Agent, the ABL DIP Lenders, U.S. Trustee and the unsecured creditors' committee that are owed and payable by the Debtors) shall not exceed 10%, in each case, based on a rolling four-week basis (or building up to a rolling four-week basis in the first two Test Periods).

"***Petition Date***" means the date of the commencement of the Chapter 11 Cases.

"***Prepetition ABL Obligations***" means all Obligations arising under the Prepetition ABL Facility.

"***Prepetition ABL Secured Parties***" has the meaning given to the term "Secured Parties" in the Prepetition Credit Agreement.

"***Prepetition Collateral***" means all Collateral securing the Prepetition ABL Obligations.

"***Prepetition First Lien Secured Parties***" has the meaning given to the term "Secured Parties" in the Prepetition Term Loan Credit Agreement.

"***Prepetition Term Loan Credit Agreement***" has the meaning given to the term "Term Loan Credit Agreement" in the Prepetition Credit Agreement.

"***Ratification Effective Date***" means the effective date of this Agreement.

"***Required ABL DIP Lenders***" means, as of any date of determination, ABL DIP Lenders holding greater than 50% of the aggregate amount of ABL DIP Commitments and ABL DIP Loans; provided that the unused ABL DIP Commitments of, and the portion of the Total ABL DIP Outstandings held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required ABL DIP Lenders.

"***Roll-Up***" means a roll-up and conversion of all Prepetition ABL Obligations and any unused Revolving Credit Commitments (as defined in the Prepetition ABL Credit Agreement), on a cashless, dollar-for-dollar basis, into new loans or commitments that repay all such Prepetition ABL Obligations in full on or after the Ratification Effective Date in accordance with the terms of the DIP Order and become indebtedness and obligations from time to time arising under the ABL DIP Facility.

"***Sale***" has the meaning set forth in Annex A.

"***Test Period***" means (i) initially, the third full week after the Petition Date and (ii) thereafter, each one-week period.

"***Total ABL DIP Outstandings***" means the aggregate Outstanding Amount of all ABL DIP Loans and L/C Obligations.

"***Uniform Commercial Code***" or "***UCC***" means the Uniform Commercial Code as in effect from time to time be in the State of New York or 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.

"***Updated Budget***" has the meaning set forth in Section 6.3(b).

1.3 Interpretation.

(a) All references to the terms "Borrowers," "Domestic Borrowers," "Guarantors," and "Domestic Guarantors" in any of the Prepetition Loan Documents shall be deemed and each such reference is hereby amended to mean and include (as applicable) the Debtors, as defined herein, and their successors and assigns (including any trustee or other fiduciary hereafter appointed as any Debtor's legal representative, as applicable, or with respect to any Debtor the property of the estate of such Debtor under the Bankruptcy Code, and its successor upon conclusion of the Chapter 11 Case of such Debtor, as the case may be).

(b) All terms not expressly defined herein which are defined in the UCC shall have the meaning set forth therein, except that the term "Lien" or "lien" shall have the meaning set forth in Section 101(37) of the Bankruptcy Code.

(c) All limits and sublimits set forth in this Agreement and the DIP ABL Credit Agreement, and any formula or other provision to which a limit or sublimit may apply, shall be determined on an aggregate basis considering together both the Prepetition Obligations and the ABL DIP Obligations.

2. **Structuring Fee.** The Borrowers shall pay to Agent, for the account of the ABL DIP Lenders on a pro rata basis according to their respective ABL DIP Commitments, a structuring fee in the amount of $_____ (the "***Structuring Fee***"), which fee shall be fully earned and due and payable on the Ratification Effective Date and which may be charged directly to the loan account of any Borrower maintained by ABL DIP Agent.

3. **Amendments to the Prepetition Credit Agreement.** Effective as of the Ratification Effective Date, the Prepetition Credit Agreement is hereby amended in its entirety to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in Exhibit A hereto. All Schedules and

Exhibits to the Prepetition Credit Agreement, as in effect immediately prior to the date of this Ratification Agreement, shall constitute Schedules and Exhibits to the DIP ABL Credit Agreement.

4. **Acknowledgments.**

4.1 Prepetition Obligations. Each Debtor hereby acknowledges, confirms and agrees that, as of October 22, 2024, the Debtors are indebted to ABL DIP Agent and the ABL DIP Lenders in respect of all Prepetition Obligations in the aggregate principal amount of not less than $883,632,604.49 consisting of (a) Revolving Credit Loans in an aggregate principal amount of not less than $659,418,773.50, (b) FILO Term Loans in an aggregate principal amount of not less than $100,000,000.00, (c) 2024 Delayed Draw FILO Loans in an aggregate principal amount of not less than $75,000,000.00, and (d) L/C Obligations in the amount of $49,213,830.99, in each case together with interest accrued and accruing thereon, and all costs, expenses, fees (including attorneys' fees and legal expenses) accrued and owing by the Debtors pursuant to the terms of the Prepetition Loan Documents, all of which are unconditionally owing by the Debtors to ABL DIP Agent and the ABL DIP Lenders, without offset, defense or counterclaim of any kind, nature and description whatsoever.

4.2 Guaranteed Obligations. Each Debtor hereby acknowledges, confirms and agrees that:

(a) all obligations of such Debtor under the Prepetition Loan Documents are unconditionally owing by such Debtor to ABL DIP Agent and the ABL DIP Lenders without offset, defense or counterclaim of any kind, nature and description whatsoever, and

(b) the absolute and unconditional guarantee of the payment of the Prepetition Obligations by such Debtor pursuant to the Prepetition Loan Documents includes, in addition and not in limitation, all ABL DIP Obligations.

4.3 Acknowledgment of Security Interests. Each Debtor hereby acknowledges, confirms and agrees that upon entry of, and subject to, an Interim DIP Order (and when applicable, the Final DIP Order), and subject to the Carve Out in all respects, ABL DIP Agent, for the benefit of itself and the other Secured Parties, (a) has and shall continue to have valid, enforceable and perfected first priority and senior security interests in and Liens, (i) subject to Permitted Liens and (ii) with respect to the claims of the ABL DIP Lenders subject to the Carve Out, in each case, upon all Collateral that is ABL Priority Collateral heretofore granted to ABL DIP Agent and the ABL DIP Lenders pursuant to the Prepetition Loan Documents as in effect immediately prior to the Petition Date to secure all of the Obligations, (b) has and shall continue to have valid, enforceable and perfected junior priority and subordinate security interests in and Liens, (i) subject to Permitted Liens, (ii) subject to the Carve Out and (iii) subject to the senior security interests and Liens in favor of the DIP Term Agent and the 2024 Delayed Draw FILO Collateral Agent (subject to the ABL/Term Loan Intercreditor Agreement and the Pari Passu Intercreditor Agreement (as defined in the ABL/Term Loan Intercreditor Agreement)) upon all Collateral that is Term Loan Priority Collateral, and (c) shall have valid and enforceable security interests in and Liens upon all Collateral granted to ABL DIP Agent, for the benefit of itself and the other the ABL DIP Lenders, under the DIP Order or hereunder or under any of the other ABL DIP Documents or otherwise granted to or held by ABL DIP Agent and the ABL DIP Lenders having the priorities set forth in the ABL DIP Documents and the DIP Order, as the case may be, and (i) subject to priority

Permitted Liens, (ii) subject to the Carve Out, (iii) subject to the senior security interests and Liens in favor of the DIP Term Agent and the 2024 Delayed Draw FILO Collateral Agent (subject to the ABL/Term Loan Intercreditor Agreement and the Pari Passu Intercreditor Agreement) upon all Collateral that is Term Loan Priority Collateral in accordance with the DIP Order, and (iv) any other Liens expressly permitted by the DIP Order that under the terms thereof have priority over the security interests and Liens in favor of the Secured Parties. The Secured Parties acknowledge and agree that notwithstanding anything to the contrary in this Agreement, the DIP ABL Credit Agreement or the other ABL DIP Documents, but subject in all respects to the terms and conditions of the DIP Order, the Carve Out shall be prior to the claims of the Secured Parties with respect to the Collateral, and to the extent provided in the DIP Order, the Carve Out shall not constitute a breach of any representation, warranty or covenant in the DIP ABL Credit Agreement or the other ABL DIP Documents or give rise to an Event of Default thereunder.

4.4 Binding Effect of Documents. Subject to the entry of the Interim DIP Order (and when applicable, the Final DIP Order) and the terms thereof, each Debtor hereby acknowledges, confirms and agrees that: (a) each of the Prepetition Loan Documents to which it is a party was duly executed and delivered to ABL DIP Agent and the ABL DIP Lenders by such Debtor and each is in full force and effect as of the date hereof, (b) the agreements and obligations of such Debtor contained in the Prepetition Loan Documents constitute the legal, valid and binding obligations of such Debtor enforceable against it in accordance with the terms thereof, and such Debtor has no valid defense, offset or counterclaim to the enforcement of such obligations, and (c) the Secured Parties are and shall be entitled to all of the rights, remedies and benefits provided for in (i) subject to the entry and terms of the DIP Order, the ABL DIP Documents, and (ii) the DIP Order.

4.5 Adoption and Ratification of ABL DIP Facility. Each Debtor hereby (a) ratifies, restates, assumes, adopts, affirms and confirms all of the terms and conditions of the Prepetition Loan Documents, as amended and supplemented pursuant hereto and the DIP Order, and each Debtor agrees to be fully bound as debtor and debtor-in-possession, as applicable, by the terms of the ABL DIP Documents to which such Debtor is a party and (b) agrees to pay all of the Prepetition Obligations in accordance with the terms of such Prepetition Loan Documents, as amended by this Agreement, and in accordance with the DIP Order. All of the Prepetition Loan Documents are hereby incorporated herein by reference and hereby are and shall be deemed adopted and assumed in full by the Debtors, each as debtor and debtor-in-possession, as applicable, and considered as agreements between the Borrowers or Guarantors, on the one hand, and ABL DIP Agent and the ABL DIP Lenders, on the other hand.

4.6 Ratification of Deposit Account Control Agreements. To the extent ABL DIP Agent deems it to be necessary, and upon ABL DIP Agent's request, the Debtors shall use best efforts to promptly provide ABL DIP Agent with evidence, in form and substance satisfactory to ABL DIP Agent, that all Deposit Account Control Agreements and other deposit account arrangements provided for under Section 6.20 of the DIP ABL Credit Agreement with banks other than ABL DIP Agent or an affiliate of ABL DIP Agent have been ratified and amended by the parties thereto, or their respective successors in interest to reflect the commencement of the Chapter 11 Cases, and including, without limitation, that any reference to a Debtor therein is to such Debtor as a debtor and debtor-in-possession, as applicable, under the Chapter 11 Cases and is in all respects the

successor in interest to such Debtor and any references to the Obligations therein include both the Prepetition Obligations and the ABL DIP Obligations and any references to the Collateral therein includes both the Prepetition Collateral and the DIP Collateral.

4.7 Letters of Credit. All Letters of Credit on account of the Debtors issued and outstanding immediately prior to the Ratification Effective Date shall be deemed to be Letters of Credit under the DIP ABL Credit Agreement for all purposes of the DIP ABL Credit Agreement and the other ABL DIP Documents.

4.8 Cash Management Obligations. All Cash Management Obligations on account of the Debtors issued or outstanding immediately prior to the Ratification Effective Date shall be deemed to be Cash Management Obligations under the DIP ABL Credit Agreement for all purposes of the DIP ABL Credit Agreement and the other ABL DIP Documents.

4.9 Cash Dominion Period. The Loan Parties hereby acknowledge that as of the Ratification Effective Date, the Cash Dominion Period (as defined in the Prepetition Credit Agreement) is in effect, and the requirements for the Cash Dominion Notice (as defined in the Prepetition Credit Agreement) have been waived.

5. Grant of Security Interest for ABL DIP Facility**.** As collateral security for the prompt performance, observance and payment in full of all of the Obligations (including, without limitation, the Prepetition Obligations and the ABL DIP Obligations), each Debtor hereby grants, pledges and assigns to ABL DIP Agent, for the benefit of itself and the other ABL DIP Secured Parties, and also confirms, reaffirms and restates the prior grant to ABL DIP Agent and the other ABL DIP Secured Parties of, continuing security interests in and liens upon, and rights of setoff against, all of the Collateral (including, without limitation, the Prepetition Collateral and the DIP Collateral).

6. Additional Representations, Warranties, Covenants and Waivers**.** In addition to the continuing representations, warranties and covenants heretofore and hereafter made by the Debtors to ABL DIP Agent and the ABL DIP Lenders, whether pursuant to the ABL DIP Documents or otherwise, and not in limitation thereof, pursuant to the ABL DIP Facility, effective upon the satisfaction of the conditions set forth in Section 7 for the effectiveness of the ABL DIP Facility, each Debtor hereby represents, warrants and covenants to ABL DIP Agent and the ABL DIP Lenders the following (which shall survive the execution and delivery of this Agreement), the truth and accuracy of which, or compliance with, to the extent such compliance does not violate the terms and provisions of the Bankruptcy Code, shall be a continuing condition of the making of ABL DIP Loans by ABL DIP Agent and the ABL DIP Lenders and the issuance of Letters of Credit by the L/C Issuers:

6.1 DIP Order. The Interim DIP Order (and, following the expiration of the interim financing period defined therein, the Final DIP Order) has been duly entered and (a) has not been vacated, reversed on appeal, or stayed, or modified or amended (other than, in the case of a modification or amendment, as consented to by ABL DIP Agent in its sole discretion), and (b) is not subject to any pending appeal or motion for leave to appeal or other proceeding to set aside any such order or other challenge to the relief provided for in such order, except in each case as consented to by ABL DIP Agent.

6.2 Use of Proceeds. The proceeds of the ABL DIP Loans under the ABL DIP Facility shall be used only for the following purposes: (i) the Roll-Up, (ii) payment of certain prepetition amounts contemplated in the Approved Budget (including prepetition payments to critical vendors identified by the Loan Parties) and solely as authorized by the US Bankruptcy Court pursuant to orders approving the first day motions filed by the Loan Parties, which orders shall be in form and substance reasonably satisfactory to ABL DIP Agent, (iii) to the extent contemplated in the Approved Budget and in accordance with the terms of the ABL DIP Facility and the Interim DIP Order/Final DIP Order, (iv) payment of the costs and expenses of administering the Chapter 11 Cases (including payments benefiting from the Carve Out) subject to the terms and conditions of the ABL DIP Facility, in each case of the forgoing, solely in accordance with and subject to the credit agreement governing the terms of the ABL DIP Facility, Interim DIP Order and Final DIP Order; *provided*, that, in no event shall the use of such proceeds result in variances from the Approved Budget that would be an Event of Default and (v) for working capital and other general corporate needs of the Debtors in the ordinary course of business in accordance with the Approved Budget.

6.3 Budget.

(a) The Initial Budget reflects the Debtors' anticipated receipts, disbursements, net cash flow, accounts receivable, inventory, loans, letters of credit, and uses of the ABL DIP Facility for each calendar week during the period from the Petition Date through and including the end of the thirteenth (13th) calendar week following the Petition Date.

(b) Beginning November 14, 2024 and every fourth Thursday thereafter (each, a "***Budget Delivery Date***"), the Debtors shall deliver to ABL DIP Agent (for distribution to the ABL DIP Lenders) a supplement to the Approved Budget covering the subsequent 13-week period, consistent with the form and level of detail set forth in the Initial Budget or otherwise in form and substance satisfactory to ABL DIP Agent in all respects (each such supplement, solely to the extent approved by ABL DIP Agent and the Required ABL DIP Lenders, an "***Updated Budget***") for each calendar week during the thirteen (13) calendar week period beginning on the Monday following the applicable Budget Delivery Date, together with a report setting forth the amount by which any line item has changed since the prior Approved Budget. Upon (and subject to) the approval of any such Updated Budget by ABL DIP Agent and the Required ABL DIP Lenders, such Updated Budget shall constitute the Approved Budget for purposes hereof; *provided, however*, that, in the event ABL DIP Agent provides written notice to the Debtors within five (5) Business Days after receipt thereof that the proposed Updated Budget is not acceptable, and ABL DIP Agent and the Debtors are unable to reach agreement regarding such Updated Budget, then the Approved Budget most recently in effect shall remain the Approved Budget.

(c) Beginning with the Thursday following the third full week after the Petition Date and every Thursday thereafter for the rolling four-week period ended on the immediately preceding Friday, the Debtors shall deliver to ABL DIP Agent (for distribution to the ABL DIP Lenders) a report, in form and substance reasonably acceptable to ABL DIP Agent (each a "***Variance Report***"), setting forth actual results for the following items identified in the Approved Budget: receipts, disbursements, net cash flow, accounts receivable, inventory, net use of the ABL DIP Facility, in each case for the previous calendar week ended on the immediately preceding

Friday, and setting forth all the variances, on a line item and aggregate basis, as compared to the corresponding amounts set forth in the Approved Budget for such week/period, in each case, on a cumulative basis from the beginning of the period covered by the Approved Budget, together with an explanation, in reasonable detail, of (1) all variances from the Approved Budget for such period and (2) any non-compliance by the Debtors with the Permitted Variances for such Test Period. Variances other than a Permitted Variance, if any, from the Approved Budget, and any proposed changes to the Approved Budget, shall be subject to the prior written consent of ABL DIP Agent and the Required ABL DIP Lenders.

(d) Each Loan Party hereby acknowledges, confirms and agrees that, unless waived in writing by ABL DIP Agent and the Required ABL DIP Lenders, each of the following events shall constitute an immediate Event of Default under the DIP ABL Credit Agreement and the other ABL DIP Documents: (i) any variance occurs other than a Permitted Variance, and (ii) Debtors fail to deliver any Approved Budget or any Variance Report as required by this Section 6.3. ABL DIP Agent and the ABL DIP Lenders are relying on Debtors' delivery of, and compliance with, the Approved Budget in accordance with this Section 6.3 in determining to enter into the post-petition financing arrangements provided for herein.

(e) Notwithstanding any projected amounts set forth in the Approved Budget relating to the costs and expenses of ABL DIP Agent and the other ABL DIP Secured Parties that are reimbursable by the Loan Parties or any other amounts owing by the Loan Parties to ABL DIP Agent and the other ABL DIP Secured Parties (including, without limitation, reasonable attorneys and consulting fees and expenses) in accordance with the DIP ABL Credit Agreement and the other ABL DIP Documents, such projections shall not limit, impair, modify or waive the Loan Parties' obligation to pay the actual amounts due to ABL DIP Agent and/or the other ABL DIP Secured Parties in respect of such costs, expenses and other amounts owing to ABL DIP Agent and the other ABL DIP Secured Parties, in each case, in accordance with the DIP ABL Credit Agreement and the other ABL DIP Documents.

6.4 Waiver of Certain Rights. For purposes of the ABL DIP Facility, each Loan Party hereby agrees that it shall not, and hereby waives any right that it may have to, seek authority (a) to use cash collateral of ABL DIP Agent and the ABL DIP Lenders under Section 363 of the Bankruptcy Code, except to the extent provided in any DIP Order, without the prior written consent of ABL DIP Agent, (b) to obtain post-petition loans or other financial accommodations, other than from ABL DIP Agent and the ABL DIP Lenders not otherwise permitted by the DIP ABL Credit Agreement, as amended by this Agreement, pursuant to Sections 364(c) or 364(d) of the Bankruptcy Code, in each case without the prior written consent of ABL DIP Agent, (c) to challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of ABL DIP Agent's post-petition liens and claims, (d) to challenge the application of any payments or collections received by ABL DIP Agent or the ABL DIP Secured Parties to the obligations of the Loan Parties as provided for herein, (e) to propose or support a plan of reorganization or liquidation in the Chapter 11 Cases that does not provide for (or does not provide each ABL DIP Secured Party at its election to receive) the indefeasible payment in full in cash and satisfaction of all obligations on the effective date of such plan, (f) to surcharge the Collateral pursuant to Section 506(c) of the Bankruptcy Code, or (g) to seek relief under the Bankruptcy

Code, including, without limitation, under Section 105 of the Bankruptcy Code, to the extent any such relief would in any way restrict or impair the rights and remedies of ABL DIP Agent or any ABL DIP Secured Party as provided herein, in the ABL DIP Documents or the DIP Order.

6.5 Milestones. The Debtors (i) covenant and agree that each of the milestones set forth on Annex A hereto shall be satisfied within the time period specified therefor and (ii) acknowledge, confirm and agree that the failure of any such condition to have been satisfied within the time period specified therefor shall constitute an immediate Event of Default under the DIP ABL Credit Agreement and the other ABL DIP Documents. No amendment or waiver of the provisions of this Section 6.5 or Annex A shall be effective unless consented to by the ABL DIP Agent and the Required ABL DIP Lenders.

7. **Conditions Precedent to Ratification Effective Date.** The effectiveness of this Agreement, and the initial borrowing under the ABL DIP Facility, shall be subject to the satisfaction or waiver (in accordance with Section 10.01 of the Prepetition Credit Agreement) of the following conditions:

7.1 The preparation, authorization and execution of the ABL DIP Documents with respect to the ABL DIP Facility, in form and substance acceptable to the Loan Parties, the ABL DIP Lenders and ABL DIP Agent;

7.2 The ABL DIP Lenders and ABL DIP Agent shall have received and approved the Initial Budget;

7.3 The delivery of (i) a secretary's (or other officer's) certificate of the Borrowers and each of the other Loan Parties, dated as of the Ratification Effective Date and in such form as is customary for the jurisdiction in which the relevant Loan Party is organized, with appropriate insertions and attachments; and (ii) a customary closing officer's certificate of the Borrower;

7.4 The Restructuring Support Agreement, dated as of October 22, 2024, among the Borrower, Holdings, the other Loan Parties party thereto and the Consenting Stakeholders (as defined therein) party thereto (the "***Restructuring Support Agreement***"), shall be in full force and effect;

7.5 The preparation, authorization and execution of the DIP Term Documents with respect to the DIP Term Loan Facility, the DIP Term Loan Facility shall be in full force and effect and there shall not be a default or event of default thereunder;

7.6 (i) The Structuring Fee and all premiums, payments, fees, costs and expenses (including, without limitation, the fees and expenses of the ABL DIP Lender Advisors and all other counsel, financial advisors and other professionals of the ABL DIP Lenders and ABL DIP Agent (whether incurred before or after the Petition Date) to the extent earned, due and owing, and including estimated fees and expenses through the Ratification Effective Date) and (ii) all fees and reasonable and documented out-of-pocket expenses required to be paid on the Ratification Effective Date pursuant to that certain DIP ABL Fee Letter, dated as of the date hereof, among the Administrative Agent and the Administrative Borrower (the "***DIP ABL Agency Fee Letter***"), shall have been paid;

7.7 All documentation and other information about the Loan Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules

and regulations (including without limitation PATRIOT Act and beneficial ownership certificates), as has been reasonably requested in writing by ABL DIP Agent at least ten (10) Business Days prior to the Ratification Effective Date will be provided not later than the date that is three (3) Business Days prior to the Ratification Effective Date;

7.8 ABL DIP Agent shall have a fully perfected lien on the DIP Collateral to the extent required by the ABL DIP Documents and the Interim DIP Order, having the priorities set forth in the Interim DIP Order; and

7.9 All first day motions filed by the Loan Parties on the Petition Date and related orders entered by the US Bankruptcy Court in the Chapter 11 Cases (including any motions related to cash management or any critical vendor or supplier motions) shall be in form and substance reasonably satisfactory to ABL DIP Agent and the Required ABL DIP Lenders.

8. **Conditions Precedent to Additional ABL DIP Loans.** In addition to the satisfaction of the conditions precedent under Section 7 of this Agreement with respect to the effectiveness of this Agreement and the making of the initial ABL DIP Loans, and notwithstanding the approval by ABL DIP Agent and the Required ABL DIP Lenders of any Approved Budget, the obligation of ABL DIP Agent and the ABL DIP Lenders to extend further ABL DIP Loans or Letters of Credit to the Debtors pursuant to the DIP ABL Credit Agreement shall be subject to the satisfaction of all of the conditions precedent in Section 4.02 of the DIP ABL Credit Agreement.

9. **Release of Prepetition Claims.**

(a) Upon the earlier of (i) the entry of the Final DIP Order or (ii) the entry of an Order extending the term of the Interim DIP Order beyond thirty (30) calendar days after the date of the entry of the Interim DIP Order, in consideration of the agreements of ABL DIP Agent and the ABL DIP Lenders contained herein and the making of any ABL DIP Loans by ABL DIP Agent and the ABL DIP Lenders, each Loan Party, pursuant to the DIP ABL Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on behalf of itself and its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges ABL DIP Agent, each ABL DIP Secured Party and each of their respective successors and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees and other representatives (ABL DIP Agent, each ABL DIP Secured Party and all such other parties being hereinafter referred to collectively as the "***Releasees***" and individually as a "***Releasee***"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "***Prepetition Released Claim***" and collectively, "***Prepetition Released Claims***") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Debtor, or any of their respective successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any nature, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement, including,

without limitation, for or on account of, or in relation to, or in any way in connection with the Prepetition Credit Agreement and the other Prepetition Loan Documents.

(b) Upon the entry of the Final DIP Order, each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Prepetition Released Claim released, remised and discharged by such Loan Party pursuant to this Section 9.1. If any Loan Party violates the foregoing covenant, the Loan Parties agree to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

9.2 Release of DIP Claims. Upon (a) the receipt by ABL DIP Agent, on behalf of itself and the other the ABL DIP Lenders, of payment in full of all Obligations (other than contingent and indemnification obligations for which no claim has been asserted) in cash or other immediately available funds, plus cash collateral or other collateral security acceptable to ABL DIP Agent to secure any Obligations that survive or continue beyond the termination of the DIP ABL Credit Agreement and the other ABL DIP Documents, and (b) the termination of the DIP ABL Credit Agreement and the other ABL DIP Documents (the "***Payment Date***"), in consideration of the agreements of ABL DIP Agent and the ABL DIP Lenders contained herein and the making of any ABL DIP Loans by ABL DIP Agent and the ABL DIP Lenders, each Loan Party hereby covenants and agrees to execute and deliver in favor of ABL DIP Agent and the ABL DIP Secured Parties a valid and binding termination and release agreement, in form and substance satisfactory to ABL DIP Agent. If any Loan Party violates such covenant, the Loan Parties agree to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

9.3 Releases Generally.

(a) Each Loan Party understands, acknowledges and agrees that the releases set forth above in Sections 9.1 and 9.2 may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such releases.

(b) Each Loan Party understands, acknowledges and agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final and unconditional nature of the releases set forth in Section 9.1 hereof and, when made, Section 9.2 hereof.

10. **Miscellaneous.**

10.1 Amendments and Waivers. Neither this Agreement nor any other instrument or document referred to herein or therein may be changed, waived, discharged or terminated orally, but only by an instrument in writing executed in accordance with the requirements of Section 10.01 of the DIP ABL Credit Agreement.

10.2 Further Assurances. Each Debtor shall, at its expense, at any time or times duly execute and deliver, or shall use its best efforts to cause to be duly executed and delivered, such

further agreements, instruments and documents, including, without limitation, additional security agreements, collateral assignments, UCC financing statements or amendments or continuations thereof, landlord's or mortgagee's waivers of liens and consents to the exercise by ABL DIP Agent and the ABL DIP Secured Parties of all the rights and remedies hereunder, under any of the other ABL DIP Documents, any DIP Order or applicable law with respect to the Collateral, and do or use its best efforts to cause to be done such further acts as may be reasonably necessary or proper in ABL DIP Agent's opinion to evidence, perfect, maintain and enforce the security interests of ABL DIP Agent and the ABL DIP Secured Parties, and the priority thereof, in the Collateral and to otherwise effectuate the provisions or purposes of this Agreement, any of the other ABL DIP Documents or the DIP Order. Upon the request of ABL DIP Agent, at any time and from time to time, each Debtor shall, at its cost and expense, do, make, execute, deliver and record, register or file updates to the filings of ABL DIP Agent and the ABL DIP Secured Parties with respect to the Intellectual Property with the United States Patent and Trademark Office, the financing statements, registrations, mortgages, deeds of trust, deeds to secure debt, and other instruments, acts, pledges, assignments and transfers (or use its best efforts to cause the same to be done) and will deliver to ABL DIP Agent and the ABL DIP Secured Parties such instruments evidencing items of Collateral as may be available and requested by ABL DIP Agent.

10.3 Headings. The headings used herein are for convenience only and do not constitute matters to be considered in interpreting this Agreement.

10.4 Counterparts. This Agreement 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 telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. ABL DIP Agent may also require that any such documents and signatures delivered by telecopier 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 telecopier or other electronic transmission.

10.5 Additional Events of Default. The parties hereto acknowledge, confirm and agree that the failure of any Debtor to comply with any of the covenants, conditions and agreements by such Debtor contained herein shall constitute an Event of Default under the ABL DIP Documents.

10.6 Costs and Expenses. Subject to the terms of the DIP Order, the Borrowers shall pay to ABL DIP Agent on demand all costs and expenses that ABL DIP Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement and the other ABL DIP Documents and the DIP Order, including, without limitation: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to, and reasonable fees and expenses of consultants, accountants and other professionals retained by, ABL DIP Agent, or counsel to ABL DIP Agent on behalf of ABL DIP Agent, including without limitation the fees and expenses of any financial advisors; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement, the other ABL DIP Documents, the DIP Order and the transactions contemplated thereby; (c) taxes, fees and other

charges for recording any agreements or documents with any governmental authority, and the filing of UCC financing statements and continuations, and other actions to perfect, protect, and continue the security interests and liens of ABL DIP Agent and the ABL DIP Secured Parties in the Collateral; (d) sums paid or incurred to pay any amount or take any action required of the Debtors under the ABL DIP Documents or the DIP Order that the Debtors fail to pay or take; (e) costs of appraisals, inspections and verifications of the Collateral and including travel, lodging, and meals for inspections of the Collateral and the Debtors' operations by ABL DIP Agent or its agent and to attend court hearings or otherwise in connection with the Chapter 11 Cases; (f) costs and expenses of preserving and protecting the Collateral; (g) all out-of-pocket expenses and costs heretofore and from time to time hereafter incurred by ABL DIP Agent during the course of periodic field examinations of the Collateral and the Debtors' operations, plus a fee of $____ per day, per auditor, plus reasonable out-of-pocket expenses for each field examination of the Loan Parties performed by personnel employed by ABL DIP Agent; (h) if implemented, a fee of $____ per day, per applicable individual, plus reasonable out-of-pocket expenses for the establishment of electronic collateral reporting; (i) in accordance with the terms of this Agreement, the actual charges paid or incurred by ABL DIP Agent if it elects to employ the services of one or more third persons as a consultant or financial advisor during the Chapter 11 Cases; (j) the actual charges paid or incurred by ABL DIP Agent if it elects to employ the services of one or more third-persons to perform field examinations, to appraise the Collateral, or any portion thereof, or to assess the Loan Parties' business valuation; and (k) costs and expenses (including attorneys' and paralegals' fees and disbursements) paid or incurred to obtain payment of the Obligations, enforce the security interests and liens of ABL DIP Agent and the ABL DIP Secured Parties, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, the other ABL DIP Documents and the DIP Order, or to defend any claims made or threatened against ABL DIP Agent or any ABL DIP Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for and consultations concerning any such matters). The foregoing sentences shall not be construed to limit any other provisions of the ABL DIP Documents regarding costs and expenses to be paid by the Debtors. Subject to the terms of the DIP Order, all sums provided for in this Section 10.6 shall be part of the Obligations, shall be payable on demand, and shall accrue interest after demand for payment thereof at the highest rate of interest then payable under the ABL DIP Documents. ABL DIP Agent is hereby irrevocably authorized to charge any amounts payable hereunder directly to any account maintained by ABL DIP Agent with respect to any Debtor.

10.7 Effectiveness. This Agreement (except those Sections hereof that by the express terms thereof only become effective upon satisfaction or waiver of the conditions set forth in Section 7) shall become effective upon the execution hereof by ABL DIP Agent, the ABL DIP Lenders and the Debtors; *provided*, that if the Ratification Effective Date shall not occur by the close of business on the date that is three (3) days following the Petition Date, the obligations of all parties under this Agreement shall terminate.

10.8 DIP Order. In the event of any inconsistency between the terms of the DIP Order and the ABL DIP Documents, the terms of the DIP Order shall control.

10.9 Conflicts. In the event of any conflict between the terms of this Agreement, on the one hand, and the DIP ABL Credit Agreement and the other ABL DIP Documents, on the other, or

in the event a matter is addressed in this Agreement but not in the DIP ABL Credit Agreement or the other ABL DIP Documents, the terms of this Agreement shall govern.

10.10 Rescission of Notice of Reserves. The letter RE: Notice of Reserves, dated October ____, 2024, from Administrative Agent to the Company is hereby rescinded and shall be of no force or effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AMERICAN TIRE DISTRIBUTORS, INC.,
as a Borrower and a Guarantor

By: _____

Name: _____

Title: _____

ATD NEW HOLDINGS III, INC.,
as a Guarantor

By: _____

Name: _____

Title: _____

ATD SOURCING SOLUTIONS, LLC,
as a Borrower and a Guarantor

By: _____

Name: _____

Title: _____

FLX FWD LOGISTICS, LLC,
as a Borrower and a Guarantor

By: _____

Name: _____

Title: _____

TERRY'S TIRE TOWN HOLDINGS, LLC,
as a Borrower and a Guarantor

By: _____

Name: _____

Title: _____

THE HERCULES TIRE & RUBBER COMPANY, as a Borrower and a Guarantor

By: _____

Name: _____

Title: _____

TIRE PROS FRANCORP, LLC,
as a Borrower and a Guarantor

By: _____

Name: _____

Title: _____

TIREBUYER.COM, LLC,
as a Borrower and a Guarantor

By: _____

Name: _____

Title: _____

TORQATA DATA AND ANALYTICS LLC,
as a Borrower and a Guarantor

By: _____

Name: _____

Title: _____

HERCULES TIRE INTERNATIONAL INC.
PNEUS INTERNATIONAL HERCULES INC., as a Guarantor

By: _____

Name: _____

Title: _____

ATD TECHNOLOGY SOLUTIONS INC.,
as a Guarantor

By: _____

Name: _____

Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as ABL DIP Agent and an ABL DIP Lender

By: _____

Name: _____

Title: _____

[_____],
as an ABL DIP Lender

By: _____

Name: _____

Title: _____

ANNEX A

DIP Milestones

(a) Not later than three (3) days after the Petition Date, the Debtors shall have obtained the entry of the Interim DIP Order;

(b) Not later than seven (7) days after the Petition Date, the Debtors shall have filed a motion or pleading (the "***Bid Procedures Motion***"), in each case in form and substance satisfactory to ABL DIP Agent, seeking approval of (i) bidding procedures for the sale of all or substantially all of the Loan Parties' assets in accordance with Section 363 of the Bankruptcy Code (the "***Sale***"), (ii) a stalking horse credit bid submitted by DIP Term Lenders (the "***Credit Bidding Term Lenders***") setting forth the indicative terms and conditions of such lenders' credit bid for the purchase of all or substantially all of the Loan Parties' assets, in form and substance satisfactory to ABL DIP Agent and the ABL DIP Required Lenders, including, without limitation, providing for the payment in full in cash of all ABL DIP Obligations and Prepetition ABL Obligations or such other treatment acceptable to ABL DIP Agent and the ABL DIP Required Lenders (the "***Stalking Horse Credit Bid***"), and (ii) related bid protections;

(c) Not later than fourteen (14) days after the Petition Date, the Debtors shall provide evidence, in form and substance satisfactory to ABL DIP Agent, as to the determination of the necessity to have the Canadian Loan Parties commence ancillary Canadian insolvency proceedings, seeking recognition of their Chapter 11 cases as foreign proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (any such proceedings, the "***Canadian Ancillary Cases***"), and such proceedings and each motion, pleading, filing and order thereunder to be in form and substance acceptable to the ABL DIP Agent;

(d) Not later than twenty-one (21) days after the Petition Date, (i) the Debtors, the Credit Bidding Term Lenders and the ABL DIP Agent shall have executed a non-binding proposal letter for the provision of a senior secured asset-based revolving credit facility (the "***ABL Exit Financing Proposal Letter***") in connection with the financing of the Stalking Horse Credit Bid on terms and conditions mutually acceptable to ABL DIP Agent and the Credit Biding Term Lenders, and (ii) ABL DIP Agent shall have received all customary "know-your-customer" information and other diligence requested by ABL DIP Agent in connection with the execution of ABL Exit Financing Proposal Letter;

(e) Not later than twenty-one (21) days after the Petition Date, the Debtors shall have filed with the Bankruptcy Court a stalking horse asset purchase agreement, in form and substance satisfactory to ABL DIP Agent and ABL Required Lenders, setting forth the terms and conditions of the Stalking Horse Credit Bid (the "***Stalking Horse APA***");

(f) Not later than thirty-five (35) days after the Petition Date, (i) the Debtors shall have obtained the entry of an order of the Bankruptcy Court, in form and substance satisfactory to ABL DIP Agent (the "***Bid Procedures Order***") approving the Bid Procedures Motion, including, without limitation, the Stalking Horse APA; and (ii) the Debtors shall have obtained the entry of the Final DIP Order in form and substance satisfactory to ABL DIP Agent;

(g) Not later than forty-five (45) days after the Petition Date: (i) the Credit Bidding Term Lenders and the ABL DIP Secured Parties shall have executed a binding commitment letter in connection with financing the Stalking Horse Credit Bid in accordance with the Stalking Horse APA on terms and conditions mutually acceptable to ABL DIP Agent and the ABL DIP Required Lenders and the Credit Biding Term Lenders; and (ii) the Credit Bidding Term Lenders shall have provided evidence, in form and substance acceptable to the ABL DIP Agent, that the holders of the equity interests of the Credit Bidding Term Lenders have committed to provide all necessary equity financing and obtained commitments for any other additional financing in form and substance acceptable to the ABL DIP Agent, in connection with the purchase or operation of the assets and businesses purchased pursuant to the Stalking Horse APA;

(h) Not later than sixty (60) days after the Petition Date, the bid(s) for the sale of all or substantially all of the Debtors' assets shall be submitted in accordance with the Bid Procedures Order;

(i) Not later than sixty-five (65) days after the Petition Date, the Debtors shall conduct an auction in accordance with the Bid Procedures Order to select the highest and best bid(s) for the sale of all or substantially all of the Debtors' assets in accordance with the Bid Procedures Order;

(j) Not later than seventy (70) days after the Petition Date, the Debtors shall have obtained the entry of an order of the Bankruptcy Court, in form and substance satisfactory to ABL DIP Agent, approving the Sale;

(k) Not later than eighty (80) days after the Petition Date (or such later date as consented to by the ABL DIP Agent and the ABL DIP Required Lender), the Debtors shall have closed the Sale on terms and conditions acceptable to ABL DIP Agent and ABL DIP Required Lenders, and all ABL DIP Obligations and all Prepetition ABL Obligations shall have been indefeasibly paid in full in cash on terms and conditions acceptable to ABL DIP Agent and ABL DIP Lenders; *provided, however,* that if the successful bidder is a third party (not the purchaser set forth in the Stalking Horse APA), then this DIP Milestone can be extended with the consent of the Supermajority New Money DIP Lenders (as defined in the DIP Term Loan Term Sheet), subject to the ABL DIP Lenders receiving payment in full or otherwise consenting to the treatment of the ABL DIP Facility or extension; and

(l) In the even that Canadian Ancillary Cases are commenced in respect of the Canadian Loan Parties, the Debtors shall seek an order of the Canadian Bankruptcy Court in respect of each of the Approved Bankruptcy Court Orders, or any other orders contemplated by these milestones in the Chapter 11 Cases, seeking to have such orders recognized and enforced in Canada, in each instance to the extent required by the ABL DIP Agent and within such timeframes as the ABL DIP Agent may require, acting reasonably.

EXHIBIT A
to
RATIFICATION AND AMENDMENT AGREEMENT

AMENDMENTS TO PREPETITION CREDIT AGREEMENT

Attached.

EXHIBIT B
to
RATIFICATION AND AMENDMENT AGREEMENT

INITIAL BUDGET

Attached.

ABL CREDIT AGREEMENT

among

AMERICAN TIRE DISTRIBUTORS, INC.,
as a Borrower and the Administrative Borrower,

EACH OTHER BORROWER FROM TIME TO TIME PARTY HERETO,
as Borrowers

ATD NEW HOLDINGS III, INC.,
as Parent,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent,

THE LENDERS FROM TIME TO TIME PARTY HERETO,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
BANK OF AMERICA, N.A. and **CITIBANK N.A.**,
as Joint Lead Arrangers and Joint Bookrunners

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
PNC BANK, NATIONAL ASSOCIATION AND
TRUIST BANK,
as Co-Syndication Agents

Dated as of October 22, 2021
as amended by
First Amendment dated as of April 13, 2023,
Second Amendment dated as of July 16, 2024
Third Amendment dated as of July 24, 2024

and
Ratification and Amendment dated as of October __, 2024

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Exhibit N	—	Borrower Agreement

ABL CREDIT AGREEMENT

This **ABL CREDIT AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of October 22, 2021, among **AMERICAN TIRE DISTRIBUTORS, INC.**, a Delaware corporation (the "Administrative Borrower"), each other Borrower from time to time party hereto, **ATD NEW HOLDINGS III, INC.**, a Delaware corporation ("Parent") and as a Guarantor, each other Guarantor from time to time party hereto, each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), each L/C Issuer and Swing Line Lender from time to time party hereto and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Wells Fargo"), as Administrative Agent and Collateral Agent.

PRELIMINARY STATEMENTS

WHEREAS, on the Closing Date, the Borrowers intend to refinance in full all outstanding loans under the Existing Credit Agreements (as defined below) (the "Closing Date Refinancing").

WHEREAS, on the Closing Date, subject to the terms and conditions set forth herein, the Borrowers have requested (a) that certain Revolving Credit Lenders party hereto extend credit in the form of $1,100 million of Revolving Credit Commitments, (b) that certain FILO Term Lenders party hereto extend credit in the form of $100 million of FILO Term Loans and (c) from time to time, that the L/C Issuers issue Letters of Credit and/or the Swing Line Lenders issue Swing Line Loans pursuant to the terms of this Agreement.

WHEREAS, on the Closing Date, substantially simultaneously with entering into this Agreement, the Borrower will enter into the Term Loan Credit Agreement, pursuant to which the lenders thereunder will extend credit in the form of $1,000 million of Term Loan Initial Term Loans.

WHEREAS, the proceeds of the Revolving Credit Loans and FILO Term Loans, together with the Term Loan Initial Term Loans, will be used on the Closing Date to finance, in part, (x) the Transactions and (y) other purposes set forth in Section 6.11 hereof.

WHEREAS, the applicable Lenders have indicated their willingness to lend and the L/C Issuers have indicated their willingness to issue Letters of Credit, on the terms and subject to the conditions set forth herein.

WHEREAS, the applicable Lenders have indicated their willingness to lend and the Swing Line Lenders have indicated their willingness to issue Swing Line Loans, on the terms and subject to the conditions set forth herein.

WHEREAS, the Loan Parties have requested that, on the First Amendment Effective Date, this Agreement be amended as set forth in the First Amendment to (a) replace the Eurocurrency Rate (as defined in this Agreement immediately prior to the First Amendment Effective Date) with Adjusted Term SOFR and make certain conforming changes, (b) reduce the Canadian Loan Limit (as defined in this Agreement immediately prior to the First Amendment Effective Date) for Revolving Credit Exposures to the Canadian Borrowers or denominated in Canadian Dollars to $0 and make certain conforming changes and (c) amend the Revolving Credit Borrowing Base, the FILO Borrowing Base and certain related definitions as set forth herein.

WHEREAS, the Loan Parties have requested that, on the Second Amendment Effective Date, this Agreement be amended as set forth in the Second Amendment.

WHEREAS, the Loan Parties have requested that, on the Third Amendment Effective Date, this Agreement be amended as set forth in the Third Amendment to (a) provide for an incremental "first in, last-out" delayed draw term loan facility in an aggregate principal amount of $75,000,000 and (b) modify certain other provisions of this Agreement, in each case subject to the terms and conditions set forth in this Agreement and the Third Amendment.

NOW THEREFORE, 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, and on and after the Ratification Effective Date, any term not defined herein and defined in the Ratification Agreement shall have its meaning as set forth therein:

"2024 Delayed Draw FILO Borrowing Base" shall mean, with respect to the Domestic Loan Parties at any time, an amount equal to the sum of the following:

(a) ten percent (10%) of the Eligible Accounts of the Domestic Loan Parties; plus

(b) five percent (5%) of the Net Orderly Liquidation Value of Eligible Tire Inventory of the Domestic Loan Parties; plus

(c) five percent (5%) of the Net Orderly Liquidation Value of Eligible Non-Tire Inventory of the Domestic Loan Parties.

The 2024 Delayed Draw FILO Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 6.21.

"2024 Delayed Draw FILO Collateral Agent" means Wells Fargo, in its capacity as collateral agent under the 2024 Delayed Draw FILO Facility in respect of the Term Loan Priority Collateral, appointed by the Administrative Agent in accordance with Section 9.02. For the avoidance of doubt, the 2024 Delayed Draw FILO Collateral Agent shall be entitled to the rights and benefits of all of Article IX and Section 10.04 and Section 10.05, which shall apply, *mutatis mutandis*, as if references to the "Collateral Agent" were to the 2024 Delayed Draw FILO Collateral Agent.

"2024 Delayed Draw FILO Commitment" means, with respect to each 2024 Delayed Draw FILO Lender, its Initial 2024 Delayed Draw FILO Commitment and its Subsequent 2024 Delayed Draw FILO Commitment.

"2024 Delayed Draw FILO Commitment Period" means the period commencing on the Third Amendment Effective Date to and including the 2024 Delayed Draw FILO Commitment Termination Date.

"2024 Delayed Draw FILO Commitment Termination Date" means the earliest to occur of (a) 5:00 p.m. on the date that is six months after the Third Amendment Effective Date (at which date and time all 2024 Delayed Draw FILO Commitment shall automatically be reduced to $0 and terminated), (b) the date on which all 2024 Delayed Draw FILO Commitments then outstanding have been funded in one

or more Borrowings pursuant to Section 2.01(c) and (c) the date on which all 2024 Delayed Draw FILO Commitments then outstanding have been terminated by the Borrowers pursuant to Section 2.06(b).

"2024 Delayed Draw FILO Event" has the meaning specified in Section 2.05(a)(v).

"2024 Delayed Draw FILO Facility" has the meaning assigned to such term in the Third Amendment.

"2024 Delayed Draw FILO Facility Borrowing" means a Borrowing comprised of 2024 Delayed Draw FILO Loans.

"2024 Delayed Draw FILO Funding Date" means (i) with respect to the Initial 2024 Delayed Draw FILO Borrowing, the Third Amendment Effective Date and (ii) with respect to any Subsequent 2024 Delayed Draw FILO Borrowing, the date of any 2024 Delayed Draw FILO Facility Borrowing in accordance with Sections 2.01(c)(ii).

"2024 Delayed Draw FILO Funding Fee" has the meaning specified in Section 2.09(f).

"2024 Delayed Draw FILO Lender" has the meaning assigned to such term in the Third Amendment.

"2024 Delayed Draw FILO Loan" means a Loan made pursuant to Section 2.01(c).

"2024 Delayed Draw FILO Prepayment Premium" has the meaning specified in Section 2.05(a)(v).

"2024 Delayed Draw FILO Pushdown Reserve" means, at any time, an amount equal to the greater of (a) $0 and (b) the amount, if any, by which the 2024 Delayed Draw FILO Loans exceed the 2024 Delayed Draw FILO Borrowing Base. The Loan Parties hereby agree and acknowledge that the Administrative Agent has agreed at all times to implement and maintain the 2024 Delayed Draw FILO Pushdown Reserve against the Revolving Credit Borrowing Base, as and when applicable.

"2024 Delayed Draw FILO Term Note" means, if requested, a promissory note of any Borrower or Borrowers payable to any 2024 Delayed Draw FILO Lender or its registered assigns, in substantially the form of Exhibit B-3 hereto with appropriate insertions, evidencing the aggregate Indebtedness of the Borrower or Borrowers to such 2024 Delayed Draw FILO Lender resulting from any class of 2024 Delayed Draw FILO Loan made by such 2024 Delayed Draw FILO Lender.

"ABL/Term Loan Intercreditor Agreement" means the ABL/Term Loan Intercreditor Agreement, dated as of the Closing Date, among the Collateral Agent, the Term Loan Collateral Agent and acknowledged by the Loan Parties, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.

"ABL Priority Collateral" has the meaning set forth in the ABL/Term Loan Intercreditor Agreement.

"Acceptable Appraisal" means, with respect to an appraisal of Inventory, the most recent appraisal of such property received by the Administrative Agent (a) from an appraisal company satisfactory to the Administrative Agent (after consultation with the Administrative Borrower), (b) the scope and methodology (including, to the extent relevant, any sampling procedure employed by such appraisal

company) of which are reasonably satisfactory to the Administrative Agent, and (c) the results of which are satisfactory to Administrative Agent, in each case, in the Permitted Discretion of the Administrative Agent.

"Account" has the meaning given to such term in Article 9 of the UCC or the PPSA, as applicable.

"Account Debtor" has the meaning given to such term in Article 9 of the UCC and any Person obligated on an Account.

"Accounting Changes" has the meaning specified in Section 1.03(c).

"Acquired EBITDA" means, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable, all as determined on a consolidated basis for such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable.

"Acquired Entity or Business" has the meaning specified in the definition of the term "Consolidated EBITDA."

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined would be less than the Floor, then Adjusted Term SOFR shall be deemed to be equal to the Floor for purposes of this Agreement.

"Adjustment Date" shall mean the first Business Day of each January, April, July and October of each year, commencing July 5, 2022.

"Administrative Agent" means, subject to Section 9.13, Wells Fargo, in its capacity as administrative agent under the Loan Documents, or any successor administrative agent appointed in accordance with Section 9.09.

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

"Administrative Borrower" has the meaning specified in the introductory paragraph to this Agreement.

"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.

"Agency Fee Letter" means collectively, (i) that certain fee letter, dated as of the Closing Date, among the Administrative Agent and the Administrative Borrower and (ii) the DIP ABL Agency Fee Letter (as defined in the Ratification Agreement).

"Agent Parties" has the meaning specified in Section 10.02(c).

"Agent-Related Persons" means the Agents, together with their respective Affiliates, and the officers, directors, employees, agents, sub-agents and attorneys-in-fact of such Persons and Affiliates.

"Agents" means, collectively, the Administrative Agent, the Collateral Agent, and the Supplemental Administrative Agents (if any).

"Aggregate 2024 Delayed Draw FILO Commitments" means the 2024 Delayed Draw FILO Commitments of all the 2024 Delayed Draw FILO Lenders.

"Aggregate Commitments" means, collectively, the Aggregate FILO Commitments, the Aggregate Revolving Credit Commitments and the Aggregate 2024 Delayed Draw FILO Commitments.

"Aggregate FILO Commitments" means the FILO Commitments of all the FILO Term Lenders.

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

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

"Agreement Currency" has the meaning specified in Section 10.17.

"Alternative Currency" means each of (i) Canadian Dollars, and (ii) such other currency as requested by Borrowers and consented to by Agent and each applicable Lender.

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, and all other applicable laws and regulations or ordinances concerning or relating to bribery, money laundering or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto and includes Canadian Anti-Terrorism Laws.

"Applicable Intercreditor Agreement" means the ABL/Term Loan Intercreditor Agreement, any Junior Lien Intercreditor Agreement and any other customary intercreditor agreement governing lien priority, in each case, that may be executed by the Collateral Agent from time to time in accordance with the terms hereof providing for junior Liens on the Collateral.

"Applicable Lending Office" means for any Lender, such Lender's office, branch or affiliate designated for Term SOFR Loans, Base Rate Loans, Canadian Base Rate Loans, Canadian BA Rate Loans, L/C Advances, Swing Line Loans or Letters of Credit, as applicable, as notified to the Administrative Agent, any of which offices may be changed by such Lender.

"Applicable Percentage" means, at any time, (a) with respect to any Lender with a Revolving Credit Commitment, the percentage (carried out to the 9th decimal place) of the Aggregate Revolving Credit Commitments represented by such Lender's Revolving Credit Commitment at such time, (b) the percentage (carried out to the 9th decimal place) of such FILO Term Lender's share of the outstanding principal amount of the FILO Term Loan as of such date and (c) the percentage (carried out to the 9th decimal place) of such 2024 Delayed Draw FILO Lender's share of the (i) outstanding principal amount of the 2024 Delayed Draw FILO Loans and (ii) the aggregate principal amount of the 2024 Delayed Draw FILO Commitments, in each case, as of such date. If the commitment of each Lender to make Loans and the obligation of the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Revolving Credit Commitments have expired, then the Applicable Percentage under clause (a) above of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments.

"Applicable Rate" means a percentage per annum equal to,

(a) (i) with respect to Revolving Credit Loans, (x) for Term SOFR Loans or Canadian BA Rate Loans, as applicable, __% and (ii) for Base Rate Loans or Canadian Base Rate Loans, as applicable, __% and (ii) with respect to FILO Term Loans, (x) for Term SOFR Loans, __% and (ii) for Base Rate Loans, __%; and

(b) with respect to 2024 Delayed Draw FILO Loans, (x) for Term SOFR Loans, __% and (y) for Base Rate Loans, __%.

At any time when (i) an Event of Default has occurred and is continuing or (ii) the Administrative Borrower has failed to deliver a Borrowing Base Certificate pursuant to Section 6.21 of this Agreement by the date on which such Borrowing Base Certificate is due, in each case, the Applicable Rate shall be determined as if the Quarterly Average Availability is less than 33 1/3% of the Line Cap commencing on the earliest to occur of, in the case of clause (i) (x) the first day of the next Interest Period or (y) the next Adjustment Date, in each case, to occur immediately following the date on which such Event of Default has occurred and is continuing and in the case of clause (ii), the date such Borrowing Base Certificate was required to have been delivered (in each case, after giving effect to the relevant grace period (if any) set forth in Section 8.01), and in each case shall remain in effect until the date on which the Event of Default is no longer continuing or the Borrowing Base Certificate has been delivered, as applicable.

The Applicable Rate shall be adjusted quarterly in accordance with the table above on each Adjustment Date for the period beginning on such Adjustment Date based upon the Quarterly Average Availability. Each determination of the Quarterly Average Availability pursuant to the grid above shall be made in a manner consistent with the determination thereof pursuant to the definition of the term "Quarterly Average Availability". Any increase or decrease in the Applicable Rate resulting from a change in the Quarterly Average Availability shall become effective on the Adjustment Date.

In the event that at any time after the end of any three-month period the Quarterly Average Availability for such three-month period used for the determination of the Applicable Margin was greater than the actual amount of the Quarterly Average Availability for such period as a result of the inaccuracy of information provided by or on behalf of any Borrower to the Administrative Agent for the calculation of Excess Availability, the Applicable Margin for such period shall be adjusted to the applicable percentage based on such actual Quarterly Average Availability and any additional interest for the applicable period as a result of such recalculation shall be promptly paid to the Administrative Agent.

"Applicable Unused Commitment Fee Rate" means, for any day, a percentage per annum equal ___% per annum.

"Appropriate Lender" means, at any time, (a) with respect to Loans of any Class, the Lenders of such Class, (b) with respect to any Letters of Credit, (i) the relevant L/C Issuer and (ii) the Revolving Credit Lenders, (c) with respect to the Swing Line Facility, (i) the Swing Line Lender and (ii) if any Swing Line Loans are outstanding pursuant to Section 2.04(a), the Revolving Credit Lenders, (d) with respect to the FILO Facility, the FILO Term Lenders and (e) with respect to the 2024 Delayed Draw FILO facility, the 2024 Delayed Draw FILO Lenders.

"Approved Bankruptcy Court Order" shall mean (a) the Financing Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance with this Agreement, (b) any other order entered by the Bankruptcy Court regarding, relating to or impacting (i) any rights or remedies of Administrative Agent and Lenders, (ii) the Loan Documents (including the Loan Parties' obligations thereunder), (iii) the Collateral, any Liens thereon or any Superpriority Claims (including, without limitation, any sale or other disposition of Collateral or the priority of any such Liens or Superpriority Claims), (iv) use of cash collateral, (v) debtor-in-possession financing, and (vi) adequate protection or otherwise relating to the Facility, and (c) any other order entered by the Bankruptcy Court that (i) is in form and substance reasonably satisfactory to Administrative Agent, (ii) has not been vacated, reversed or stayed and (iii) has not been amended or modified except in a manner satisfactory to Administrative Agent.

"Approved Account Bank" means a financial institution at which any Borrower or a Guarantor maintains an Approved Deposit Account.

"Approved Deposit Account" means each Deposit Account in respect of which a Loan Party shall have entered into a Deposit Account Control Agreement.

"Approved Foreign Bank" has the meaning specified in the definition of "Cash Equivalents."

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

"Approved Securities Account" means each Securities Account in respect of which any Borrower or any Guarantor shall have entered into a Securities Account Control Agreement.

"Approved Securities Intermediary" means a securities intermediary at which any Borrower or a Guarantor maintains an Approved Securities Account.

"Assignment and Assumption" means an Assignment and Assumption substantially in the form of Exhibit E or any other form (including electronic documentation generated by an electronic platform) approved by the Administrative Agent.

"Attorney Costs" means and includes all reasonable fees, expenses and disbursements of any law firm or other external legal counsel.

"Attributable Indebtedness" means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"Audited Financial Statements" means (i) the audited consolidated balance sheet of the Parent and its Subsidiaries for the fiscal years ended on the Sunday closest to January 2, 2021 and the

Sunday closest to January 2, 2020 and (ii) the related audited consolidated statement of income, cash flows and changes in retained earnings for such fiscal year.

"Available Equity Amount" means, at any time (the "Available Equity Amount Reference Time"), an amount equal to, without duplication, (a) the amount of any capital contributions or other equity issuances (or issuances of Indebtedness or Disqualified Equity Interests, in each case after the Closing Date, that have been converted into or exchanged for Qualified Equity Interests) received as cash equity by Parent (including to the extent issued by a direct or indirect parent company of Parent and subsequently contributed to Parent as Qualified Equity Interests) during the 30-day period immediately preceding the Available Equity Amount Reference Time, but excluding all proceeds from the issuance of Disqualified Equity Interests and Cure Amounts, plus (b) the aggregate amount of all dividends, returns, interests, profits, distributions, income and similar amounts (in each case, to the extent made in cash or Cash Equivalents) received by Parent or any Restricted Subsidiary on Investments made using the Available Equity Amount during the period from and including the Business Day immediately following the Closing Date through and including the Available Equity Amount Reference Time minus (c) the sum, without duplication, and, without taking into account the proposed portion of the Available Equity Amount calculated above to be used at the applicable Available Equity Amount Reference Time, of the aggregate amount of any Investments made by Parent, the Administrative Borrower or any Restricted Subsidiary using the Available Equity Amount after the Closing Date and prior to the Available Equity Amount Reference Time.

"Available Equity Amount Reference Time" has the meaning specified in the definition of the term "Available Equity Amount."

"Available Currency" means, with respect to, (a) Loans to be made to (and Letters of Credit issued for the account of) Domestic Borrowers, Dollars, and (b) Loans to be made to (and Letters of Credit to be issued for the account of) Canadian Borrowers, Dollars and Canadian Dollars.

"Available Tenor" means, as of any date of determination and with respect to any then-current Benchmark for any Currency, as applicable, (a) 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 (b) 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, 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 3.02(d).

"Avoidance Actions" has the meaning set forth in the Ratification Agreement.

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

"Bank of America" means Bank of America, N.A.

"Banking Services Provider Agreement" means an agreement in substantially the form attached hereto as Exhibit C to this Agreement or other form that is satisfactory to the Administrative Agent, duly executed by the applicable Cash Management Bank or Hedge Bank, Loan Parties and the Administrative Agent.

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

"Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Delaware.

"Bankruptcy Event" means, with respect to any Person, such Person or its Parent Entity becomes (other than via an Undisclosed Administration) the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof; provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person or its Parent Entity.

"Base Rate" means, for any day, a fluctuating rate per annum equal to the greatest of: (a) the Federal Funds Rate in effect on such date plus 1/2 of 1.00%, (b) the Prime Rate, (c) with respect to (x) Revolving Credit Loans and FILO Term Loans, as applicable, Adjusted Term SOFR for a one-month tenor in effect on such day plus 1.00% (or, if such day is not a Business Day, the immediately preceding Business Day) and (y) 2024 Delayed Draw FILO Loans, Term SOFR for a one-month tenor in effect on such day plus 1.00% (or, if such day is not a Business Day, the immediately preceding Business Day); provided that this clause (c)(x) shall not be applicable during any period in which Adjusted Term SOFR is unavailable or unascertainable and (d) 1.00%.

"Base Rate Loan" means a Loan that bears interest at a rate based on the Base Rate.

"Basel III" means, collectively, those certain agreements on capital requirements, leverage ratios and liquidity standards contained in "Basel III: A Global Regulatory Framework for More Resilient Banks and Banking Systems," "Basel III: International Framework for Liquidity Risk Measurement, Standards and Monitoring," and "Guidance for National Authorities Operating the Countercyclical Capital Buffer," each as published by the Basel Committee on Banking Supervision in December 2010 (as revised from time to time).

"Benchmark" means, initially, with respect to any Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, (a) Dollars, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark for Dollars, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.02(a) and (b) Canadian Dollars, CDOR; provided that if a Benchmark Transition Event has occurred with respect to CDOR or the then-current Benchmark for such Currency, then

"Benchmark" means, with respect to such Obligations, interest, fees, commissions or other amounts, the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.02(a).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event for any then-current Benchmark, the sum of: (a) the alternate benchmark rate that has been selected by Administrative Agent and Administrative Borrower as the replacement for such Benchmark giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for such Benchmark for syndicated credit facilities denominated in the applicable Currency at such time and (b) the related Benchmark Replacement Adjustment; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of any then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, 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 Administrative Agent and Administrative 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 syndicated credit facilities denominated in the applicable Currency.

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then-current Benchmark for any Currency:

(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, with respect to the then-current Benchmark for any Currency, the occurrence of one or more of the following events with respect to such 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 Board of Governors of the Federal Reserve System of the United States, the Federal Reserve Bank of New York, the central bank for the Currency applicable to such Benchmark, 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 Transition Start Date" means, with respect to any Benchmark for any Currency, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means, with respect to any then-current Benchmark for any Currency, the period (if any) (x) beginning at the time that a Benchmark Replacement Date with respect to such Benchmark pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02 and (y) ending at the time that a Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

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

"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".

"BIA" means the Bankruptcy and Insolvency Act (Canada) and the regulations promulgated thereunder.

"Borrower" or "Borrowers" means, collectively or individually, as the context requires, (a) the Domestic Borrowers, (b) the Canadian Borrowers and (c) each additional entity that hereafter become party hereto as an Additional Borrower in accordance with the terms hereof by executing an applicable Additional Borrower Agreement. For the avoidance of doubt, the Administrative Borrower shall be deemed a Borrower for purposes of this Agreement.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means (a) the incurrence of Swing Line Loans from a Swing Line Lender on a given date, (b) the incurrence of one Class and Type of Revolving Credit Loan on a given date (or resulting from conversions on a given date) having, in the case of Term SOFR Loans or Canadian BA Rate Loans, the same Interest Period, (c) the incurrence of one Class and Type of FILO Term Loan on a given date (or resulting from conversions on a given date) having, in the case of Term SOFR Loans, the same Interest Period, (d) [reserved] or (e) the incurrence of one Class and Type of 2024 Delayed Draw FILO Loan on a given date (or resulting from conversions on a given date) having, in the case of Term SOFR Loans, the same Interest Period.

"Borrowing Base" means, individually and collectively, (a) the Revolving Credit Borrowing Base, (b) the FILO Borrowing Base or (c) the 2024 Delayed Draw FILO Borrowing Base.

"Borrowing Base Certificate" means a certificate of the Administrative Borrower substantially in the form of Exhibit H.

"British Pounds Sterling" means the lawful currency of Great Britain.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed. When used for the account of the Canadian Borrower, the term "Business Day" shall also exclude any day on which banks are authorized or required to be closed in Vancouver, British Columbia, Toronto, Ontario, or New York, New York.

"Canadian Bankruptcy Court" means the Ontario Superior Court of Justice (Commercial List).

"Canadian Anti-Terrorism Laws" means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws, whether within Canada or elsewhere, the Criminal Code (Canada), the United Nations Act (Canada), United Nations Al-Qaida and Taliban Regulations, the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism, and any similar laws in effect in Canada from time to time.

"Canadian BA Rate" means, with respect to any Canadian BA Rate Loan for any Interest Period, the average rate per annum as reported on the Refinitiv Screen Canadian Dollar Offered Rate ("CDOR") Page (or any successor page or such other page or commercially available service displaying Canadian interbank bid rates for Canadian Dollar bankers' acceptances as Administrative Agent may

designate from time to time, or if no such substitute service is available, the rate quoted by a Schedule I bank under the Bank Act (Canada) selected by Administrative Agent at which such bank is offering to purchase Canadian Dollar bankers' acceptances) as of 10:00 a.m. Eastern (Toronto) time on the date of commencement of the requested Interest Period, for a term, and in an amount, comparable to the Interest Period and the amount of the Canadian BA Rate Loan requested (whether as an initial Canadian BA Rate Loan or as a continuation of a Canadian BA Rate Loan or as a conversion of a Base Rate Loan to a Canadian BA Rate Loan) by Canadian Borrower in accordance with this Agreement (and, if any such reported rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

"Canadian BA Rate Loan" means a Revolving Credit Loan funded in Canadian Dollars and bearing interest calculated by reference to the Canadian BA Rate.

"Canadian Base Rate" means the rate per annum equal to the greater of (a) the Canadian BA Rate existing on such day (which rate shall be calculated based upon an Interest Period of 1 month), plus 1 percentage point, and (b) the "prime rate" for Canadian Dollar commercial loans made in Canada as reported by Thomson Reuters under Reuters Instrument Code <CAPRIME=> on the "CA Prime Rate (Domestic Interest Rate) – Composite Display" page (or any successor page or such other commercially available service or source (including the Canadian Dollar "prime rate" announced by a Schedule I bank under the Bank Act (Canada)) as Administrative Agent may designate from time to time) (and, if any such announced rate is below zero, then the rate determined in pursuant to this clause (ii)(b) shall be deemed to be zero)

"Canadian Base Rate Loan" means a Loan that bears interest based on the Canadian Base Rate.

"Canadian Borrower" or "Canadian Borrowers" means, collectively, Hercules Tire International Inc./Pneus International Hercules Inc. and ATD Technology Solutions Inc.

"Canadian Defined Benefit Pension Plan" means any Canadian Pension Plan which contains a "defined benefit provision" as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Canadian Dollars" means the lawful currency of Canada.

"Canadian Guarantors" has the meaning specified in the definition of "Collateral and Guarantee Requirement."

"Canadian Insolvency Laws" means any federal, provincial or territorial Canadian law from time to time in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtor, including the BIA, the CCAA, the Winding up and Restructuring Act (Canada), the Canada Business Corporations Act and any other applicable corporations legislation.

"Canadian LC Disbursement" means a payment made by an L/C Issuer pursuant to a drawing on a Canadian Letter of Credit or pursuant to a Canadian Reimbursement Undertaking.

"Canadian LC Exposure" means, at any time of determination, the Dollar Equivalent of the sum of (a) the aggregate undrawn amount of all outstanding Canadian Letters of Credit at such time ***plus*** (b) the aggregate amount of all Canadian LC Disbursements that have not yet been reimbursed by or on behalf of the Canadian Borrowers or any other Canadian Loan Party at such time ***less*** (c) the amount of Letter of Credit Collateralization in respect of Canadian Letters of Credit. The Canadian LC Exposure of

any Canadian Revolving Lender at any time shall be its Applicable Percentage of the total Canadian LC Exposure at such time.

"Canadian Lending Affiliate" means, with respect to a Lender, an Affiliate designated by such Lender to make Revolving Loans hereunder denominated in Canadian Dollars.

"Canadian Letter of Credit" means a Letter of Credit issued by an L/C Issuer for the account of a Canadian Borrower or by a Canadian Underlying Issuer pursuant to this Agreement.

"Canadian Loan Limit" means $0.

"Canadian Loan Parties" means, collectively, (a) the Canadian Borrowers and (b) each other Canadian Guarantor.

"Canadian MEPP" means a Canadian Pension Plan that is either (i) a multi-employer pension plan as defined in the Pension Benefits Act (Ontario) or comparable legislation in effect in another applicable province or territory or (ii) a plan that provides target benefits as defined in the Pension Benefits Act (Ontario) or comparable legislation in effect in another applicable province or territory, in either case being a plan where the employer's contribution obligations to such plan are set out in one or more collective agreements and are defined contribution in nature.

"Canadian Pension Plan" means a plan, program or arrangement which is required to be registered as a pension plan under any applicable pension benefits standards or tax statute or regulation in Canada maintained or contributed to by, or to which there is or may be an obligation to contribute by, any Loan Party in respect of its Canadian employees or former employees.

"Canadian Recognition Order" means an order of the Canadian Bankruptcy Court in the Canadian Recognition Proceedings, either (i) recognizing the Chapter 11 Cases as foreign proceedings and granting a stay of proceedings to protect the Debtors in Canada, or (ii) recognizing and declaring enforceable in Canada any Approved Bankruptcy Court Orders or any other Orders of the Bankruptcy Court.

"Canadian Recognition Proceedings" means the proceedings to be commenced in the Canadian Bankruptcy Court (i) seeking to recognize the Chapter 11 Cases in Canada, (ii) seeking to recognize and make enforceable in Canada any and all Approved Bankruptcy Court Orders or any other Orders of the Bankruptcy Court which may be deemed advisable, and (iii) granting relief consistent with any such recognition orders.

"Canadian Reimbursement Undertaking" has the meaning specified in Section 2.03.

"Canadian Security Agreement" means, collectively, the Security Agreement, dated as of the Closing Date, executed by the Canadian Loan Parties party thereto and the Collateral Agent, as supplemented by any Canadian Security Agreement Supplement executed and delivered pursuant to Section 6.10.

"Canadian Security Agreement Supplement" means a supplement to any Canadian Security Agreement as contemplated by such Canadian Security Agreement.

"Canadian Subsidiary" means any Subsidiary that is incorporated under the laws of Canada or a province or territory thereof and is not a CFC or Subsidiary of a CFC or FSHCO.

"Canadian Underlying Issuer" means The Toronto-Dominion Bank or one of its Affiliates or such other Person that is acceptable to Agent in its Permitted Discretion.

"Capital Expenditures" means, for any period, the aggregate of, without duplication, (a) all expenditures (whether paid in cash or accrued as liabilities) by the Administrative Borrower and its Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as additions during such period to property, plant or equipment in a consolidated statement of cash flows and reflected in the consolidated balance sheet of the Administrative Borrower and its Restricted Subsidiaries and (b) Capitalized Lease Obligations incurred by the Administrative Borrower and its Restricted Subsidiaries during such period.

"Capitalized Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a Capitalized Lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

"Capitalized Leases" means all capital and finance leases that have been or are required to be, in accordance with GAAP, recorded as capitalized leases.

"Carve-Out" has the meaning set forth in the Financing Orders.

"Cash Collateral" has the meaning specified in the definition of Letter of Credit Collateralization.

"Cash Collateralize" has the meaning specified in the definition of Letter of Credit Collateralization.

"Cash Equivalents" means any of the following types of Investments, to the extent owned by Parent, the Borrowers or any Restricted Subsidiary:

(1) Dollars or Canadian Dollars;

(2) securities issued or directly and fully and unconditionally guaranteed or insured by the United States or Canadian government or any agency or instrumentality of the foregoing the securities of which are unconditionally guaranteed as a full faith and credit obligation of such governments with maturities of 24 months or less from the date of acquisition;

(3) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, with any domestic or foreign commercial bank having c $100,000,000 (or the Dollar Equivalent as of the date of determination) in the case of non-U.S. banks;

(4) repurchase obligations for underlying securities of the types described in clauses (2), (3) and (7) of this definition entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper rated at least "P-2" by Moody's or at least "A-2" by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency), and in each case maturing within 24 months after the date of creation thereof and Indebtedness or preferred stock issued by Persons with a rating of "A" or higher from S&P or "A-2" or higher from Moody's (or, if at any time neither Moody's

nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency), with maturities of 24 months or less from the date of acquisition;

(6) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Administrative Borrower) and in each case maturing within 24 months after the date of creation or acquisition thereof;

(7) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or Canada or any political subdivision, province, territory or taxing authority thereof having an Investment Grade Rating from Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) with maturities of 24 months or less from the date of acquisition;

(8) readily marketable direct obligations issued by any foreign government or any political subdivision or any province, territory or public instrumentality thereof, in each case having an Investment Grade Rating from Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) with maturities of 24 months or less from the date of acquisition;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated within the top three ratings category by S&P or Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(10) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-1" or the equivalent thereof or from Moody's is at least "P-1" or the equivalent thereof (any such bank being an "Approved Foreign Bank"), and in each case with maturities of not more than 270 days from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;

(11) Cash Equivalents of the types described in clauses (1) through (10) above denominated in Dollars, Euro, Brazilian Real, British Pounds Sterling, Australian Dollars, Canadian Dollars, Chinese Yuan, Danish Kroner, Hong Kong Dollars, Hungarian Forint, Indian Rupee, Japanese Yen, New Zealand Dollars, Norwegian Krone, Singapore Dollars, South African Rand, Swedish Kroner, Swiss Francs, Turkish Lira, United Arab Emirates Dirham or any other currency (other than Dollars) that is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars or, solely to the extent held in the ordinary course of business and not for speculative purposes, any currency in which Parent, the Borrowers and/or the Restricted Subsidiaries regularly conducts business; and

(12) investment funds investing at least 90% of their assets in Cash Equivalents of the types described in clauses (1) through (11) above.

"Cash Flow Forecast" means a projected statement of sources and uses of cash for the Borrower and its Restricted Subsidiaries for the following 13 calendar weeks.

"Cash Management Agreement" means any agreement entered into from time to time by Parent, the Administrative Borrower or any Restricted Subsidiary in connection with cash management services for collections, other Cash Management Services and for operating, payroll and trust accounts of such Person, including automatic clearing house services, controlled disbursement services, electronic funds transfer services, information reporting services, lockbox services, stop payment services and wire transfer services.

"Cash Management Bank" means any Lender, any Agent, any Lead Arranger or any Affiliate of the foregoing at the time it provides any Cash Management Services or any Person that shall have become a Lender, an Agent or an Affiliate of a Lender or an Agent at any time after it has provided any Cash Management Services; *provided*, that, except as otherwise agreed in writing by the Administrative Agent, no such Person (other than Wells Fargo or its Affiliates) shall constitute a Cash Management Bank with respect to any Cash Management Obligations unless and until the Administrative Agent receives a Banking Services Provider Agreement from such Person and with respect to the applicable Cash Management Services within ten (10) Business Days after the later of the Closing Date or the date of the provision of such Cash Management Services to the applicable Loan Party or any Restricted Subsidiary.

"Cash Management Obligations" means obligations owed by Parent, the Administrative Borrower or any Restricted Subsidiary to any Cash Management Bank in respect of any Cash Management Services.

"Cash Management Order" means an order, in form and substance satisfactory to Administrative Agent, relating to or authorizing the granting of Cash Management Services by Lenders to Borrowers on an emergency, interim or permanent basis pursuant to Section 364 of the Bankruptcy Code as may be issued or entered by the Bankruptcy Court in the Chapter 11 Cases.

"Cash Management Services" means (a) commercial credit cards, merchant card services, purchase or debit cards, including non-card e-payables services, (b) treasury management services (including controlled disbursement, overdraft automatic clearing house fund transfer services, return items and interstate depository network services) and (c) any other demand deposit or operating account relationships or other cash management services.

"Cash Receipt" has the meaning specified in Section 6.20(b).

"Casualty Event" means any event that gives rise to the receipt by 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.

"CCAA" means the Companies' Creditors Agreement Act (Canada) and the regulations promulgated thereunder.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether

or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (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 Canada 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.

"Change of Control" means the earlier to occur of:

(a) either:

(i) any time prior to the consummation of a Qualifying IPO, the Permitted Holders ceasing to beneficially own (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), in the aggregate, directly or indirectly, a majority of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Parent; or

(ii) at any time upon or after the consummation of a Qualifying IPO, any Person (other than a Permitted Holder) or Persons (other than one or more Permitted Holders) constituting a "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person and its Subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), becoming the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under such Act), directly or indirectly, of Equity Interests representing more than thirty-five percent of the aggregate ordinary voting power represented by the then issued and outstanding Equity Interests of Parent and the percentage of aggregate ordinary voting power so held is greater than the percentage of the aggregate ordinary voting power represented by the Equity Interests of Parent beneficially owned (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, in the aggregate by the Permitted Holders,

(b) the Administrative Borrower ceasing to be a direct Wholly-Owned Subsidiary of Parent; or

(c) the occurrence of a "Change of Control" (or similar event, however denominated), as defined in the Term Loan Credit Agreement.

Notwithstanding the preceding or any provision of Section 13d-3 of the Exchange Act, (i) a Person or group shall not be deemed to beneficially own voting stock subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the voting stock in connection with the transactions contemplated by such agreement, (ii) if any person or group includes one or more Permitted Holders, the issued and outstanding voting stock of the Administrative Borrower owned, directly or indirectly, by any Permitted Holders that are part of such person or group shall not be treated as being beneficially owned by such person or group or any other member of such person or group for purposes of determining whether a Change of Control has occurred and (iii) the right to acquire voting stock (so long as such Person does not have the right to direct the voting of the voting stock subject to such right) or any veto power in connection with the acquisition or disposition of voting stock will not cause a party to be a beneficial owner.

"Citi" means Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates.

"Chapter 11 Cases" means the Chapter 11 cases of the Debtors, which are jointly administered under the Bankruptcy Code and are pending in the Bankruptcy Court.

"Class" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Credit Loans, FILO Term Loans, Swing Line Loans or 2024 Delayed Draw FILO Loans, and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Credit Commitment, FILO Commitment, a swing line commitment or a 2024 Delayed Draw FILO Commitment and when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment of such Class.

"Closing Date" means October 22, 2021.

"Closing Date EBITDA" means $298.0 million.

"Closing Date First Lien Senior Secured Leverage Ratio" means 5.00:1.00.

"Closing Date Total Leverage Ratio" means 5.40:1.00.

"Co-Syndication Agents" means Fifth Third Bank, National Association, PNC Bank, National Association and Truist Bank, each in their respective capacities as co-syndication agent for the loan transactions evidenced by this Agreement.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Collateral" means all the "Collateral" as defined in the Collateral Documents and all other property of whatever kind and nature pledged or charged as collateral under any Collateral Document.

"Collateral Access Agreement" means an agreement reasonably satisfactory in form and substance to the Administrative Agent executed by a landlord, warehousemen or bailee or other Person in possession of Collateral.

"Collateral Agent" means Wells Fargo, in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent appointed in accordance with Section 9.09.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) the Collateral Agent shall have received each Collateral Document required to be delivered on the Closing Date pursuant to Section 4.01(a)(iii), or thereafter pursuant to Section 6.10 or Section 6.12, duly executed by each Loan Party that is a party thereto;

(b) all Obligations shall have been unconditionally guaranteed (the "Guarantees"), jointly and severally, by Parent, Borrowers (other than with respect to their own Obligations) and each of their Restricted Subsidiary that is a Material Subsidiary (other than any Excluded Subsidiary) organized in the United States (collectively, the "Domestic Guarantors") and Canada (collectively, the "Canadian Guarantors"), including (x) as of the Closing Date, those entities that are listed on Schedule 1.01D hereto (y) after the Closing Date, each entity required to become a guarantor pursuant to the terms of this Agreement or any other Collateral Document, in each case, other than any Excluded Subsidiary (together with the Domestic Guarantors and the Canadian Guarantors, each, a "Guarantor" and collectively, the "Guarantors");

(c) subject to the terms of the ABL/Term Loan Intercreditor Agreement, the Obligations and the Guarantees shall have been secured pursuant to each Security Agreement or other applicable Collateral Documents by a second-priority security interest in (i) all the Equity Interests of the Administrative Borrower and (ii) all Equity Interests (other than Excluded Equity) held directly by the Borrowers or any other Loan Party in any Wholly-Owned Subsidiary (other than any Excluded Subsidiary), in each case, subject to those Liens not prohibited under Section 7.01 and the Administrative Agent shall have received certificates or other instruments representing all such Equity Interests, if any (other than Excluded Equity) constituting Collateral, together with undated stock powers or other instruments of transfer with respect thereto indorsed in blank; and

(d) subject to the terms of the ABL/Term Loan Intercreditor Agreement, except to the extent otherwise provided hereunder or under any Collateral Document, the Obligations and the Guarantees shall have been secured by a perfected security interest (to the extent such security interest may be perfected by delivering certificated securities and instruments, filing personal property financing statements, or making any necessary filings with the United States Patent and Trademark Office, United States Copyright Office or the Canadian Intellectual Property Office) in, substantially all tangible and intangible assets of Parent and the Borrowers (including, without limitation, accounts receivable, inventory, equipment, investment property, United States and Canadian intellectual property, intercompany receivables, other general intangibles (including contract rights), and proceeds of the foregoing), in each case, with the priority required by the Collateral Documents and the ABL/Term Loan Intercreditor Agreement and all certificates, agreements, documents and instruments, including Uniform Commercial Code and/or PPSA financing statements (or equivalent filing documents), required by the Collateral Documents, requirements of Law and reasonably requested by the Collateral Agent to be filed, delivered, registered or recorded to create the Liens intended to be created by the Collateral Documents and perfect such Liens to the extent required by, and with the priority required by, the Collateral Documents and the ABL/Term Loan Intercreditor Agreement and the other provisions of the term "Collateral and Guarantee Requirement," shall have been filed, registered or recorded or delivered to the Collateral Agent for filing, registration or recording.

The foregoing definition shall not require the creation or perfection of pledges of or security interests in particular assets if and for so long as the Administrative Borrower in good faith and in consultation with the Administrative Agent reasonably determines that the cost or other consequences (including any adverse tax consequences that are not de minimis) of creating or perfecting such pledges or security interests in such assets shall be excessive in view of the benefits to be obtained by the Lenders therefrom.

The Administrative Agent may grant extensions of time for the perfection of security interests in (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Administrative Borrower, that perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Collateral Documents.

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary:

(A) Liens required to be granted from time to time pursuant to the Collateral and Guarantee Requirement shall be subject to exceptions and limitations set forth in the Collateral Documents and, to the extent appropriate in the applicable jurisdiction, as agreed between the Administrative Agent and the Administrative Borrower;

(B) the Collateral and Guarantee Requirement shall not apply to any Excluded Property;

(C) no actions in any jurisdiction other than the U.S. or Canada or that are necessary to comply with the Laws of any jurisdiction other than the U.S. or Canada shall be required in order to create any security interests in assets located, titled, registered or filed outside of the U.S. or Canada or to perfect such security interests (it being understood that there shall be no security agreements, pledge agreements, or share charge (or mortgage) agreements governed under the Laws of any jurisdiction other than the U.S. or Canada);

(D) general statutory limitations, financial assistance, corporate benefit, capital maintenance rules, fraudulent preference, "thin capitalization" rules, retention of title claims and similar principle may limit the ability of a Foreign Subsidiary (other than the Canadian Guarantors) to provide a Guarantee or Collateral or may require that the Guarantee or Collateral be limited by an amount or otherwise, in each case as reasonably determined by the Administrative Borrower in consultation with the Administrative Agent;

(E) no stock certificates, stock powers or other instruments of transfer of any Immaterial Subsidiaries shall be required to be delivered to the Collateral Agent; and

(F) to take any action with respect to perfecting a Lien with respect to letters of credit, letter of credit rights, commercial tort claims, chattel paper or assets subject to a certificate of title or similar statute (in each case, other than the filing of customary "all asset" UCC-1 and/or PPSA financing statements) or to deliver landlord lien waivers, estoppels, bailee letters or collateral access letters, in each case, unless required by the terms of the Security Agreement or the relevant Collateral Documents.

"Collateral Documents" means, collectively, the Domestic Security Agreement, Canadian Security Agreement, Deed of Hypothec, each of the collateral assignments, Securities Account Control Agreements, Deposit Account Control Agreements, Security Agreement Supplements, Canadian Security Agreement Supplements, security agreements, pledge agreements or other similar agreements delivered to the Collateral Agent and the Lenders pursuant to Section 4.01(a)(iii), Section 6.10 or Section 6.12, the Guaranty and each of the other agreements, instruments or documents that creates or purports to create a Lien or Guarantee in favor of the Collateral Agent for the benefit of the Secured Parties.

"Company Person" means any future, current or former officer, director, manager, member, member of management, employee, consultant or independent contractor of the Borrower, any Subsidiary, Parent or any Parent Entity.

"Commitment" means, (a) with respect to each Revolving Credit Lender (to the extent applicable), such Revolving Credit Lender's, Revolving Credit Commitment, (b) with respect to the applicable Swing Line Lender, its swing line commitment, (c) with respect to the applicable FILO Term Lender, its FILO Commitment and (d) with respect to the applicable 2024 Delayed Draw FILO Lender, its 2024 Delayed Draw FILO Commitment.

"Committed Loan Notice" means a notice of (a) a Revolving Credit Borrowing, (b) FILO Facility Borrowing, (c) a conversion of Loans from one Type to the other, (d) 2024 Delayed Draw FILO Facility Borrowing (e) a continuation of Term SOFR Loans or Canadian BA Rate Loans pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A (including any form on an

electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Administrative 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.

"Communications" has the meaning set forth in Section 10.02(g).

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

"Concentration Account" has the meaning specified in Section 6.20(b).

"Conforming Changes" means, with respect to the use or administration of an initial Benchmark 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 "RFR 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 borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.04, and other technical, administrative or operational matters) that 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 Administrative Agent in a manner substantially consistent with market practice (or, if Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Consolidated Cash Interest Charges" means, as of any date for the applicable period ending on such date with respect to Parent, the Borrowers and the Restricted Subsidiaries on a consolidated basis, the Consolidated Interest Expense determined on a cash basis only and solely in respect of Indebtedness of the type described in clause (a) of the definition thereof and excluding, for the avoidance of doubt, (i) amortization of deferred financing costs, debt issuance costs, commissions, fees and expenses, (ii) any expenses resulting from discounting of indebtedness in connection with the application of recapitalization accounting or purchase accounting, (iii) penalties or interest related to taxes and any other amounts of noncash interest resulting from the effects of acquisition method accounting or pushdown accounting, (iv) the accretion or accrual of, or accrued interest on, discounted liabilities during such period, (v) any one-time cash costs associated with breakage in respect of Swap Contracts for interest rates, (vi) all non-recurring interest expense consisting of liquidated damages for failure to timely comply with registration rights obligations, all as calculated on a consolidated basis in accordance with GAAP and (vii) expensing of bridge, arrangement, structuring, commitment or other financing fees.

"Consolidated EBITDA" means, with respect to any Person for any Test Period, the Consolidated Net Income of such Person for such Test Period:

(a) increased, at Administrative Borrower's option, without duplication, by the following items (solely to the extent deducted (and not excluded) in calculating Consolidated Net Income, other than in respect of the proviso in clause (i) below and clauses (ii)(B), (xi), (xix), (xx) and (xxii) below) of such Person and its Restricted Subsidiaries for such Test Period determined on a consolidated basis in accordance with GAAP:

(i) interest expense, including (A) imputed interest on Capitalized Lease Obligations and Attributable Indebtedness (which, in each case, will be deemed to accrue at the interest rate reasonably determined by a Responsible Officer of the Administrative Borrower to be the rate of interest implicit in such Capitalized Lease Obligations or Attributable Indebtedness), (B) commissions, discounts and other fees, charges and expenses owed with respect to letters of credit, bankers' acceptance financing, surety and performance bonds and receivables financings, (C) amortization and write-offs of deferred financing fees, debt issuance costs, debt discount, commissions, fees, premium and other expenses, as well as expensing of bridge, commitment or financing fees, (D) payments made in respect of hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, (E) cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than such Person or a Wholly-Owned Restricted Subsidiary) in connection with Indebtedness incurred by such plan or trust, (F) all interest paid or payable with respect to discontinued operations, (G) the interest portion of any deferred payment obligations, and (H) all interest on any Indebtedness that is (x) Indebtedness of others secured by any Lien on property owned or acquired by such Person or its Restricted Subsidiaries, whether or not the obligations secured thereby have been assumed, but limited to the fair market value of such property or (y) contingent obligations in respect of Indebtedness; provided that such interest expense shall be calculated after giving effect to Swap Contracts related to interest rates (including associated costs), but excluding unrealized gains and losses with respect to such Swap Contracts; plus

(ii) taxes based on gross receipts, income, profits or revenue or capital, franchise, excise, property, commercial activity, sales, use, unitary or similar taxes, and foreign withholding taxes, including (A) penalties and interest and (B) tax distributions made to any direct or indirect holders of Equity Interests of such Person in respect of any such taxes attributable to such Person and/or its Restricted Subsidiaries or pursuant to a tax sharing arrangement or as a result of a tax distribution or repatriated fund; plus

(iii) depreciation expense and amortization expense (including amortization and similar charges related to goodwill, customer relationships, trade names, databases, technology, software, internal labor costs, deferred financing fees or costs and other intangible assets); plus

(iv) non-cash items (provided that if any such non-cash item represents an accrual or reserve for potential cash items in any future period, (x) the Administrative Borrower may determine not to add back such non-cash item in the current Test Period and (y) to the extent the Administrative Borrower decides to add back such non-cash expense or charge, the cash payment in respect thereof in such future period will be subtracted from Consolidated EBITDA in such future period), including the following: (A) non-cash expenses in connection with, or resulting from, stock option plans, employee benefit plans or agreements or post-employment benefit plans or agreements, or grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other similar rights, (B) non-cash currency translation losses related to changes in currency exchange rates (including re-measurements of Indebtedness (including Intercompany Indebtedness) and any net non-cash loss resulting from hedge agreements for currency exchange risk), (C) non-cash losses, expenses, charges or negative adjustments attributable to the movement in the mark-to-market valuation of hedge agreements or other derivative instruments, including the effect of FASB Accounting Standards Codification 815 and International Accounting Standard No. 9 and their respective related pronouncements and interpretations, (D) non-cash charges for deferred tax asset valuation allowances, (E) any non-cash impairment charge or asset write-off or write-down related to intangible assets (including goodwill), long-lived assets, and Investments in debt and equity securities, (F) any non-cash

charges or losses resulting from any purchase accounting adjustment or any step-ups with respect to re-valuing assets and liabilities in connection with the Transactions or any Investments, (G) all non-cash losses from Investments recorded using the equity method and (H) the excess of GAAP rent expense over actual cash rent paid during such period due to the use of straight line rent for GAAP purposes; plus

(v) unusual, extraordinary, infrequent, or non-recurring losses, costs, expenses or items, whether or not classified as such under GAAP (including for the avoidance of doubt, consulting fees); plus

(vi) charges, costs, losses, expenses or reserves related to: (A) restructuring (including restructuring charges or reserves, whether or not classified as such under GAAP), severance, relocation, consolidation, integration or other similar items, (B)(i) strategic initiatives (including re-branding initiatives) or business optimization (including costs and expenses relating to business optimization programs (including consolidation initiatives)) and (ii) internal software development expenses and new systems design and implementation, as well as consulting fees and any one-time expense relating to enhanced accounting function, (C) business or facilities (including greenfield facilities) start-up, opening (including establishing new office and facility locations), transition, consolidation, shut-down and closing, (D) signing, retention and completion bonuses, (E) severance, relocation or recruiting, (F) public company registration, listing, compliance, reporting and related expenses, (G) charges and expenses incurred in connection with litigation (including threatened litigation) or settlement, any investigation or proceeding (or any threatened investigation or proceeding) by a regulatory, governmental or law enforcement body (including any attorney general), (H) expenses incurred in connection with casualty events or asset sales outside the ordinary course of business and (I) activities pertaining to the sale of products in new locations (but, for the avoidance of doubt, not the cost of new products itself), including start-up costs, initial testing and registration costs in new markets, the cost of feasibility studies, travel costs for employees engaged in activities relating to any or all of the foregoing and the allocation of general and administrative support in connection with any or all of the foregoing; provided that the amount included in Consolidated EBITDA in any period in reliance on clause (vi)(A) and (B)(i) of this clause (vi), together with the amount included in Consolidated EBITDA in reliance on the other Specified 25% Adjustments, shall not exceed 25% of Consolidated EBITDA (calculated after giving effect to the Specified 25% Adjustments); plus

(vii) all (A) costs, fees, losses and expenses relating to the Transactions, (B) costs, fees, losses and expenses (including diligence and integration costs) incurred in connection with (x) investments in any Person, acquisitions of the Equity Interests of any Person, acquisitions of all or a material portion of the assets of any Person or constituting a line of business of any Person, and financings related to any of the foregoing or to the capitalization of any Loan Party or any Restricted Subsidiary or (y) other transactions that are out of the ordinary course of business of such Person and its Restricted Subsidiaries (in each case of clauses (x) and (y), including transactions considered or proposed but not consummated), including equity issuances, Investments, acquisitions, dispositions, recapitalizations, mergers, amalgamations, option buyouts and the incurrence, modification or repayment of Indebtedness (including all consent fees, premium and other amounts payable in connection therewith) or any actions described in clause (xx) below and (C) non-operating professional fees, costs and expenses; plus

(viii) items reducing Consolidated Net Income to the extent (A) covered by a binding indemnification or refunding obligation or insurance to the extent actually paid or reasonably expected to be paid, (B) paid or payable (directly or indirectly) by a third party that is not a Loan Party or a Restricted Subsidiary (except to the extent such payment gives rise to

reimbursement obligations) or with the proceeds of a contribution to equity capital of such Person by a third party that is not a Loan Party or a Restricted Subsidiary or (C) such Person is, directly or indirectly, reimbursed for such item by a third party; plus

(ix) the amount of management, monitoring, consulting, transaction and advisory fees (including termination fees) and related indemnities and expenses paid, payable or accrued in such Test Period (including any termination fees payable in connection with the early termination of management and monitoring agreements); plus

(x) the effects of purchase accounting, fair value accounting or recapitalization accounting (including the effects of adjustments pushed down to such Person and its Subsidiaries) and the amortization, write-down or write-off of any such amount; plus

(xi) proceeds of business interruption insurance actually received or reasonably expected to be received within 365 days; plus

(xii) minority interest expense consisting of income attributable to Equity Interests held by third parties in any non-Wholly-Owned Restricted Subsidiary; plus

(xiii) all charges, costs, losses, expenses, accruals or reserves in connection with the rollover, acceleration or payout of Equity Interests held by officers or employees and all losses, charges and expenses related to payments made to holders of options or other derivative Equity Interests of such Person or any direct or indirect parent thereof in connection with, or as a result of, any distribution being made to equity holders of such Person or any direct or indirect parent thereof, including (A) payments made to compensate such holders as though they were equity holders at the time of, and entitled to share in, such distribution, and (B) all dividend equivalent rights owed pursuant to any compensation or equity arrangement; plus

(xiv) expenses, charges and losses resulting from the payment or accrual of indemnification or refunding provisions, earn-outs and contingent consideration obligations, bonuses and other compensation paid to employees, directors or consultants, payments in respect of dissenting shares, and purchase price adjustments, in each case, made in connection with a permitted Investment or acquisition; plus

(xv) any losses from (i) any asset, property or operation that has been disposed of, abandoned, divested and/or discontinued (other than, at the option of such Person, any asset, property or operation pending the disposal, abandonment, divestiture and/or termination thereof or being held for sale), (ii) any disposal, abandonment, divestiture and/or discontinuation of any asset, property or operation (other than, at the option of such Person, relating to assets or properties held for sale or pending the divestiture or termination thereof) and/or (iii) any facility that has been closed during such period; plus

(xvi)(A) any costs or expenses (including any payroll taxes) incurred by the Parent or any Restricted Subsidiary in such Test Period as a result of, in connection with or pursuant to any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, any pension plan (including (1) any post-employment benefit scheme to which the relevant pension trustee has agreed, (2) as a result of curtailments or modifications to pension and post-retirement employee benefit plans and (3) without limitation, compensation arrangements with holders of unvested options entered into in connection with a permitted Restricted Payment), any stock subscription, stockholders or partnership agreement, any payments in the nature of compensation or expense reimbursement

made to independent board members, any employee benefit trust, any employee benefit scheme or any similar equity plan or agreement (including any deferred compensation arrangement), including any payment made to option holders in connection with, or as a result of, any distribution being made to, or share repurchase from, a shareholder, which payments are being made to compensate option holders as though they were shareholders at the time of, and entitled to share in, such distribution or share repurchase and (B) any costs or expenses incurred in connection with the rollover, acceleration or payout of Equity Interests held by management of Parent (or any other Parent Entity, Parent and/or any Restricted Subsidiary); plus

(xvii) the amount of loss or discount on sale of receivables, Securitization Assets (as such term is defined in the Term Loan Credit Agreement) and related assets to any Securitization Subsidiary (as such term is defined in the Term Loan Credit Agreement) in connection with a Qualified Securitization Financing (as such term is defined in the Term Loan Credit Agreement); plus

(xviii) the cumulative effect of a change in accounting principles; plus

(xix) addbacks reflected in any quality of earnings report prepared by a nationally recognized accounting firm and furnished to the Administrative Agent in connection with the Transactions or a permitted Investment or other Investment consummated after the Closing Date; provided that the amount included in Consolidated EBITDA in any period in reliance on this clause (xix), together with the amount included in Consolidated EBITDA in reliance on the other Specified 25% Adjustments, shall not exceed 25% of Consolidated EBITDA (calculated after giving effect to the Specified 25% Adjustments); plus

(xx) the amount of "run rate" cost savings, operating expense reductions, operating improvements and other synergies that are projected by the Administrative Borrower in good faith to result from actions taken, committed to be taken or expected to be taken no later than 18 months after the end of such Test Period (including investments, acquisitions, dispositions and business optimization initiatives) (which amounts will be determined by the Administrative Borrower in good faith and calculated on a pro forma basis as though such amounts had been realized on the first day of the Test Period for which Consolidated EBITDA is being determined), net of the amount of actual benefits realized during such Test Period from such actions; provided, that, in the good faith judgment of the Administrative Borrower such cost savings are reasonably identifiable and reasonably anticipated to be realized and factually supportable (it being agreed such determination need not be made in compliance with Regulation S-X or other applicable securities law); provided, further, that the amount included in Consolidated EBITDA in any period in reliance on this clause (xx), together with the amount included in Consolidated EBITDA in reliance on the other Specified 25% Adjustments, shall not exceed 25% of Consolidated EBITDA (calculated after giving effect to the Specified 25% Adjustments); plus

(xxi) to the extent not included in Consolidated Net Income for such period, cash actually received (or any netting arrangement resulting in reduced cash expenditures) during such period so long as the non-cash gain relating to the relevant cash receipt or netting arrangement was deducted in the calculation of Consolidated EBITDA pursuant to clause (b)(i) below for any previous period and not added back; plus

(xxii) the amount of incremental contract value that the Administrative Borrower in good faith believes would have been realized or achieved as Consolidated EBITDA contribution from (i) increased pricing, volume initiatives or savings (including as a result of payor contract renegotiations) and/or (ii) the amount of incremental contract value that the Administrative

Borrower in good faith believes would have been realized or achieved as Consolidated EBITDA from the entry into binding and effective new agreements with new customers or new agreements (or amendments to existing agreements) with existing customers, in each case, that are expected (in the good faith determination of the Administrative Borrower) to have a positive contribution to Consolidated EBITDA for a period longer than one year (collectively, "Incremental Contracts"), during such period had such Incremental Contracts been effective as of the beginning of such period as long as such incremental contract value is reasonably identifiable and factually supportable; provided (1) that such incremental contract value shall be subject only to certification by a Responsible Officer of the Administrative Borrower and shall be calculated on a Pro Forma Basis as though the full run rate effect of such incremental contract value had been realized as Consolidated EBITDA contributed on the first day of such period; and (2) Administrative Borrower may only include in Consolidated EBITDA any incremental contract value attributable to new contracts that Administrative Borrower determines is excess of (but without duplication of) contract value attributable to Incremental Contracts that has been actually realized as Consolidated EBITDA contribution during such period; provided that the amount included in Consolidated EBITDA in any period in reliance on this clause (xxii), together with the amount included in Consolidated EBITDA in reliance on the other Specified 25% Adjustments, shall not exceed 25% of Consolidated EBITDA (calculated after giving effect to the Specified 25% Adjustments); plus

(xxiii) Public Company Costs; plus

(xxiv) the amount of fees, expense reimbursements and indemnities paid to directors, including directors of Parent or any other Parent Entity (but only to the extent such fees, expense reimbursements and indemnities are attributable to such Parent Entity's direct or indirect ownership of Parent and its Subsidiaries); plus

(xxv) any net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization or such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of FASB Accounting Standards Codification 715, and any other items of a similar nature; plus

(xxvi) the amount of each Permitted Tax Distribution excluded in the calculation of Consolidated Net Income;

(b) decreased, without duplication, by the following items of such Person and its Restricted Subsidiaries for such Test Period determined on a consolidated basis in accordance with GAAP (in each case, solely to the extent increasing Consolidated Net Income for the applicable period):

(i) any amount which, in the determination of Consolidated Net Income for such period, has been included for any non-cash income or non-cash gain, all as determined in accordance with GAAP (provided that if any non-cash income or non-cash gain represents an accrual or deferred income in respect of potential cash items in any future period, such Person may determine not to deduct the relevant non-cash gain or income in the then-current period); plus

(ii) the amount of any cash payment made during such period in respect of any non-cash accrual, reserve or other non-cash charge that is accounted for in a prior period and that was added to Consolidated Net Income to determine Consolidated EBITDA for such prior period and that does not otherwise reduce Consolidated Net Income for the current period; plus

(iii) the excess of actual cash rent paid over rent expense during such period due to the use of straight-line rent for GAAP purposes; plus

(iv) the amount of any income or gain associated with any Restricted Subsidiary that is attributable to any non-controlling interest and/or minority interest of any third party; plus

(v) any gains from (i) any asset, property or operation that has been disposed of, abandoned, divested, and/or discontinued, (ii) any disposal, abandonment, divestiture and/or discontinuation of any asset, property or operation (other than, at the option of such Person, relating to assets or properties held for sale or pending the divestiture or termination thereof) and/or (iii) any facility that has been closed during such period; plus

(vi) any unusual, extraordinary, infrequent or non-recurring gain.

For purposes of determining the Consolidated EBITDA for any period, there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than an Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued operations by any Borrower or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold or disposed of, a "Sold Entity or Business") and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "Converted Unrestricted Subsidiary"), based on the actual Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition).

"Consolidated First Lien Net Debt" means, as of any date of determination, Consolidated Secured Net Debt under the Facilities, the Term Facility and any other Indebtedness (other than Intercompany Indebtedness) that is secured by a Lien on the Collateral on a pari passu basis (without regard to the control of remedies) with the Liens on the Collateral securing the Term Loan Initial Term Loans.

"Consolidated Interest Expense" means, for any Test Period, the sum of:

(a) cash interest expense (including that attributable to Capitalized Leases), net of cash interest income, of the Administrative Borrower and the Restricted Subsidiaries with respect to all outstanding Indebtedness of the Administrative Borrower and the Restricted Subsidiaries, including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under Swap Contracts, *plus*

(b) non-cash interest expense resulting solely from the amortization of original issue discount from the issuance of Indebtedness of the Administrative Borrower and the Restricted Subsidiaries (excluding Indebtedness borrowed under this Agreement or the Term Loan Credit Agreement and other Indebtedness in connection with and to finance the Transactions) at less than par, *plus*

(c) paid-in-kind interest expense of the Administrative Borrower and the Restricted Subsidiaries payable pursuant to the terms of the agreements governing such debt for borrowed money;

but excluding, for the avoidance of doubt, (i) amortization of deferred financing costs, debt issuance costs, commissions, fees and expenses and any other amounts of non-cash interest other than referred to in clause (b) above (including as a result of the effects of acquisition method accounting or pushdown accounting), (ii) non-cash interest expense attributable to the movement of the mark-to-market valuation of obligations under hedging agreements or other derivative instruments pursuant to FASB Accounting Standards

Codification No. 815-Derivatives and Hedging, (iii) any one-time cash costs associated with breakage in respect of Swap Contracts, (iv) commissions, discounts, yield, make whole premium and other fees and charges (including any interest expense) incurred in connection with any Qualified Securitization Financing (as such term is defined in the Term Loan Credit Agreement), (v) any "additional interest" owing pursuant to a registration rights agreement with respect to any securities, (vi) any payments with respect to make-whole premiums or other breakage costs of any Indebtedness, including any Indebtedness issued in connection with the Transactions, (vii) penalties and interest relating to taxes, (viii) accretion or accrual of discounted liabilities not constituting Indebtedness, (ix) interest expense attributable to a direct or indirect Parent Entity resulting from push-down accounting, (x) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization or purchase accounting, (xi) any interest expense attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto, all as calculated on a consolidated basis in accordance with GAAP and (xii) annual agency fees paid to any trustees, administrative agents and collateral agents with respect to any secured or unsecured loans, debt facilities, debentures, bonds, commercial paper facilities or other forms of Indebtedness (including any security or collateral trust arrangements related thereto), including the Term Facility. For the avoidance of doubt, interest expense shall be determined after giving effect to any net payments made or received by the Administrative Borrower and its Restricted Subsidiaries in respect of Swap Contracts relating to interest rate protection.

"Consolidated Net Debt" means, as of any date of determination, (a) Consolidated Total Debt minus (b) the aggregate amount of cash and Cash Equivalents of the Administrative Borrower and the Restricted Subsidiaries as of such date that is not Restricted.

"Consolidated Net Income" means, with respect to any Person for any Test Period, the Net Income of such Person and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP; provided, that there shall be excluded from such consolidated net income (to the extent otherwise included therein), without duplication:

(a) the Net Income for such Test Period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting; provided, that the Administrative Borrower's or any Restricted Subsidiary's equity in the Net Income of such Person shall be included in the Consolidated Net Income of the Administrative Borrower for such Test Period up to the aggregate amount of dividends or distributions or other payments in respect of such equity that are actually paid in cash (or to the extent converted into cash) by such Person to the Administrative Borrower or a Restricted Subsidiary, in each case, in such Test Period, to the extent not already included therein (subject in the case of dividends, distributions or other payments in respect of such equity made to a Restricted Subsidiary to the limitations contained in clause (b) below);

(b) solely with respect to the calculation of Available Amount (as defined in the Term Loan Credit Agreement) and Excess Cash Flow (as defined in the Term Loan Credit Agreement), the Net Income of any Restricted Subsidiary of such Person during such Test Period to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of that income is not permitted by operation of the terms of its organization documents or any agreement, instrument or requirement of Law applicable to such Restricted Subsidiary during such Test Period; provided, that Consolidated Net Income of such Person shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash to such Person or its Restricted Subsidiaries in respect of such Test Period;

(c) any gain (or loss), together with any related provisions for taxes on any such gain (or the tax effect of any such loss), realized by such Person or any of its Restricted Subsidiaries during such

Test Period upon any asset sale or other disposition of any Equity Interests of any Person (other than any dispositions in the ordinary course of business) by such Person or any of its Restricted Subsidiaries;

(d) gains and losses due solely to fluctuations in currency values and the related tax effects determined in accordance with GAAP for such Test Period;

(e) earnings (or losses), including any impairment charge, resulting from any reappraisal, revaluation or write-up (or write-down) of assets during such Test Period;

(f) (i) unrealized gains and losses with respect to Swap Contracts for such Test Period and the application of Accounting Standards Codification 815 (Derivatives and Hedging) and (ii) any after-tax effect of income (or losses) for such Test Period that result from the early extinguishment of (A) Indebtedness, (B) obligations under any Swap Contracts or (C) other derivative instruments;

(g) any extraordinary, non-recurring, infrequent or unusual gain (or extraordinary, non-recurring, infrequent or unusual loss), together with any related provision for taxes on any such gain (or the tax effect of any such loss), recorded or recognized by such Person or any of its Restricted Subsidiaries during such Test Period;

(h) the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such Test Period;

(i) after-tax gains (or losses) on disposal of disposed, abandoned or discontinued operations for such Test Period;

(j) effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in the inventory, property and equipment, software, goodwill, other intangible assets, in-process research and development, deferred revenue, debt and unfavorable or favorable lease line items in such Person's consolidated financial statements pursuant to GAAP for such Test Period resulting from the application of purchase accounting in relation to the Transactions or any acquisition consummated prior to the Closing Date or the amortization or write-off of any amounts thereof, net of taxes, for such Test Period;

(k) any non-cash compensation charge or expense for such Test Period, including any such charge or expense arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights and any cash charges or expenses associated with the rollover, acceleration or payout of Equity Interests by, or to, management of such Person or any of its Restricted Subsidiaries in connection with the Transactions;

(l) (i) Transaction Expenses incurred during such Test Period and (ii) any fees and expenses incurred during such Test Period, or any amortization thereof for such Test Period, in connection with any acquisition (other than the Transactions), Investment, disposition, issuance or repayment of Indebtedness, issuance of Equity Interests, refinancing transaction or amendment or modification of any debt or equity instrument (in each case, including any such transaction whether consummated on, after or prior to the Closing Date and any such transaction undertaken but not completed) and any charges or non-recurring costs incurred during such Test Period as a result of any such transaction;

(m) any expenses, charges or losses for such Test Period that are covered by indemnification or other reimbursement provisions in connection with any Investment or any sale, conveyance, transfer or other disposition of assets permitted under this Agreement, to the extent actually reimbursed, or, so long as the Administrative Borrower has made a determination that a reasonable basis

exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days);

(n) to the extent covered by insurance and actually reimbursed, or, so long as the Administrative Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses for such Test Period with respect to liability or casualty events or business interruption; and

(o) the amount of each Permitted Tax Distribution.

"Consolidated Secured Net Debt" means, as of any date of determination, (a) (i) Consolidated Total Debt outstanding under the Facilities and the Term Facility, (ii) any secured refinancing indebtedness of the foregoing and (iii) any other Indebtedness that is (x) not subordinated in right of payment to the Term Loan Initial Term Loans and (y) secured by a Lien on any asset of Parent, the Borrower or its Restricted Subsidiaries that, in each case of clauses (i), (ii) and (iii), is outstanding as of such date, minus (b) the aggregate amount of cash and Cash Equivalents of Administrative Borrower and the Restricted Subsidiaries as of such date that is not Restricted.

"Consolidated Total Debt" means, as of any date of determination, the aggregate principal amount of Indebtedness of the Administrative Borrower and the Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of purchase accounting in connection with the Transactions or any other Investment permitted), consisting of Indebtedness for borrowed money, unreimbursed obligations in respect of drawn letters of credit (to the extent not cash collateralized), and obligations in respect of Capitalized Leases as reflected on the consolidated balance sheet of the Administrative Borrower and purchase money obligations and debt obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments; *provided*, that Consolidated Total Debt will not include Indebtedness in respect of (a) any Qualified Securitization Financing (as such term is defined in the Term Loan Credit Agreement), (b) any letter of credit, except to the extent of unreimbursed obligations in respect of drawn letters of credit (*provided*, that any unreimbursed amount under commercial letters of credit will not be counted as Consolidated Total Debt until three Business Days after such amount is drawn (it being understood that any borrowing, whether automatic or otherwise, to fund such reimbursement will be counted)), (c) obligations under Swap Contracts, (d) customary purchase money obligations incurred in the ordinary course, trade payable and earn outs and similar obligations except to the extent owing and not paid, (e) Indebtedness to the extent it has been cash collateralized and (f) any lease obligations other than in respect of Capitalized Leases.

"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 specified in the definition of "Affiliate."

"Converted Restricted Subsidiary" has the meaning specified in the definition of "Consolidated EBITDA."

"Converted Unrestricted Subsidiary" has the meaning specified in the definition of "Consolidated EBITDA."

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Cost" means the cost of purchase of Inventory determined according to the accounting policies used in the preparation of the Administrative Borrower's audited financial statements.

"Covered Party" has the meaning specified in Section 10.27(a)

"Corrective Extension Agreement" has the meaning specified in Section 2.15(d).

"Credit Extension" means a Borrowing.

"Currencies" means Dollars and each Alternative Currency, and "Currency" means any of such Currencies.

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

"Deed of Hypothec" means any deed of hypothec executed from time to time by any Loan Party existing under the laws of the Province of Quebec, or having its domicile, registered office, head office or chief executive office, a place of business or any assets located in the Province of Québec, in each case in form and substance satisfactory to the Agent and sufficient to create movable and immovable hypothecs on all present and future property of each Loan Party that is a party thereto, as each of such deeds of hypothec may be amended, supplemented, replaced or otherwise modified from time to time.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means, if at any time after the occurrence of and during the continuance of a Specified Event of Default, an interest rate equal to (a) with respect to any overdue principal for any Loan, the applicable interest rate for such Loan plus 2.00% per annum (provided that with respect to Term SOFR Loans or Canadian BA Rate Loans, as applicable, the determination of the applicable interest rate is subject to Section 2.02(c) to the extent that Term SOFR Loans or Canadian BA Rate Loans, as applicable, may not be converted to, or continued as, Term SOFR Loans or Canadian BA Rate Loans, pursuant thereto) and (b) with respect to any other overdue amount, including overdue interest, the interest rate applicable to Base Rate Loans or Canadian Base Rate Loans, as applicable, plus 2.00% per annum, in each case, to the fullest extent permitted by applicable Laws.

"Defaulting Lender"

(a) has failed or refused (in writing), within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans required to be funded by it to make available its portion of any participations in Letters of Credit or Swing Line Loans or (ii) pay over to the Administrative Agent, any L/C Issuer or any other Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent and the Administrative Borrower in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied,

(b) has notified the Administrative Borrower or the Administrative Agent or any other Lender in writing that it does not intend or expect to comply with any of its funding obligations under this Agreement or has made a public statement to that effect (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan cannot be satisfied),

(c) has failed, within three (3) Business Days after request by the Administrative Agent, the Administrative Borrower or any Lender, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans, Swing Line Loans or participations in Letters of Credit, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Administrative Agent's or Lender's and the Administrative Borrower's receipt of such certification in form and substance satisfactory to it and the Administrative Agent,

(d) has become the subject of a Bankruptcy Event, or

(e) has become the subject of a Bail-In Action.

Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (e) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to the last paragraph of Section 2.16) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Administrative Borrower, the L/C Issuers, the Swing Line Lenders and each other Lender promptly following such determination.

"Deposit Account" means any checking or other demand deposit account maintained by the Loan Parties, including any "deposit accounts" under Article 9 of the UCC. All funds in such Deposit Accounts (other than Excluded Accounts) shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agent and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in the Deposit Accounts, subject to this Agreement, the Security Agreement and the ABL/Term Loan Intercreditor Agreement.

"Deposit Account Control Agreement" has the meaning specified in Section 6.20(a).

"Designated Non-Cash Consideration" means the fair market value of non-cash consideration received by any Borrower or any Restricted Subsidiary in connection with a Disposition pursuant to Section 7.05(m) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Administrative Borrower setting forth the basis of such valuation (which certificates shall conclusively establish such value absent manifest error).

"DIP Budget" means the budget to be delivered to Administrative Agent in accordance with the Ratification Agreement, in form and substance satisfactory to Administrative Agent, together with any subsequent or amended budget(s) delivered to Administrative Agent, in form and substance satisfactory to Administrative Agent, in accordance with the terms and conditions thereof.

"DIP Superpriority Claims" shall have the meaning assigned to such term in Section 2.19.

"Discretionary Overadvance" has the meaning set forth in Section 2.

"Disposed EBITDA" means, with respect to any Sold Entity or Business or any Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or such Converted Unrestricted Subsidiary, all as determined on a consolidated basis for such Sold Entity or Business or such Converted Unrestricted Subsidiary.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any Sale Leaseback and any sale of Equity Interests) of any property by any Person (in one transaction or in a series of transaction and whether effected pursuant to a Division or otherwise), 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; provided that (i) "Disposition" and "Dispose" shall not be deemed to include any issuance by Parent or any Borrower of any of its Equity Interests to another Person and (ii) no transaction or series of related transactions shall be considered a "Disposition" for purpose of Section 7.05 unless the fair market value (as determined in good faith by the Administrative Borrower) of the property disposed of in such transaction or series of transactions shall exceed the greater of (a) 10% of Closing Date EBITDA and (b) 10% of TTM Consolidated EBITDA as of the applicable date of determination.

"Disqualified Equity Interests" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of an initial public offering, change of control or asset sale so long as any rights of the holders thereof upon the occurrence of an initial public offering, change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than Hedging Obligations under any Secured Hedge Agreement, Cash Management Obligations under Secured Cash Management Agreements or contingent indemnification obligations and other contingent obligations for which no claim has been made) that are accrued and payable and the termination of the Commitments and all outstanding Letters of Credit (unless Cash Collateralized or backstopped in a manner reasonably acceptable to the applicable L/C Issuer)), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, unless such redemption is conditioned is conditioned on the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of all outstanding Loans, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time such Equity Interests are issued unless, in each case, such redemption or other payments is expressly conditioned on available capacity under Section 7.06.

"Disqualified Lenders" means (a) such Persons that have been specified in writing to the Lead Arrangers by the Administrative Borrower prior to the Closing Date, (b) competitors of Parent, the Administrative Borrower and the other Subsidiaries that have been specified in writing to the Administrative Agent from time to time by the Administrative Borrower and (c) any of their Affiliates (other than in the case of clause (b), Affiliates that are bona fide debt funds) that are (x) identified in writing from time to time to the Administrative Agent by the Administrative Borrower or (y) clearly identifiable on the basis of such Affiliates' name; provided that no such updates to the list shall be deemed to retroactively disqualify any parties that have previously acquired an assignment or participation interest in respect of the Loans from continuing to hold or vote such previously acquired assignments and participations on the terms set forth herein for Lenders that are not Disqualified Lenders (it being understood and agreed that such prohibitions with respect to Disqualified Lenders shall apply to any potential future assignments or participations to any such parties). The schedule of Disqualified Lenders shall be maintained with the Administrative Agent and may be communicated to a Lender upon request to the

Administrative Agent (with concurrent notice to the Administrative Borrower) but shall not otherwise be posted or made available to Lenders.

"Dividing Person" has the meaning assigned to it in the definition of "Division."

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Document" has the meaning assigned to such term in Article 9 of the UCC (or, with respect to any "document of title" of any Canadian Loan Party, as such term is defined in the PPSA).

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

"Dollar Equivalent" means, on any date of determination, (a) with respect to any amount in Dollars, such amount, and (b) with respect to any amount in Canadian Dollars, the Equivalent Amount.

"Domestic Borrower" or "Domestic Borrowers" means, collectively, the Administrative Borrower and each other Domestic Subsidiary of the Administrative Borrower from time to time party hereto as a "Domestic Borrower".

"Domestic Guarantors" has the meaning specified in the definition of "Collateral and Guarantee Requirement."

"Domestic Loan Parties" means, collectively, (a) the Domestic Borrowers and (b) each other Domestic Guarantor.

"Domestic Security Agreement" means, collectively, the Security Agreement, dated as of the Closing Date, executed by the Domestic Loan Parties party thereto and the Collateral Agent, as supplemented by any Domestic Security Agreement Supplement executed and delivered pursuant to Section 6.10.

"Domestic Security Agreement Supplement" means a supplement to any Domestic Security Agreement as contemplated by such Domestic Security Agreement.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of the United States, any state thereof or the District of Columbia, other than a Foreign Holding Company.

"Drawing Document" means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer generated communication.

"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.

"Eligible Accounts" means the unpaid portion of Accounts arising from the sale of goods or rendition of services in the ordinary course of business payable in Dollars to any Domestic Loan Party as reflected in the most recent Borrowing Base Certificate, net of sales, excise or similar taxes and net of returns, discounts, claims, credits and allowances of any nature at any time issued, owing, granted, outstanding, available or claimed, which meets all of the criteria set forth below (unless the Administrative Agent in its Permitted Discretion elects to include such Account notwithstanding being outside of the criteria set forth below):

(a) such Account is owned by a Domestic Loan Party and represents a complete *bona fide* transaction which requires no further act on the part of any Loan Party to make such Account payable by the Account Debtor;

(b) such Account is not past due more than sixty (60) days after its due date, which due date shall not be later than ninety (90) days after the invoice date;

(c) such Account does not arise out of any transaction with any Subsidiary or Affiliate of a Borrower, excluding, however, any account debtor that is an Affiliate of a Borrower (other than any Loan Party) solely because such Affiliate is owned or controlled by the Permitted Holders or its Affiliates so long as such transactions are on terms no less favorable to such Borrower than similar transactions with independent third parties;

(d) such Account is not owing by an Account Debtor (i) from which an aggregate amount of more than fifty percent (50%) of the Accounts owing therefrom are, based on the most recent Borrowing Base Certificate, not Eligible Accounts pursuant to clause (b) above or (ii) any Accounts owing by which Account Debtor are subject to a supply chain factoring arrangement, except with respect to any Accounts in respect of Carmax, Tesla and Walmart as Account Debtors so long as such Accounts are (1) not "purchased" under the applicable supply chain factoring agreements and (2) in an amount such that aggregate availability attributable to such Accounts does not exceed $4,000,000 in respect of Carmax Accounts, $15,000,000 in respect of Tesla Accounts and $15,000,000 in respect of Walmart Accounts;

(e) if the Account Debtor with respect thereto is located outside of the United States, Canada or Puerto Rico, the goods which gave rise to such Account were shipped after receipt by the applicable Borrower from the Account Debtor of an irrevocable letter of credit that has been confirmed by a financial institution reasonably acceptable to the Administrative Agent, and on terms, reasonably acceptable to the Administrative Agent, payable in the full face amount of the face value of the Account in Dollars at a place of payment located within the United States and has been duly assigned to the Administrative Agent, except that up to $10,000,000 of such Accounts outstanding at any time that are otherwise Eligible Accounts, may be included in Eligible Accounts without such letter of credit supports;

(f) such Account is not subject to the Assignment of Claims Act of 1940, as amended from time to time, *the Financial Administration Act*, (Canada), as amended from time to time, or any other applicable law now or hereafter existing similar in effect thereto, unless the applicable Borrower has assigned its right to payments of such Account so as to comply with the Assignment of Claims Act of 1940, as amended from time to time, the *Financial Administration Act*, (Canada), as amended from time to time, or any such other applicable law, or to any contractual provision accepted in writing by such Borrower prohibiting its assignment or requiring notice of or consent to such assignment which notice or consent has not been made or obtained;

(g) Accounts with respect to which the representations and warranties set forth in the applicable Security Agreement applicable to Accounts are not correct in any material respect;

(h) such Account is not disputed, and is not subject to a claim, counterclaim, discount, deduction, reserve, allowance, recoupment, offset or chargeback that has been asserted with respect thereto by the applicable Account Debtor (but only to the extent of such dispute, claim, counterclaim, discount, deduction, reserve, allowance, recoupment, offset or chargeback);

(i) such Account is not owed by an Account Debtor that is (i) subject to an insolvency proceeding or that is liquidating, dissolving or winding up its affairs or otherwise deemed not creditworthy by the Administrative Agent in its Permitted Discretion or (ii) to the knowledge of the Administrative Borrower, after due care and inquiry, a Sanctioned Person or Sanctioned Entity;

(j) the goods the sale of which gave rise to such Account were shipped or delivered to the Account Debtor on an absolute sale basis and not on a bill and hold sale basis, a consignment sale basis, a guaranteed sale basis, a sale or return basis or on the basis of any other similar understanding, and such goods have not been returned or rejected;

(k) such Account is not owing by an Account Debtor whose then-existing Eligible Accounts owing to the Domestic Loan Parties, based on the most recent Borrowing Base Certificate, exceed twenty percent (20%) of the net amount of all Eligible Accounts of the Domestic Loan Parties, but such Account shall be ineligible only to the extent of such excess;

(l) such Account is evidenced by a customary invoice or other customary documentation reasonably satisfactory to the Administrative Agent in its Permitted Discretion;

(m) such Account is a valid, legally enforceable obligation of the Account Debtor with respect thereto and is not subject to any present or contingent (and no facts exist which are the basis for any future), offset, deduction or counterclaim, dispute or other defense on the part of such Account Debtor, except that any Account that is subject to any offset, deduction or counterclaim shall be ineligible only to the extent of such offset, deduction or counterclaim;

(n) such Account does not arise under or is not related to any warranty obligation of a Borrower or any charges by a Borrower of fees for the time value of money;

(o) such Account is not evidenced by chattel paper or an instrument of any kind;

(p) such Account is subject to a first priority perfected Lien in favor of the Administrative Agent;

(q) such Account is not subject to any Lien other than any Liens permitted by Section 6.02 (including for the avoidance of doubt, any Lien securing the Term Loan Credit Agreement) so long as such Liens do not have priority over the Lien of the Administrative Agent and are junior to the Administrative Agent's Lien;

(r) such Account is not an Account with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(s) such Account does not (i) represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by the applicable Borrower of the subject contract for goods or services, or (ii) represent credit card sales; and

(t) [reserved].

With respect to any Account of any Domestic Loan Party that was acquired or originated by any Person acquired after the Closing Date, the Administrative Agent shall use its commercially reasonable efforts, at the expense of the applicable Domestic Loan Party, to complete diligence in respect of such Person and such Account within a reasonable time following the request of the Administrative Borrower.

"Eligible Borrowing Base Cash" means the aggregate amount of cash and Cash Equivalents of the Domestic Borrowers at such time that is held in a Deposit Account, Securities Account or other account, in each case subject to a Deposit Account Control Agreement or a Securities Account Control Agreement (as applicable) and subject to daily reporting of balances and daily adjustments to the Administrative Agent upon request; provided that (x) Eligible Borrowing Base Cash shall not include any cash held in a disbursement account, (y) if the Borrowing Base includes Eligible Borrowing Base Cash, each Committed Loan Notice shall include the amount of Eligible Borrowing Base Cash as of the close of business on the Business Day immediately prior to such Committed Loan Notice and (z) from the Closing Date to and including the date that is 45 days after the Closing Date, Eligible Borrowing Base Cash may include up to $15,000,000 of cash and Cash Equivalents held in a Deposit Account regardless of whether such Deposit Account is subject to a Deposit Account Control Agreement and subject to daily reporting of balances to and daily adjustments by the Administrative Agent.

"Eligible Domestic In-Transit Inventory" shall mean Inventory that would otherwise be Eligible Inventory (other than for its location) that (x) has been shipped from a location of any Domestic Loan Party or from the manufacturer or wholesale distributor thereof within the United States for receipt at a location of any Domestic Loan Party within the United States and permitted hereunder, within 30 days of shipment or (y) has been shipped from a manufacturer or wholesale distributed thereof outside of the United States for receipt at a location of any Domestic Loan Party within the United States, within 45 days of shipment (or, prior to December 31, 2022, within 60 days of shipment), but in either case, which

(a) has not yet been delivered to such Domestic Loan Party,

(b) the purchase order is in the name of a Domestic Loan Party,

(c) title has passed to such Domestic Loan Party and

(i) the Administrative Agent has received such evidence thereof as it has reasonably requested and shall have determined that such Inventory is not subject to (A) any Person's right of reclamation, repudiation, stoppage in transit or diversion or (B) any other right or claim of any other Person which is (or is capable of being) senior to, or pari passu with, the Lien or Agent or Agent determines that any Person's right or claim impairs, or interferes with, directly or indirectly, the ability of Agent to realize on, or reduces the amount that Agent may realize from the sale or other disposition of such Inventory, and

(ii) the Borrower has provided (A) a certificate to Agent that certifies that, to the best knowledge of such Borrower, such Inventory meets all of Borrowers' representations and warranties contained in the Loan Documents concerning Eligible Domestic In-Transit Inventory, that it knows of no reason why such Inventory would not

be accepted by such Borrower when it arrives in the United States and that the shipment as evidenced by the documents conforms to the related order documents and (B) upon Agent's request, a copy of the invoice, packing slip and manifest with respect thereto,

(d) is insured in accordance with the terms of this Agreement,

(e) (x) is subject to a negotiable bill of lading governed by the laws of a state of the United States (i) that is consigned to the Administrative Agent (either directly or by means of endorsements), (ii) that was issued by the carrier (including a non-vessel operating common carrier) in possession of the Inventory that is subject to such bill of lading and (iii) that either is in the possession of the Administrative Agent or a customs broker acceptable to the Administrative Agent (within the continental United States) and that has delivered a customs broker agreement acceptable to the Administrative Agent or (y) is subject to a non-negotiable bill of lading governed by the laws of a state within the United States and (i) the Administrative Agent shall have received a written agreement by the seller of such inventory, in form and substance reasonably satisfactory to the Administrative Agent, that waives all rights of stoppage, diversion or similar rights of the seller to such Inventory, or (ii) the bill of lading provides that the seller does not have any right of stoppage, diversion or similar rights with respect to such Inventory; and

(f) is being handled by a customs broker, freight carrier, freight-forwarder or other handler that has issued the bill of lading or other document of title with respect thereto or the customs broker handling the importing, shipping and delivery of such Inventory, which entity shall have entered into, as applicable, a customary freight forwarder agency or similar agreement in respect of such Inventory with the Administrative Agent and the applicable Loan Party, in each case, that is reasonably satisfactory to the Administrative Agent in its Permitted Discretion;

provided, that 80% of such reported Inventory will nevertheless be Eligible Domestic In-Transit Inventory (and therefore included in the Borrowing Base) for a period of 120 days following the Closing Date (or such longer period as the Administrative Agent may agree in its reasonable discretion) until the Administrative Borrower satisfies the requirements set forth in clauses (e) and (f) set forth above; provided that after the period of 120 days (or such longer period as the Administrative Agent may agree in its reasonable discretion), such reported Inventory shall cease to be Eligible Domestic In-Transit Inventory (and therefore shall be excluded from the Borrowing Base).

"Eligible Inventory" means, collectively, Eligible Tire Inventory and Eligible Non-Tire Inventory.

"Eligible Letter of Credit" means, at any time, an irrevocable letter of credit issued to the Administrative Agent by a financial institution approved of the Administrative Agent (such approval not to unreasonably withheld, conditioned or delayed) in a stated amount of not less than $5 million and which (i) has an initial expiration date at least 364 days after its issue date, (ii) the account party is a Person other than a Loan Party, (iv) is non-recourse to any Loan Party and the assets of any Loan Party and (iv) is permitted to be drawn on terms acceptable to the Administrative Agent.

"Eligible Non-Tire Inventory" shall mean Inventory (other than tires) of each Domestic Loan Party as reflected in the most recent Borrowing Base Certificate, that is held for sale in the ordinary course of the business of such Domestic Loan Party (but not including packaging or shipping materials or maintenance supplies), which meets all of the criteria set forth below (unless the Administrative Agent in its Permitted Discretion elects to include such Inventory notwithstanding being outside of the criteria set forth below):

(a) such Inventory is owned by any Domestic Loan Party and is subject to a first priority perfected Lien in favor of the Administrative Agent;

(b) such Inventory is not subject to any Lien other than any Liens permitted by Section 6.02 (including for the avoidance of doubt, any Lien securing the Term Loan Credit Agreement) so long as such Liens do not have priority over the Lien of the Administrative Agent and are junior to the Administrative Agent's Lien;

(c) such Inventory consists of finished goods and does not consist of work-in-process, supplies, consigned goods, slow moving inventory, restrictive or custom items or items otherwise manufactured in accordance with customer-specific requirements, tooling or replacement parts, display items, goods that constitute spare parts, supplies used or consumed in Borrowers' business, bill and hold goods or defective goods;

(d) such Inventory is in good condition and meets in all material respects all material standards applicable to such goods, their use or sale imposed by any Governmental Authority having regulatory authority over such matters;

(e) such Inventory is currently either usable or saleable, at prices approximating at least the cost thereof, in the normal course of the applicable Borrower's business;

(f) such Inventory is not obsolete or returned (except Inventory that is placed back into stock in the ordinary course of business) or repossessed or used goods taken in trade;

(g) such Inventory owned by a Domestic Loan Party is either located within the United States or is Eligible Domestic In-Transit Inventory; provided, that the amount of the applicable Borrowing Base based on this clause (g) attributable to Eligible Domestic In-Transit Inventory in aggregate shall not exceed 12.5% of all Eligible Non-Tire Inventory and Eligible Tire Inventory.

(h) if such Inventory is located at any location leased by a Domestic Loan Party, (i) the lessor has delivered to the Administrative Agent a Collateral Access Agreement as to such location or (ii) a Rent Reserve with respect to such location has been established by the Administrative Agent in its Permitted Discretion;

(i) such Inventory is not subject to any warehouse receipt or negotiable Document unless in the possession of, the Administrative Agent, and if such Inventory is located in any third party warehouse or is in the possession of a bailee and is not evidenced by a Document, (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may reasonably require or (ii) an appropriate Reserve has been established by the Administrative Agent in its Permitted Discretion;

(j) such Inventory is not subject to third party intellectual property, licensing or other proprietary rights; provided that such Inventory will be Eligible Non-Tire Inventory to the extent the Administrative Agent determines, in its Permitted Discretion, that upon an Event of Default such Inventory could be liquidated without (i) infringing or otherwise violating the rights of such third party, (ii) violating any contract with such licensor or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement; or

(k) [reserved].

With respect to any Inventory of any Domestic Loan Party that was acquired or originated by any Person acquired after the Closing Date, the Administrative Agent shall use its commercially reasonable efforts, at the expense of the applicable Domestic Loan Party, to complete diligence in respect of such Person and such Inventory within a reasonable time following the request of the Administrative Borrower.

"Eligible Subordinated Vendor Inventory" means Eligible Tire Inventory that is subject to a Subordinated Vendor Lien.

"Eligible Tire Inventory" means all Inventory that would otherwise qualify as Eligible Non-Tire Inventory, including any Eligible Subordinated Vendor Inventory, except that such Inventory consists of tires of any Domestic Loan Party.

"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

"Engagement Letter" means the Engagement Letter dated September 22, 2021, by and among the Borrower, BofA Securities, Inc., Wells Fargo Securities, LLC and Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as any of them shall determine to be appropriate to provide the services contemplated therein, and as otherwise amended, supplemented or modified from time to time.

"Environment" means ambient air, indoor or outdoor air, surface water, groundwater, drinking water, soil, surface and subsurface strata, and natural resources such as wetlands, flora and fauna.

"Environmental Laws" means any and all applicable Laws relating to pollution, protection of the Environment or to the generation, transport, storage, use, treatment, handling, disposal, Release or threat of Release of any Hazardous Materials or, to the extent relating to exposure to Hazardous Materials, human health or safety.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities) of or relating to any Loan Party or any of its respective Subsidiaries directly or indirectly resulting from or based upon (a) any Environmental Law, (b) the generation, use, handling, transportation, storage, disposal or treatment of any Hazardous Materials, (c) exposure of any Person to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement to the extent liability is assumed or imposed with respect to any of the foregoing.

"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).

"Equivalent Amount" means, on any date of determination, (i) with respect to obligations or valuations denominated in Dollars, the amount of Canadian Dollars as determined by the L/C Issuer or Administrative Agent, as applicable, which would result from the conversion by the L/C Issuer or Administrative Agent, as applicable, of such Dollars into Canadian Dollars at the Market Rate on such date, or, as applicable, the actual amount of Canadian Dollars into which such Dollars were converted by the L/C Issuer at the Market Rate and (ii) with respect to obligations or valuations denominated in Canadian Dollars, the amount of Dollars as determined by the L/C Issuer or Administrative Agent, as applicable, which would result from the conversion by the L/C Issuer or Administrative Agent, as applicable, of such Canadian

Dollars into Dollars at the Market Rate on such date, or, as applicable, the actual amount of Dollars into which such Canadian Dollars were converted by the L/C Issuer at the Market Rate.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is under common control with any Loan Party and is treated as a single employer within the meaning of Section 414 of the Code or Section 4001 of ERISA.

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA with respect to a Pension Plan, whether or not waived, or a failure to make any required contribution to a Multiemployer Plan; (d) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan, notification of any Loan Party or ERISA Affiliate concerning the imposition of Withdrawal Liability or notification that a Multiemployer Plan is insolvent within the meaning of Title IV of ERISA or in endangered status or critical status, within the meaning of Section 305 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 Section 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 the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate; (h) a determination that any Pension Plan is, or is expected to be, in "at-risk" status (within the meaning of Section 303(i)(4)(A) of ERISA or Section 430(i)(4)(A) of the Code); or (i) the occurrence of a non-exempt prohibited transaction with respect to any Pension Plan maintained or contributed to by any Loan Party (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could result in liability to any Loan Party.

"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.

"Euro", "EUR" and "€" mean the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation.

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

"Excess Availability" means, at any time, an amount equal to (a) the Line Cap at such time minus (b) the aggregate Total Revolving Credit Outstandings at such time.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excluded Account" shall mean (a) any deposit account the funds in which are used solely for the payment of salaries and wages, workers' compensation, taxes, benefits and similar expenses in the ordinary course of business, (b) any deposit account the funds in which consist solely of amounts deposited solely for the making of disbursements in satisfaction of accounts payable as such accounts payable become due in the ordinary course of business and not for purposes of maintaining a balance, (c) any zero balance account, (d) any segregated deposit account the funds in which consist solely of funds held by any Borrower

or any Restricted Subsidiary in trust, (e) accounts (x) the funds in which consist solely of net cash proceeds from the sale of non-ABL Priority Collateral or (y) solely hold the proceeds of the sale of Term Loan Priority Collateral, (f) all other accounts of the Loan Parties containing at all times equal to or less than $500,000, provided that the aggregate balance of all Excluded Accounts under this clause (f) is equal to or less than the $2,500,000 and (g) accounts located outside of the United States and Canada.

"Excluded Contribution Amount" means the aggregate amount of cash or Cash Equivalents received by the Administrative Borrower (other than from any of the Restricted Subsidiaries) after the Closing Date from capital contributions, minus the aggregate amount of (i) any Investments made pursuant to Section 7.02(n)(ii) (net of any return of capital in respect of such Investment or deemed reduction in the amount of such Investment), (ii) any Restricted Payment made pursuant to Section 7.06(k)(ii) and (iii) any payments made pursuant to Section 7.08(a)(iii)(C), in each case, made during the period commencing on the Closing Date through and including the date of usage of such Excluded contribution Amount in reliance thereon (without taking account of the intended usage of the Excluded Contribution Amount as of such date), designated as an Excluded Contribution Amount pursuant to a certificate of a Responsible Officer on or promptly after the date on which the relevant capital contribution is made or the relevant proceeds are received, as the case may be, and which are excluded from the calculation of the Available Equity Amount and do not constitute Cure Amounts.

"Excluded Equity" means Equity Interests (i) of any Unrestricted Subsidiary, (ii) [reserved], (iii) of any first-tier Foreign Subsidiary (in each case other than any Guarantor designated as such pursuant to the definition of "Guarantor") in excess of 65% of the issued and outstanding Equity Interests of such Foreign Subsidiary (and any Equity Interests of any Subsidiary of any such Foreign Subsidiary), (iv) of any Subsidiary with respect to which the Administrative Borrower determines, in good faith and in consultation with the Administrative Agent, in its reasonable judgment that the costs or other consequences (including any adverse tax consequences that are not de minimis) of providing a pledge of such Equity Interests or perfection thereof is excessive in view of the benefits to be obtained by the Lenders therefrom, (v) of any captive insurance companies, not-for-profit Subsidiaries, special purpose entities, (vi) of any non-Wholly-Owned Restricted Subsidiary; and (vii) of any Subsidiary outside the United States (other than any Guarantor designated pursuant to the definition of "Guarantor") the pledge of which is prohibited by applicable Laws or which would reasonably be expected to result in a violation or breach of, or conflict with, fiduciary duties of such Subsidiary's officers, directors or managers.

"Excluded Property" means

(i) any fee-owned real property that is not Material Real Property and any leasehold interests in real property (it being understood that no action shall be required with respect to creation or perfection of security interests with respect to such leases, including to obtain landlord waivers, estoppels or collateral access letters),

(ii) (A) motor vehicles, airplanes and other assets subject to certificates of title to the extent a Lien thereon cannot be perfected by the filing of a UCC or PPSA financing statement (or equivalent filing document), (B) Letter-of-Credit Rights (as defined in the UCC) (other than those constituting supporting obligations of other Collateral) to the extent a Lien thereon cannot be perfected by the filing of a UCC financing statement and (C) Commercial Tort Claims (as defined in the UCC),

(iii) assets for so long as a pledge thereof or a security interest therein is prohibited by applicable Laws or by any contract binding on such assets at the time of its acquisition and not entered into in contemplation thereof, requires government or third party consents that have not been obtained (provided that there shall be no obligation to obtain such consent) or creates a right of termination in favor of any governmental or other third party, in each case, after giving effect to the applicable anti-assignment clauses

of the UCC, PPSA and applicable Laws, other than the proceeds and receivables thereof the assignment of which is expressly deemed effective or enforceable under applicable Laws notwithstanding such prohibition,

(iv) Margin Stock,

(v) the DIP Loan Proceeds Account (as defined in the DIP Term Loan Term Sheet) and the proceeds of the DIP Term Loans deposited therein;

(vi) any lease, license or other agreements, or any property subject to a purchase money security interest, Capitalized Lease Obligation or similar arrangements, in each case to the extent permitted under the Loan Documents, to the extent that a pledge thereof or a security interest therein would violate or invalidate such lease, license or agreement, purchase money, Capitalized Lease or similar arrangement, or create a right of termination in favor of any other party thereto (other than the Borrowers or a Guarantor) after giving effect to the applicable anti-assignment clauses of the Uniform Commercial Code, PPSA and applicable Laws, other than the proceeds and receivables thereof the assignment of which is expressly deemed effective or enforceable under applicable Laws notwithstanding such prohibition,

(vii) assets for which a pledge thereof or a security interest therein or perfection thereof in the assets owned by or Equity Interests of any existing and subsequently acquired or organized direct or indirect Wholly-Owned Restricted Subsidiary of any Borrower, would, in each case, result in an adverse tax consequence (that is not de minimis) or adverse regulatory consequences as reasonably determined by the Administrative Borrower (in consultation with (but without the consent of) the Administrative Agent),

(viii) assets for which the with respect to which by the Administrative Borrower, in good faith and in consultation with the Administrative Agent, reasonably determines in its reasonable judgment that the costs or other consequences (including any adverse tax consequences that are not de minimis) of providing a creating or perfecting such pledges or security interests therein would be excessive in view of the benefits to be obtained by the Lenders therefrom,

(ix) any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law and

(x) Excluded Equity, and

(xi) any goods or assets sold pursuant to a factoring or receivables arrangement not prohibited hereunder.

"Excluded Subsidiary" means

(a) each Subsidiary listed on Schedule 1.01C hereto,

(b) any Subsidiary that is prohibited by applicable Law or by any contractual obligation existing on the Closing Date (or, if later, the date such Subsidiary first becomes a Subsidiary) from guaranteeing the Obligations (and in the case of such contractual obligation, not entered into in contemplation of the acquisition of such Subsidiary) or which would require governmental (including regulatory) consent, approval, license or authorization to provide a Guarantee unless such consent, approval, license or authorization has been received,

(c) [reserved],

(d) any Immaterial Subsidiary or Unrestricted Subsidiary,

(e) captive insurance companies,

(f) not-for-profit Subsidiaries,

(g) special purpose entities

(h) any non-Wholly-Owned Subsidiary of the Administrative Borrower or a joint venture,

(i) any Foreign Subsidiary,

(j) any Subsidiary of a Foreign Subsidiary and

(k) any Subsidiary that is prohibited or restricted from guaranteeing the Facilities by any contractual obligation in existence on the Closing Date for so long as any such contractual obligation exists (or, in the case of any newly-acquired subsidiary, in existence at the time of acquisition thereof and not entered into in contemplation of this exclusion and for so long as any such contractual obligation exists),

(l) any Subsidiary with respect to which a guarantee by it of the Facilities would reasonably be expected to result in adverse tax consequences (that are not de minimis) or adverse regulatory consequences as reasonably determined by the Administrative Borrower (in consultation with (but without the consent of) the Administrative Agent) and

(m) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Administrative Borrower mutually agree that the cost or other consequences (including any adverse tax consequences) of providing a Guarantee shall be excessive in view of the benefits to be obtained by the Lenders therefrom; in each case of this definition, unless such Subsidiary is designated by the Administrative Borrower as a Guarantor pursuant to the definition of "Guarantors".

"Excluded Swap Obligation" means, with respect to any Loan Party, any obligation (a "Swap 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, if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party 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).

"Excluded Taxes" means, with respect to any Recipient of any payment to be made by or on account of any obligation of a Borrower hereunder, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed by the jurisdiction under the laws of which such Recipient is organized or in which its principal office is located or, in the case of any Lender, in which its Applicable Lending Office is located or (ii) that are Other Connection Taxes, (b) any branch profit Tax or any similar Tax that is imposed by any jurisdiction described in clause (a) above, (c) in the case of a Lender (other than an assignee pursuant to a request by the any Borrower), any United States federal withholding Tax that is in effect and would apply to amounts payable hereunder to such Lender at the time such Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Lender (or its assignor, if any) was entitled, at the time of

designation of a new lending office (or assignment), to receive additional amounts from any Borrower with respect to any United States federal withholding Tax pursuant to Section 3.01, (d) in the case of a Lender, any Canadian federal withholding Taxes imposed on the payment as a result of having been made to a Lender that, at the time of making such payment, (i) is a person with which a Loan Party does not deal at arm's length (for the purposes of the Income Tax Act (Canada)), or (ii) is a "specified shareholder" (as defined in subsection 18(5) of the Income Tax Act (Canada)) of a Loan Party or does not deal at arm's length (for the purposes of the Income Tax Act (Canada)) with such a "specified shareholder" (other than where the non-arm's length relationship arises, or where the Lender is a "specified shareholder" or does not deal at arm's length with a "specified shareholder", in connection with or as a result of the Lender having become a party to, received payments under, received or perfected a security interest under or received or enforced any rights under, a Loan Document), (e) Taxes attributable to such Recipient's failure to comply with Section 3.01(f) or Section 3.01(g) and (f) any withholding Tax imposed pursuant to FATCA.

"Existing Credit Agreement" means, collectively, that certain (i) Amended and Restated Credit Agreement, dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified prior to the Closing Date, the "Existing Term Loan Credit Agreement"), by and among the Administrative Borrower, Parent, the other guarantors from time to time party thereto, Ankura Trust Company, as administrative agent, and the lenders from time to time party thereto, (ii) FILO Exit Credit Agreement, dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified prior to the Closing Date, the "Existing FILO Credit Agreement"), by and among the Administrative Borrower, Parent, the other guarantors from time to time party thereto, Cortland Capital Market Services LLC, as administrative agent, and the lenders from time to time party thereto and (iii) Credit Agreement, dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified prior to the Closing Date, the "Existing ABL Credit Agreement"), by and among the Administrative Borrower, Parent, each other subsidiary of the Borrower as a borrower from time to time party thereto, the lenders from time to time party thereto (the "Existing Lenders"), Wells Fargo Bank, as administrative agent and as collateral agent.

"Existing FILO Term Loan" has the meaning assigned to such term in Section 2.15(a).

"Existing Letters of Credit" means each of the letters of credit described in Schedule 2.03(a).

"Existing Revolving Credit Class" has the meaning specified in Section 2.15(a).

"Existing Revolving Credit Commitment" has the meaning specified in Section 2.15(a).

"Existing Revolving Credit Loans" has the meaning specified in Section 2.15(a).

"Existing Subordination Agreements" means (a) the Lien Subordination Agreement, dated on or about December 21, 2018, between Wells Fargo and Pirelli Tire LLC and (b) the Vendor Lien Subordination Agreement, dated on or about December 21, 2018, between Wells Fargo and Cooper Tire & Rubber Company.

"Facility" means any of (a) the Revolving Credit Facility, (b) FILO Facility or (c) 2024 Delayed Draw FILO Facility.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices

adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"FCPA" means the United States Foreign Corrupt Practices Act of 1977, as amended.

"Federal Funds Rate" means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate.

"Field Examination" means a field examination in respect of each Domestic Loan Party's Accounts that is included in the Borrowing Base conducted by field examiners reasonably satisfactory to the Administrative Agent (not to be unreasonably withheld, conditioned or delayed) (which may be employees of or affiliates of the Administrative Agent).

"FILO Borrowing Base" shall mean, with respect to the Domestic Loan Parties at any time, an amount equal to the sum of the following:

(a) five percent (5%) of the Eligible Accounts of the Domestic Loan Parties; plus

(b) ten percent (10%) of the Net Orderly Liquidation Value of Eligible Tire Inventory of the Domestic Loan Parties; plus

(c) ten percent (10%) of the Net Orderly Liquidation Value of Eligible Non-Tire Inventory of the Domestic Loan Parties; minus

(d) the sum of all applicable Reserves which the Administrative Agent deems necessary in the exercise of its Permitted Discretion (and subject to Section 2.20) to maintain with respect to the Loan Parties.

The FILO Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 6.21, as adjusted to give effect to Reserves determined in the Permitted Discretion of the Administrative Agent following such delivery; provided, that such Reserves shall not be established or changed except upon prior written notice to the Administrative Borrower to the extent required under Section 2.20. Notwithstanding anything herein to the contrary, Reserves shall not duplicate eligibility criteria contained in the definition of Eligible Account, Eligible Inventory or any other Reserve then established.

"FILO Commitment" means, as to each FILO Term Lender, its obligation to make a FILO Term Loan to the Domestic Borrowers pursuant to Section 2.01(b) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on each of Schedule 2.01 hereto under the caption "FILO Commitment", or in the Assignment and Assumption pursuant to which such FILO Term Lender becomes a party hereto, as applicable. The aggregate amount of the FILO Commitments as of the Closing Date was $100 million.

"FILO Pushdown Reserve" means, at any time, an amount equal to the greater of (a) $0 and (b) the amount, if any, by which the FILO Facility exceeds the FILO Borrowing Base. The Loan Parties hereby agree and acknowledge that the Administrative Agent has agreed at all times to implement and maintain the FILO Pushdown Reserve against the Revolving Credit Borrowing Base, as and when applicable.

"FILO Term Lender" means, at any time, any Lender that has an FILO Commitment or an FILO Term Loan at such time.

"FILO Term Loan" means a Loan made pursuant to Section 2.01.

"FILO Term Note" means, if requested, a promissory note of any Borrower or Borrowers payable to any FILO Term Lender or its registered assigns, in substantially the form of Exhibit B-2 hereto with appropriate insertions, evidencing the aggregate Indebtedness of the Borrower or Borrowers to such FILO Term Lender resulting from any class of FILO Term Loans made by such FILO Term Lender.

"FILO Facility" means the extensions of credit made in respect of FILO Term Loans made hereunder by the FILO Term Lenders.

"FILO Facility Borrowing" means a Borrowing comprised of FILO Term Loans.

"Financed Capital Expenditures" means, with respect to any Person and for any period, Capital Expenditures made by such Person during such period that are financed with the proceeds of Indebtedness (other than Loans) or Net Cash Proceeds of any Disposition of assets, any Casualty Event, any incurrence of Indebtedness (other than the Loans) or any issuance of Equity Interests (other than Disqualified Equity Interests or any other issuance of Equity Interests which increases any available basket hereunder).

"Financial Covenant" has the meaning set forth in Section 7.11.

"Final Financing Order" shall have the meaning set forth in Section 4.02(f).

"Financing Order" shall mean the Interim Financing Order, the Final Financing Order and such other orders relating thereto or authorizing the granting of credit by Lenders to Borrowers on an emergency, interim or permanent basis pursuant to Section 364 of the Bankruptcy Code as may be issued or entered by the Bankruptcy Court in the Chapter 11 Cases.

"First Amendment" means the First Amendment, dated as of April 13, 2023, among the Administrative Borrower, Parent, each other Loan Party, each of the Lenders party thereto, each L/C Issuer and Swing Line Lender party thereto and the Administrative Agent.

"First Amendment Effective Date" means April 13, 2023.

"First Lien Senior Secured Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Consolidated First Lien Net Debt outstanding as of the last day of such Test Period to (b) Consolidated EBITDA of the Administrative Borrower and the Restricted Subsidiaries for such Test Period.

"Flood Laws" means the National Flood Insurance Act of 1968, Flood Disaster Protection Act of 1973, and related laws, rules and regulations, including any amendments or successor provisions.

"Floor" means a rate of interest equal to 0.0%.

"Foreign Holding Company" means any Subsidiary that owns no material assets (directly or through one or more disregarded entities) other than capital stock and/or Indebtedness of one or more "controlled foreign corporations" (within the meaning of Code section 957) and/or Foreign Holding Companies (and/or cash or Cash Equivalents related thereto).

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to or by, or entered into with, any Parent, the Borrower or any Restricted Subsidiary with respect to employees outside the United States and Canada related thereto.

"Foreign Subsidiary" means any direct or indirect Subsidiary of the Administrative Borrower which is not a Domestic Subsidiary or Canadian Subsidiary.

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

"Fronting Fee" has the meaning specified in Section 2.03(k).

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

"GAAP" means generally accepted accounting principles in the United States, as in effect from time to time; provided that (A) if the Administrative Borrower notifies the Administrative Agent that the Administrative 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 Administrative 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, (B) at any time after the Closing Date, the Administrative Borrower may elect, upon notice to the Administrative Agent, to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided herein), including as to the ability of the Administrative Borrower or the Required Lenders to make an election pursuant to clause (A) of this proviso, (C) any election made pursuant to clause (B) of this proviso, once made, shall be irrevocable, (D) any calculation or determination in this Agreement that requires the application of GAAP for periods that include fiscal quarters ended prior to the Administrative Borrower's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP and (E) the Administrative Borrower may only make an election pursuant to clause (B) of this proviso if it also elects to report any subsequent financial reports required to be made by the Administrative Borrower, including pursuant to Sections 6.01(a) and (b), in IFRS. Notwithstanding the foregoing, prior to the period ending December 31, 2021, GAAP will be construed without giving effect to ASC 842 and, on and after December 31, 2021, will be construed to give effect to ASC 842.

"Governmental Authority" means the government of the United States, Canada or any other nation or government, any state, province, country, territory 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 any supra-national bodies such as the European Union or the European Central Bank).

"Granting Lender" has the meaning specified in Section 10.07(h).

"Guarantee Obligations" means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct

or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term "Guarantee Obligations" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"Guarantees" has the meaning specified in the definition of "Collateral and Guarantee Requirement."

"Guarantors" has the meaning specified in the definition of "Collateral and Guarantee Requirement." For avoidance of doubt, the Administrative Borrower in its sole discretion may cause any Restricted Subsidiary that is not a Guarantor to Guarantee the Obligations by causing such Restricted Subsidiary to execute and deliver to the Administrative Agent a Guaranty Supplement (as defined in the Guaranty), and any such Restricted Subsidiary shall thereafter be a Guarantor, Loan Party and Subsidiary Guarantor hereunder for all purposes; provided that if such Restricted Subsidiary is not organized in the United States, (i) the jurisdiction of organization of such Restricted Subsidiary shall be reasonably satisfactory to the Collateral Agent if acting as Collateral Agent or entering into Loan Documents with Subsidiaries in such jurisdiction is prohibited by applicable Law or would expose the Collateral Agent, in its capacity as such, to material additional liabilities and (ii) such Restricted Subsidiary shall have complied with the Collateral and Guarantee Requirement prior to the becoming a Guarantor.

"Guaranty" means, collectively, (a) the Guaranty, dated as of the Closing Date, by and among the Guarantors party thereto and (b) each other guaranty and guaranty supplement delivered pursuant to Section 6.10.

"Hazardous Materials" means all hazardous, toxic, explosive or radioactive substances or wastes, and all other chemicals, pollutants, contaminants, substances or wastes of any nature regulated pursuant to any laws related to the Environment because of their hazardous, toxic, dangerous or deleterious characteristics or properties, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas and toxic mold.

"Hedge Bank" means any Person that is a Lender, an Agent, Lead Arranger or an Affiliate of the foregoing on the Closing Date (with respect to any Secured Hedge Agreement entered into on or prior to the Closing Date), or at the time it enters into a Swap Contract with a Loan Party or any Restricted Subsidiary in its capacity as a party thereto, whether or not such Person subsequently ceases to be an Agent, a Lender, a Lead Arranger or an Affiliate of any of the foregoing; *provided*, at the time of entering into a Secured Hedge Agreement, no Hedge Bank shall be a Defaulting Lender; *provided, further,* that no such

Person (other than Wells Fargo or its Affiliates) shall constitute a Hedge Bank unless and until the Administrative Agent receives a Banking Services Provider Agreement from such Person and with respect to the applicable Secured Hedge Agreement within ten (10) Business Days after the later of the Closing Date or the date of the execution and delivery of such Secured Hedge Agreement with the applicable Loan Party or Restricted Subsidiary (it being understood that one Banking Services Provider Agreement with respect to a specified ISDA Master Agreement may be delivered for all Secured Hedge Agreements thereunder, without the need for separate Banking Services Provider Agreements for each individual Secured Hedge Agreement hereunder).

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under Swap Contracts.

"IFRS" means International Financial Reporting Standards as adopted in the European Union.

"Immaterial Subsidiary" means, at any date of determination, each Restricted Subsidiary that has been designated by the Administrative Borrower in writing to the Administrative Agent as an "Immaterial Subsidiary" for purposes of this Agreement (and not redesignated as a Material Subsidiary as provided below), provided that (a) for purposes of this Agreement, at no time shall (i) the total assets of all Immaterial Subsidiaries at the last day of the most recent Test Period equal or exceed 5.0% of the total assets of the Borrowers and the Restricted Subsidiaries at such date or (ii) the gross revenues for such Test Period of all Immaterial Subsidiaries equal or exceed 5.0% of the consolidated gross revenues of the Borrowers and the Restricted Subsidiaries for such period, in each case determined on a consolidated basis in accordance with GAAP, (b) the Administrative Borrower shall not designate any new Immaterial Subsidiary if such designation would not comply with the provisions set forth in clause (a) above and (c) if the total assets or gross revenues of all Restricted Subsidiaries so designated by the Administrative Borrower as "Immaterial Subsidiaries" (and not redesignated as "Material Subsidiaries") shall at any time exceed the limits set forth in clause (a) above, then all such Restricted Subsidiaries shall be deemed to be Material Subsidiaries unless and until the Administrative Borrower shall redesignate one or more Immaterial Subsidiaries as Material Subsidiaries, in each case in a written notice to the Administrative Agent, and, as a result thereof, the total assets and gross revenues of all Restricted Subsidiaries still designated as "Immaterial Subsidiaries" do not exceed such limits; provided, further, that the Administrative Borrower may designate and re-designate a Restricted Subsidiary as an Immaterial Subsidiary at any time, subject to the terms set forth in this definition.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all letters of credit (including standby and commercial), banker's acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business and (ii) any earn-out

obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and if not paid within thirty (30) days after becoming due and payable);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness;

(g) all obligations of such Person in respect of Disqualified Equity Interests; and

(h) all Guarantee Obligations of such Person in respect of any of the foregoing.

(i) For all purposes hereof, the Indebtedness of any Person shall (A) include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation, company, or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of Consolidated Total Debt, (B) in the case of Parent, the Administrative Borrower and the Restricted Subsidiaries, exclude all Intercompany Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business consistent with past practice, (C) exclude intercompany liabilities that would be eliminated on the consolidated balance sheet of the Administrative Borrower and the Restricted Subsidiaries, (D) exclude contingent obligations incurred in the ordinary course of business unless and until such obligations are non-contingent, (E) exclude any balance that constitutes a trade payable, accrued expense or similar obligation to a trade creditor, in each case incurred in the ordinary course of business and (F) exclude prepaid or deferred revenue arising in the ordinary course of business. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"Indemnified Liabilities" has the meaning specified in Section 10.05.

"Indemnified Taxes" means (a) all Taxes, other than Excluded Taxes, imposed on or in respect of any payment made by or on account of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.05.

"Information" has the meaning specified in Section 10.08.

"Intercompany Indebtedness" means Indebtedness by and among the Administrative Borrower and any Restricted Subsidiary.

"Interest Coverage Ratio" means, as of any date, the ratio of (a) Consolidated EBITDA to (b) Consolidated Interest Expense, in each case for the Test Period as of such date.

"Interest Payment Date" means (a) as to any Loan other than a Base Rate Loan or Canadian Base Rate Loans, the last day of each Interest Period applicable to such Loan and the Maturity Date of the

Facility under which such Loan was made; provided that if any Interest Period for a Term SOFR Loan or Canadian BA Rate Loan, exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan or Canadian Base Rate Loans (including a Swing Line Loan), the first day of each April, July, October and January and the Maturity Date of the Facility under which such Loan was made.

"Interest Period" means, (x) as to each Term SOFR Loan, the period commencing on the date such Loan is disbursed or converted to or continued as a Term SOFR Loan and ending on the date one month thereafter and (y) as to each Canadian BA Rate Loan, the period commencing on the date such Loan is disbursed or converted to or continued as a Canadian BA Rate Loan and ending on the date one months 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;

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

(d) no tenor that has been removed from this definition pursuant to Section 3.02(d) shall be available for specification in any Committed Loan Notice or notice of conversion or notice of continuation.

"Interim Financing Order" means an order of the Bankruptcy Court approving the Loan Documents on an interim basis, in form and substance satisfactory to Administrative Agent in its sole discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof.

"Initial 2024 Delayed Draw FILO Borrowing" has the meaning given to such term in the Third Amendment.

"Initial 2024 Delayed Draw FILO Commitment" means, with respect to each 2024 Delayed Draw FILO Lender, its Initial 2024 Delayed Draw FILO Commitment, and, with respect to all 2024 Delayed Draw FILO Lenders, their Initial 2024 Delayed Draw FILO Commitments, in each case as such Dollar amounts are set forth beside such 2024 Delayed Draw FILO Lender's name under the applicable heading on Schedule 1 to the Third Amendment or in the Assignment and Assumption pursuant to which such 2024 Delayed Draw FILO Lender became a 2024 Delayed Draw FILO Lender under this Agreement, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 10.07. of this Agreement.

"Initial 2024 Delayed Draw FILO Loans" has the meaning specified in Section 2.01(c)(i).

"Inventory" has the meaning given to such term in Article 9 of the UCC or the PPSA, as applicable.

"Inventory Appraisal" means an appraisal with respect of each Loan Party's Inventory that is included in the applicable Borrowing Base conducted by an independent appraiser reasonably satisfactory to the Administrative Agent (not to be unreasonably withheld, conditioned or delayed).

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee Obligation with respect to any obligation of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person (excluding, in the case of the Borrowers and the Restricted Subsidiaries, intercompany loans, advances, or Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business consistent with past practice) or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by Fitch, Inc.

"IP Rights" has the meaning specified in Section 5.14.

"Issuer Document" means, with respect to any Letter of Credit, a letter of credit application, a letter of credit agreement, or any other document, agreement or instrument entered into (or to be entered into) by a Borrower in favor of the applicable L/C Issuer or Canadian Underlying Issuer and relating to such Letter of Credit.

"Judgment Currency" has the meaning specified in Section 10.17.

"Junior Debt" means Indebtedness incurred by a Loan Party that is in excess of the greater of (a) 10% of Closing Date EBITDA and (b) 10% of TTM Consolidated EBITDA as of the applicable date of determination and subordinated in right of payment to the prior payment of all Obligations of such Loan Party under the Loan Documents or (y) in excess of the greater of (a) 10% of Closing Date EBITDA and (b) 10% of TTM Consolidated EBITDA as of the applicable date of determination and junior in priority to the Liens securing the Obligations.

"Junior Debt Documents" means any agreement, indenture or instrument pursuant to which any Junior Debt is issued, in each case as amended to the extent permitted under the Loan Documents.

"JV Entity" means any joint venture of any Borrower or any Restricted Subsidiary that is not a Subsidiary.

"Junior Lien Intercreditor Agreement" means an intercreditor agreement providing for junior Liens on the Collateral, in form and substance reasonably satisfactory to the Administrative Agent and the Administrative Borrower.

"Latest Maturity Date" means, at any date of determination, the latest Maturity Date applicable to any Loan or Commitment hereunder at such time.

"Laws" means, collectively, all international, foreign, federal, state, provincial, territorial, and local laws (including common laws), 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.

"L/C Advance" means, with respect to each Revolving Credit Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit or Canadian Reimbursement Obligation which has not been reimbursed or refinanced as a Revolving Credit Borrowing.

"L/C Credit Extension" means, with respect to any Letter of Credit or Canadian Reimbursement Undertaking, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

"L/C Issuer" means (i) Wells Fargo, (ii) with respect to the Existing Letters of Credit, Bank of America and Wells Fargo and (iii) any other Lender (or any of its Subsidiaries or Affiliates) that becomes an L/C Issuer in accordance with this Agreement for the purpose of issuing or facilitating issuance of the Letters of Credit pursuant to Section 2.03 of this Agreement; in the case of each of clause (i), (ii) or (iii) above, in its capacity as an issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit or Canadian Reimbursement Undertakings hereunder. Each L/C Issuer may, in its discretion, arrange for one or more Letters of Credit or Canadian Reimbursement Undertakings to be issued by Affiliates of such L/C Issuer, in which case the term "L/C Issuer" shall include any such Affiliate or branch with respect to Letters of Credit or Canadian Reimbursement Undertakings issued by such Affiliate or branch. In the event that there is more than one L/C Issuer at any time, references herein and in the other Loan Documents to the L/C Issuer shall be deemed to refer to the L/C Issuer in respect of the applicable Letter of Credit or Canadian Reimbursement Undertaking or to all L/C Issuers, as the context requires.

"L/C Obligation" means, as at any date of determination, the aggregate maximum amount then available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts in respect of Letters of Credit, including all L/C Borrowings.

"LC Disbursement" means a U.S. LC Disbursement or a Canadian LC Disbursement.

"LC Exposure" means the sum of the U.S. LC Exposure and the Dollar Equivalent of Canadian LC Exposure.

"Lead Arrangers" means as of the Closing Date, Wells Fargo Bank, National Association, Bank of America, and Citibank, N.A., in their capacities as Joint Lead Arrangers and Joint Bookrunners under this Agreement.

"Lender" has the meaning specified in the introductory paragraph to this Agreement and, as the context requires, includes an L/C Issuer and the Swing Line Lender, and the Administrative Agent with respect to Protective Advances, in each case, and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a "Lender."

"Lender Group Expenses" means all Obligations constituting fees, expenses and other amounts payable to the Lenders and Agents (and Agent-Related Persons) under Section 10.04, field examination, appraisal, and valuation fees and expenses of the Administrative Agent related to any field

examinations, appraisals, or valuation to the extent of the fees and charges provided in Section 2.09 and amounts payable under Section 10.05.

"Letter of Credit" or "Letters of Credit" means any letter of credit issued hereunder. A Letter of Credit may be a commercial letter of credit or a standby letter of credit.

"Letter of Credit Application" means an application and agreement for the issuance or amendment or extension of a Letter of Credit by the Administrative Borrower to the L/C Issuer, in form and substance reasonably satisfactory to the L/C Issuer and Administrative Agent.

"Letter of Credit Collateralization" means either (a) providing cash collateral (pursuant to documentation reasonably satisfactory to Administrative Agent, including provisions that specify that the Letter of Credit Fees and all commissions, fees, charges and expenses provided for in Section 2.09(c) of this Agreement (including any fronting fees) will continue to accrue while the Letters of Credit are outstanding) to be held by Administrative Agent for the benefit of the Revolving Lenders in an amount equal to one hundred three percent (103%) of the then existing LC Exposure (such cash, "Cash Collateral", this clause (a), "Cash Collateralize"), (b) delivering to Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to Administrative Agent and L/C Issuer, terminating all of such beneficiaries' rights under the Letters of Credit, or (c) providing Agent with a standby letter of credit, in form and substance reasonably satisfactory to Administrative Agent, from a commercial bank acceptable to Administrative Agent (in its sole discretion) in an amount equal to one hundred three percent (103%) of the then existing LC Exposure (it being understood that the Letter of Credit Fee and all fronting fees set forth in this Agreement will continue to accrue while the Letters of Credit are outstanding and that any such fees that accrue must be an amount that can be drawn under any such standby letter of credit).

"Letter of Credit Fee" has the meaning specified in Section 2.09(c)

"Letter of Credit Indemnified Costs" has the meaning specified in Section 2.03(f).

"Letter of Credit Related Person" has the meaning specified in Section 2.03(f).

"Letter of Credit Sublimit" means an amount equal to the lesser of (a) $80,000,000 and (b) the aggregate amount of the Revolving Credit Commitments; provided, that Letters of Credit issued for the account of the Canadian Borrowers prior to the First Amendment Effective Date shall not exceed $25,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

"Lien" means any mortgage, pledge, hypothec, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, assignment (by way of security or otherwise), deemed trust, or preference, priority 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 having substantially the same economic effect as any of the foregoing).

"Line Cap" means, at any time, the lesser of (i) the Revolving Credit Commitments in effect at such time and (ii) the Revolving Credit Borrowing Base at such time.

"Loan" means an extension of credit by a Lender to a Borrower under Article II in the form of a Revolving Credit Loan, a FILO Term Loan, a Swing Line Loan, 2024 Delayed Draw FILO Loan or a Protective Advance.

"Loan Account" means an account maintained by the Administrative Agent on its books in the name of Borrowers on which Borrowers will be charged all Revolving Credit Loans made by the Administrative Agent, Swing Line Lenders, or the Lenders to a Borrower or for a Borrower's account, the Letters of Credit issued or arranged by any L/C Issuer for a Borrower's account, and with all other payment Obligations hereunder or under the other Loan Documents, including, accrued interest, fees and expenses.

"Loan Documents" means, collectively, (i) this Agreement, (ii) the Revolving Credit Notes, (iii) the ABL/Term Loan Intercreditor Agreement, (iv) each Guaranty and (v) the Collateral Documents, in each case as amended in accordance with this Agreement.

"Loan Parties" means, collectively, (a) the Domestic Loan Parties and (b) the Canadian Loan Parties.

"Make Whole 2024 Delayed Draw FILO Amount" means, on any date of repayment or prepayment or required repayment or prepayment of all or any portion of the 2024 Delayed Draw FILO Loans, including upon an acceleration or deemed acceleration of the 2024 Delayed Draw FILO Loans as a result of an Event of Default (including as a result of any Borrower filing for bankruptcy or becoming subject to any other insolvency proceeding), an amount in cash determined as if the 2024 Delayed Draw FILO Loans were being voluntarily prepaid or repaid as of such date equal to the present value, as determined by the Administrative Borrower, of all required interest payments due on the 2024 Delayed Draw FILO Loans that are repaid or prepaid from the date of repayment or prepayment through, but excluding, the Maturity Date.

"Management Stockholders" means (a) any Company Person who is an investor in Parent or Parent Entity, (b) family members of any of the individuals identified in the foregoing clause (a), (c) trusts, partnerships or limited liability companies for the benefit of any of the individuals identified in the foregoing clause (a) or (b), and (d) heirs, executors, estates, successors and legal representatives of the individuals identified in the foregoing clause (a) or (b).

"Margin Stock" has the meaning assigned to such term in Regulation U of the FRB as from time to time in effect.

"Market Rate" means (a) with respect to Canadian Dollars in relation to Dollars, the exchange rate reported by Bloomberg at which Canadian Dollars are offered on such date for Dollars as of the end of the preceding Business Day, (b) with respect to Dollars in relation to Canadian Dollars, the exchange rate reported by Bloomberg at which Dollars are offered on such date for Canadian Dollars as of the end of the preceding Business Day or (c) if such report is unavailable for any reason, the spot rate for the purchase of the first currency with the second currency as in effect during the preceding Business Day in the Agent's principal foreign exchange trading office for the first currency.

"Market Capitalization" means an amount equal to (i) the total number of issued and outstanding shares of common stock or common equity interests of the Administrative Borrower or its direct or indirect parent on the date of the declaration of a Restricted Payment multiplied by (ii) the arithmetic mean of the closing prices per share of such common stock or common equity interests on the principal securities exchange on which such common stock or common equity interests are traded for the thirty (30) consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

"Master Agreement" has the meaning specified in the definition of "Swap Contract."

"Material Adverse Effect" means (a) a material adverse effect on the business, operations, assets, liabilities (actual or contingent) or financial condition of Parent, the Borrowers and the Restricted Subsidiaries, taken as a whole, (b) a material adverse effect on the ability of the Loan Parties (taken as a whole) to perform their respective payment obligations under any Loan Document to which any of the Loan Parties is a party or (c) a material adverse effect on the rights and remedies of the Lenders or the Agents under any Loan Document; provided, that, the Bankruptcy Events, commencement of the Chapter 11 Case or any sale or other liquidation of all or substantially all of Debtors' assets in such Chapter 11 Case in accordance with the terms of the Financing Order and the Ratification Agreement shall not, individually or collectively, constitute a Material Adverse Effect.

"Material Indebtedness" means, as of any date, Indebtedness for borrowed money on such date of any Loan Party in an aggregate principal amount exceeding the Threshold Amount; provided, that in no event shall any of the following be Material Indebtedness (a) Indebtedness under a Loan Document, (b) Capitalized Lease Obligations, (c) Indebtedness held by a Loan Party or any Indebtedness held by an Affiliate of a Loan Party and (d) Indebtedness under Swap Contracts.

"Material Intellectual Property" means any intellectual property that is material to the operation of the business of the Administrative Borrower and the Restricted Subsidiaries, taken as a whole.

"Material Real Property" means (a) any real property owned by a Loan Party on the Closing Date having a fair market value in excess of the greater of (a) 10% of Closing Date EBITDA and (b) 10% of TTM Consolidated EBITDA as of the applicable date of determination and (b) any owned real property acquired by any Loan Party following the Closing Date (or owned by any Person that becomes a Loan Party after the Closing Date) located in the United States with a fair market value in excess of the greater of (a) 10% of Closing Date EBITDA and (b) 10% of TTM Consolidated EBITDA as of the applicable date of determination.

"Material Subsidiary" means, at any date of determination, each Restricted Subsidiary that is not an Immaterial Subsidiary (but including, in any case, any Restricted Subsidiary that has been designated as a Material Subsidiary as provided in, or that has been designated as an Immaterial Subsidiary in a manner that does not comply with, the definition of "Immaterial Subsidiary").

"Maturity Date" shall mean the earliest to occur of (a) 120 days after the Petition Date, (b) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date" thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court, (c) the acceleration of the Loans and the termination of the Commitments in accordance with this Agreement, (d) the consummation of a sale of all or substantially all of the assets of the Loan Parties and (e) dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases into a case under Chapter 7 of the Bankruptcy Code.

"Maximum Credit" means $1,200,000,000, decreased by the amount of reductions in the Commitments made in accordance with this Agreement.

"Minimum Extension Condition" has the meaning specified in Section 2.15(a).

"Minimum Tranche Amount" has the meaning specified in Section 2.15(a).

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

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make

contributions, or during the immediately preceding six (6) years, has made or been obligated to make contributions.

"Net Cash Proceeds" means:

(a) with respect to the Disposition of any asset by Parent, any Borrower or any Restricted Subsidiary or any Casualty Event, an amount equal to the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition or Casualty Event (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by or paid to or for the account of Parent, any Borrower or any Restricted Subsidiary) over (ii) the sum of (A) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness that is secured by the asset subject to such Disposition or Casualty Event or that is owed by a Non-Loan Party which owned the asset subject to such Disposition or Casualty Event and that is required to be repaid (and is timely repaid) in connection with such Disposition or Casualty Event (other than Indebtedness under the Loan Documents and Indebtedness that is secured by Liens ranking junior to or pari passu with the Liens securing Obligations under the Loan Documents), (B) the out-of-pocket fees and expenses (including attorneys' 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) actually incurred by such Parent, such Borrower or such Restricted Subsidiary in connection with such Disposition or Casualty Event, (C) Taxes paid or reasonably estimated to be actually payable in connection therewith (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to any Borrower) (D) without duplication, Permitted Tax Distributions, and (E) any reserve for adjustment in respect of (x) the sale price of such asset or assets or purchase price adjustment established in accordance with GAAP and (y) any liabilities associated with such asset or assets and retained by Parent, any Borrower or any Restricted Subsidiary after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or with respect to any indemnification obligations associated with such transaction, it being understood that "Net Cash Proceeds" shall include (i) any cash or Cash Equivalents received upon the Disposition of any non-cash consideration by Parent, any Borrower or any Restricted Subsidiary in any such Disposition and (ii) upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in clause (E) above or if such liabilities have not been satisfied in cash and such reserve is not reversed within 365 days after such Disposition or Casualty Event, the amount of such reserve; and

(b) (i) with respect to the incurrence or issuance of any Indebtedness by Parent, any Borrower or any Restricted Subsidiary, the excess, if any, of (x) the sum of the cash received in connection with such incurrence or issuance over (y) the investment banking fees, underwriting discounts, commissions, Taxes, costs and other out-of-pocket expenses and other customary expenses incurred by such Parent, any Borrower or such Restricted Subsidiary in connection with such incurrence or issuance and (ii) with respect to any Permitted Equity Issuance by any direct or indirect parent of Parent, the amount of cash from such Permitted Equity Issuance contributed to the capital of such Parent.

"Net Income" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP (determined, for the avoidance of doubt, on an unconsolidated basis) and before any reduction in respect of preferred stock dividends.

"Net Orderly Liquidation Value" means, with respect to Inventory of any Person, the orderly liquidation value thereof, net of all costs of liquidation thereof, as based upon the most recent

Acceptable Appraisal of Inventory conducted in accordance with this Agreement and expressed as a percentage of Cost of such Inventory.

"Non-Consenting Lender" has the meaning specified in Section 3.06(d).

"Non-Extending Lender" means any Lender that elects not to participate in an Extension pursuant to Section 2.15.

"Non-Loan Party" means any Restricted Subsidiary of the Administrative Borrower that is not a Loan Party.

"Obligations" means all (x) advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party or other Subsidiary arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit or Canadian Reimbursement Undertaking, 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 other Subsidiary 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, (y) all Hedging Obligations (other than with respect to any Loan Party's Hedging Obligations that constitute Excluded Swap Obligations) under each Secured Hedge Agreement, and (z) Cash Management Obligations. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents (and of any of their Subsidiaries to the extent they have obligations under the Loan Documents) include (a) the obligation (including guarantee obligations) to pay principal, interest, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts, in each case, payable by any Loan Party or any other Subsidiary under any Loan Document and (b) the obligation of any Loan Party or any other Subsidiary to reimburse any amount in respect of any of the foregoing that any Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party or such Subsidiary. Notwithstanding the foregoing, (i) unless otherwise agreed to by the Administrative Borrower and any Hedge Bank or Cash Management Bank, the obligations of Parent, the Borrowers or any Subsidiary under any Secured Hedge Agreement and any Cash Management Obligations shall be secured and guaranteed pursuant to the Collateral Documents and the Guarantees only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (ii) any release of Collateral or Guarantors effected in the manner permitted by this Agreement and any other Loan Document shall not require the consent of any counterparty to any Secured Hedge Agreement or of the holders of Cash Management Obligations other than in their capacity as a Lender or an Agent.

"Order" shall mean an order issued or entered by the Bankruptcy Court.

"Organization Documents" means (a) with respect to any corporation or company, the certificate or articles of incorporation, the notice of articles, the memorandum and articles of association, any certificates of change of name and/or the bylaws; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; (c) in the case of any unlimited liability company, its memorandum of association and articles of association (or similar documents); and (d) 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, declaration, 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 all present or future stamp, court or documentary Taxes and any other property, intangible, mortgage recording or similar Taxes which arise from any payment made under any Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document, excluding, in each case, any such Tax resulting from an Assignment and Assumption or transfer or assignment to or designation of a new Applicable Lending Office or other office for receiving payments under any Loan Document (an "Assignment Tax") but only if (a) such Assignment Tax is imposed as a result of a present or former connection of the assignor or assignee with the jurisdiction imposing such Assignment Tax (other than any connection arising solely from any Loan Documents or any transactions contemplated thereby) and (b) such Assignment Tax does not arise as a result of an assignment (or designation of a new Applicable Lending Office) pursuant to a request by the Administrative Borrower under Section 3.06.

"Outstanding Amount" means (a) with respect to the Revolving Credit Loans and Swing Line Loans on any date, the Dollar Equivalent of outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Revolving Credit Loans (including any refinancing of outstanding Unreimbursed Amounts under Letters of Credit or L/C Credit Extensions as a Revolving Credit Borrowing) and Swing Line Loans, as the case may be, occurring on such date, (b) with respect to any L/C Obligations on any date, the outstanding amount thereof on such date after giving effect to any related L/C Credit Extension occurring on such date and any other changes thereto as of such date, including as a result of any reimbursements of outstanding Unreimbursed Amounts under related Letters of Credit (including any refinancing of outstanding Unreimbursed Amounts under related Letters of Credit or related L/C Credit Extensions as a Revolving Credit Borrowing) or any reductions in the maximum amount available for drawing under related Letters of Credit taking effect on such date, (c) with respect to the FILO Term Loan on any date, the amount of the aggregate outstanding principal amount thereof after giving effect to any prepayments or repayments of the FILO Term Loan occurring on such date and (d) with respect to the 2024 Delayed Draw FILO Loans on any date, the amount of the aggregate outstanding principal amount thereof after giving effect to any prepayments or repayments of the 2024 Delayed Draw FILO Loans occurring on such date.

"Overadvance" means an Revolving Credit Borrowing to the extent that, immediately after its having been made, Excess Availability is less than zero.

"Parent" has the meaning specified in the introductory paragraph to this Agreement.

"Participant" has the meaning specified in Section 10.07(e).

"Participant Register" has the meaning specified in Section 10.07(e).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Event" means solely with respect to Canadian Pension Plans (a) the whole or partial withdrawal of a Canadian Loan Party or any of its Subsidiaries from a Canadian Pension Plan during a plan year; or (b) the filing of a notice of proposal to terminate in whole or in part a Canadian Pension Plan or the treatment of a Canadian Pension Plan amendment as a termination or partial termination; or (c) the issuance of a notice of proposal by any Governmental Authority to terminate in whole or in part or have an administrator or like body appointed to administer a Canadian Pension Plan; or (d) any other event or

condition which might constitute grounds for the termination of, winding up or partial termination or winding up or the appointment of a trustee to administer, any Canadian Pension Plan, to the extent any relevant Government Authority has so notified a Canadian Loan Party, unless such grounds are being duly contested by a Canadian Loan Party in good faith.

"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 or any ERISA Affiliate or to which any Loan Party or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding six (6) years.

"Permitted Discretion" means reasonable (from the perspective of a secured asset-based lender) credit judgment exercised in good faith in accordance with customary business practices of the Administrative Agent for comparable asset-based lending transactions; provided, that except as identified in writing by the Administrative Agent to the Administrative Borrower prior to the Closing Date, circumstances, conditions, events or contingencies existing or arising prior to the Closing Date and, in each case, disclosed in writing in any field examination or appraisal delivered to the Administrative Agent or otherwise actually known to the Administrative Agent, in either case, prior to the Closing Date, shall not be the basis for any establishment of any reserves after the Closing Date, unless such circumstances, conditions, events or contingencies shall have changed since the Closing Date.

"Permitted Equity Issuance" means any

(a) any public or private sale or issuance of any Qualified Equity Interests other than a sale or issuance the proceeds of which are designated as Excluded Contribution Amounts;

(b) contribution to the equity capital of the Administrative Borrower (other than any such contribution made in exchange for Disqualified Equity Interests); or

(c) sale or issuance of Indebtedness of Parent, the Borrowers or any Parent Entity (to the extent the proceeds of such sale or issuance are contributed by Parent or such Parent Entity to the Borrowers) (other than Intercompany Indebtedness) that has been converted into or exchanged for Qualified Equity Interests of Parent, the Borrowers or such Parent Entity;

provided that the amount of any Permitted Equity Issuance will be the amount of cash and Cash Equivalents received by the Administrative Borrower from any Person other than a Restricted Subsidiary in connection with such sale, issuance or contribution and the fair market value of any other property received by the Administrative Borrower from any other Person other than a Restricted Subsidiary in connection with such sale, issuance or contribution (measured at the time made), without adjustment for subsequent changes in the value.

"Permitted Holders" means any:

(a) Goldman Sachs & Co. LLC, DDJ Capital Management, LLC, GoldenTree Asset Management LP, GSMP VI Onshore US Holdings, Ltd., GSMP VI Offshore US Holdings, Ltd., Broad Street Credit Holdings LLC and any of their respective Affiliates and accounts, funds or partnerships managed, advised or sub-advised by any of them or any of their respective Affiliates, but not including, however, any portfolio company of any of the foregoing;

(b) the Management Stockholders;

(c) any group (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of which the Persons described in clauses (a) or (b) above are members; provided that, without giving effect to the existence of such group or any other group, the Persons described in clauses (a) and (b) above, collectively, beneficially own (as defined in Rules 13(d) and 14(d) of the Exchange Act) Equity Interests representing at least a majority of the aggregate ordinary voting power represented by the issued and outstanding Equity Interest of Parent (or any Successor Holdings, if applicable) then held by such group; and

(d) any Parent Entity, for so long as a majority of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of such Parent Entity is beneficially owned (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, by one or more Permitted Holders described in clauses (a), (b) and/or (c) of the definition thereof.

"Permitted Liens" means any Liens permitted by Section 7.01.

"Permitted Refinancing" means, with respect to any Person, any modification, amendment, refinancing, refunding, renewal, extension, replacement, exchange or extension ("Refinanced" and "Refinancing") of any Indebtedness of such Person; provided, that

(a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced except by an amount equal to unpaid accrued interest and premium thereon, plus amounts that would otherwise be not prohibited under Section 7.03 (with such amounts being deemed utilization of the applicable basket or exception under Section 7.03), plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such Refinancing and by an amount equal to any existing commitments unutilized thereunder, and as otherwise not prohibited under Section 7.03,

(b) other than with respect to a Permitted Refinancing in respect of Indebtedness not prohibited pursuant to Section 7.03(f), such Indebtedness so Refinanced has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being Refinanced; provided that the foregoing requirements of this clause (b) shall not apply to any Qualifying Bridge Facility;

(c) to the extent such Indebtedness being so Refinanced is secured by a Lien on the Collateral, the Lien securing such Indebtedness as Refinanced shall not be senior in priority to the Lien on the Collateral securing the Indebtedness Refinanced; and

(d) (i) to the extent such Indebtedness being so Refinanced is subordinated in right of payment to the Obligations, such Indebtedness being so Refinanced is subordinated in right of payment to the Obligations on terms, taken as a whole, at least as favorable in all material respects to the Lenders as those contained in the documentation governing the Indebtedness being Refinanced or as may be otherwise acceptable to the Administrative Agent (ii) the terms and conditions (including, if applicable, as to collateral but excluding as to subordination, interest rate, redemption premium and prepayment premiums) of any such Refinanced Indebtedness, are, as determined by the Administrative Borrower, to be either (x) substantially identical to or less favorable to the investors or lenders providing such Permitted Refinancing, taken as a whole, than the terms and conditions of the Indebtedness being Refinanced or (y) when taken as a whole, not materially more restrictive to the Loan Parties than those applicable to the terms applicable to the Revolving Credit Loans (taken as a whole) (except for (a) covenants applicable only to periods after the Maturity Date of the Revolving Credit Commitments existing at the time of incurrence or issuance of such Indebtedness and (b) any financial maintenance covenant to the extent such covenant is also added for the benefit of the Lenders holding the Revolving Credit Commitments, without further Lender approval or

voting requirement) and (iii) such Indebtedness being Refinanced is incurred by a Person who is the obligor of the Indebtedness being so Refinanced or otherwise by a Restricted Subsidiary of the Borrowers or a Loan Party.

"Permitted Tax Distribution" means so long as any Borrower is a member (but not the parent) of a consolidated, combined, unitary or similar group or a disregarded entity of a corporation, in each case, for federal, state or local income tax purposes, payments and distributions, directly or indirectly, by any Subsidiary (including Unrestricted Subsidiaries) of Parent to Parent, and payments and distributions, directly or indirectly, by Parent to its direct or indirect parent that is the parent of such group if Parent is not the parent of such group, to permit Parent (or its direct or indirect parent if Parent is not the parent of such group), as the case may be, to pay consolidated, combined or similar income or franchise taxes, provided that such amounts for any taxable year shall not exceed the tax liability that would have been payable by any Borrower and its applicable Subsidiaries on a stand-alone basis for such year if any Borrower were the parent of a consolidated, combined, unitary or similar group including such Subsidiaries and had filed such return on a stand-alone basis; provided that any such payment attributable to an Unrestricted Subsidiary shall be limited to the amount of any cash paid by such Unrestricted Subsidiary for such purpose to Parent, any Borrower or any Restricted Subsidiary.

"Permitted Tax Restructuring" means any reorganizations and other activities related to tax planning and tax reorganization (as determined by the Administrative Borrower in good faith) entered into on or after the Closing Date so long as such Permitted Tax Restructuring does not materially impair the Guarantees or the security interests of the Lenders in the aggregate and is otherwise not materially adverse to the Lenders and after giving effect to such Permitted Tax Restructuring, Parent, Borrowers and the Restricted Subsidiaries otherwise comply with Section 6.10.

"Permitted Transferee" means, with respect to any Person that is a natural person (and any Permitted Transferee of such Person), (x) such Person's immediate family, including his or her spouse, ex-spouse, children, stepchildren and their respective lineal descendants and (y) any trust or other legal entity (including, through the conversion of any limited liability company into a series limited liability company) the indirect or direct beneficiary of which is such Person's immediate family, including his or her spouse, ex-spouse, children, stepchildren or their respective lineal descendants and which is controlled by such Person.

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

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA), other than a Foreign Plan, established or maintained by any Loan Party 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 specified in Section 6.02.

"PPSA" means the Personal Property Security Act (Ontario) and the regulations thereunder, as from time to time in effect; provided, that if attachment, perfection or priority of the Collateral Agent's Liens in any Collateral are governed by the personal property security laws of any Canadian jurisdiction other than Ontario, PPSA means those personal property security laws in such other jurisdiction (including, in the case of Quebec, the Civil Code of Quebec and the regulations thereunder) for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Primary Obligor" has the meaning assigned to such term in the definition of the term "Guarantee Obligations."

"Prime Rate" means the rate of interest announced, from time to time, within Wells Fargo at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo may designate.

"Priority Payable Reserve" means, without duplication, reserves (determined from time to time by Administrative Agent in its Permitted Discretion) representing: (a) the amount past due and owing by any Loan Party, or the accrued amount for which such Loan Party has an obligation to remit, to a Governmental Authority or other Person pursuant to any applicable law, rule or regulation, in respect of (i) goods and services taxes, sales taxes, employee income taxes, municipal taxes and other taxes payable or to be remitted or withheld; (ii) workers' compensation or employment insurance; (iii) vacation or holiday pay; (iv) Canadian Pension Plan (including a Canadian MEPP) or other statutory pension plan contributions; and (v) other like charges and demands to the extent that any Governmental Authority or other Person may claim a lien, security interest, hypothec, trust or other claim ranking or capable of ranking in priority to or pari passu with one or more of the Liens granted in the Loan Documents; and (b) the aggregate amount of any other liabilities of any Canadian Loan Party (i) in respect of which a Lien, trust or deemed trust has been or may be imposed on any Collateral to provide for payment, or (ii) in respect of unpaid or unremitted pension plan contributions, normal cost contributions, special payments or other payments under Canadian Pension Plans, and (iii) representing any unfunded liability, solvency deficiency or wind-up deficiency with respect to a Canadian Pension Plan that is a Canadian Defined Benefit Pension Plan, or (iv) which are secured by a lien, security interest, pledge, charge, right or claim on any Collateral; in all cases, pursuant to any applicable law, rule or regulation only to the extent such Lien, trust, deemed trust, charge, right or claim ranks or, in the Permitted Discretion of Agent, is capable of ranking in priority to or pari passu with one or more of the Liens granted in the Loan Documents (such as claims by employees for unpaid wages and other amounts payable under the Wage Earner Protection Program Act (Canada)).

"Professional Fees" shall have the meaning assigned to such term in the Financing Order.

"Pro Forma Basis" and "Pro Forma Effect" mean, with respect to compliance with any test or covenant or calculation hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Specified Transactions) in accordance with Section 1.11.

"Protective Advances" means an overadvance made or deemed to exist by the Administrative Agent, in its discretion, which:

(a) is made to maintain, protect or preserve the Collateral; or

(b) is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation; or

(c) is made to pay any other amount chargeable to any Loan Party hereunder;

provided, that any Protective Advance, together with all other Protective Advances and Discretionary Overadvances then outstanding, shall not (i) exceed the Borrowing Base (calculated without giving effect to the FILO Pushdown Reserve or the 2024 Delayed Draw FILO Pushdown Reserve) at any time or (ii) unless a liquidation is taking place, remain outstanding for more than thirty (30) consecutive Business Days, unless in each case, the Required Lenders otherwise agree.

"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 Company Costs" means costs relating to, or in anticipation of or preparation for, compliance with the Sarbanes-Oxley Act of 2002 (or similar regulations in other jurisdictions), as amended, and other expenses arising out of or incidental to Parent's status (or any Parent Entity's status that only owns, directly or indirectly, Parent and its Subsidiaries) as a reporting company, including costs, fees and expenses (including legal, accounting and other professional fees) relating to compliance with provisions of the Securities Act and the Exchange Act (or similar regulations in other jurisdictions), the rules of securities exchange companies with listed equity securities, directors' compensation, fees and expense reimbursement, shareholder meetings and reports to shareholders, investor relations, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"Public Lender" has the meaning specified in Section 6.02.

"QFC Credit Support" has the meaning specified in Section 10.27.

"Qualified Equity Interests" means any Equity Interests of Parent (or of the Administrative Borrower or any direct or indirect parent of Parent), in each case, that are not Disqualified Equity Interests.

"Qualifying Bridge Facility" means customary bridge loans, escrow or similar arrangements so long as any loans, notes, securities or other Indebtedness which such bridge loans or arrangements will, by their terms, be converted into have a maturity date later than the Latest Maturity Date then in effect.

"Qualifying IPO" means any transaction or series of transactions that results in any of the common Equity Interests of the Administrative Borrower or any direct or indirect parent company of the Administrative Borrower being publicly traded on any United States national securities exchange or over-the-counter market or any analogous exchange or any recognized securities exchange in Canada, the United Kingdom or any country of the European Union.

"Quarterly Average Availability" means, at any time, the daily average of Excess Availability for the immediately preceding calendar quarter, commencing on the first day of such calendar quarter.

"Ratification Agreement" means, that certain Ratification dated as of October __, 2024, is by and among Administrative Agent, the parties to this Agreement as lenders, the Administrative Borrower and the other Loan Parties party thereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, as the same exists and as may be hereafter amended, modified, supplemented, extended or renewed.

"Ratification Effective Date" has the meaning set forth in the Ratification Agreement.

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

"Register" has the meaning specified in Section 10.07(d).

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

"Relevant Governmental Body" means (a) with respect to a Benchmark Replacement in respect of Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, Dollars, the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto and (b) with respect to a Benchmark Replacement in respect of Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, any Alternative Currency, (i) the central bank for the Currency in which such Obligations, interest, fees, commissions or other amounts are denominated, or calculated with respect to, or any central bank or other supervisor which is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement or (ii) any working group or committee officially endorsed or convened by (A) the central bank for the Currency in which such Obligations, interest, fees, commissions or other amounts are denominated, or calculated with respect to, (B) any central bank or other supervisor that is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement, (C) a group of those central banks or other supervisors or (D) the Financial Stability Board or any part thereof.

"Rent Reserve" means an amount approximately equal to the aggregate monthly rent payable by the Borrowers on all leased properties in respect of which landlord's or warehouseman's waivers, in form and substance reasonably acceptable to the Administrative Agent, or Collateral Access Agreements, are not in effect or such greater amount as the Administrative Agent may, in its Permitted Discretion, reasonably determine to be appropriate.

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

"Request for Credit Extension" means (a) with respect to a Borrowing, conversion or continuation of Revolving Credit Loans, FILO Term Loans or 2024 Delayed Draw FILO Loans, a Committed Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"Required 2024 Delayed Draw FILO Lenders" means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total 2024 Delayed Draw FILO Outstandings and (b) aggregate 2024 Delayed Draw FILO Commitments; provided that the unused 2024 Delayed Draw FILO Commitment of, and the portion of the Total 2024 Delayed Draw FILO Outstandings held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required 2024 Delayed Draw FILO Lenders.

"Required Lenders" means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Outstandings (consisting of Total Revolving Credit Outstandings, Total FILO Outstandings and Total 2024 Delayed Draw FILO Outstandings) (with the aggregate outstanding amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition), (b) aggregate unused Revolving Credit Commitments, (c) aggregate unused FILO Commitments and (d) aggregate 2024 Delayed Draw FILO Commitments; provided that the unused Revolving Credit 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 that, for the avoidance of doubt, prior to the payment in full of all Obligations owing to the Agent and the Lenders (other than the 2024 Delayed Draw FILO Lenders), any determination of "Required Lenders" shall not include the 2024 Delayed Draw FILO Lenders; provided, further, that after payment in full of all Obligations owing to the Agent and the Lenders (other

than the 2024 Delayed Draw FILO Lenders), "Required Lenders" shall mean the Required 2024 Delayed Draw FILO Lenders.

"Requirement of Law" means, as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Reserves" shall mean as of any date of determination, such amounts (including, without limitation, Priority Payable Reserves, Secured Hedge Obligations (not to exceed $6,000,000 with respect to Secured Hedge Agreement with Citi), Cash Management Obligations and the amount of (i) Carve-Out (as defined in the Financing Order) to extent in excess of the amount escrowed for the Carve-Out per the Financing Order, (ii) the amount of any senior liens or claims in or against the Collateral that, in Administrative Agent's determination, have priority over the liens or claims of Administrative Agent or any other Credit Party or (iii) the amount of priority or administrative expense claims that, in the Administrative Agent's determination, may be required to be paid by debtors or their estates at any time during the Chapter 11 Cases) as the Administrative Agent may from time to time establish and revise in its Permitted Discretion and subject to Section 2.20. To the extent that an event, condition or matter as to any Eligible Accounts, Eligible Non-Tire Inventory, or Eligible Tire Inventory is addressed pursuant to the treatment thereof within the applicable definition of such terms, the Administrative Agent shall not also establish a Reserve to address the same event, condition or matter.

"Rescindable Amount" has the meaning as defined in Section 2.12(c).

"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, treasurer, assistant treasurer, or other similar officer or director of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party and, solely for purposes of notices given pursuant to Article II, any other officer of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other 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" means, when referring to cash or Cash Equivalents of the Borrowers or any of the Restricted Subsidiaries, that such cash or Cash Equivalents appear (or would be required to appear) as "restricted" on a consolidated balance sheet of any such Borrower or such Restricted Subsidiary (unless such appearance is related to a restriction in favor of the Administrative Agent or the Term Loan Administrative Agent).

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest in Parent, any Borrower or any Restricted 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 holders of Equity Interests of Parent.

"Restricted Subsidiary" means any Subsidiary of Administrative Borrower other than an Unrestricted Subsidiary.

"Revolving Credit Borrowing" means a borrowing of a Revolving Credit Loan pursuant to Section 2.01(a).

"Revolving Credit Borrowing Base" shall mean, with respect to the Domestic Loan Parties at any time, an amount equal to the sum of the following:

(a) eighty-five percent (85%) of the Value of Eligible Accounts of the Domestic Loan Parties, *plus*

(b) the lesser of (i) seventy-five percent (75%) of the Value of Eligible Tire Inventory of the Domestic Loan Parties and (ii) eighty-five percent (85%) of Net Orderly Liquidation Value of Eligible Tire Inventory of the Domestic Loan Parties, *plus*

(c) the lesser of (i) fifty-five percent (55%) of the Value of Eligible Non-Tire Inventory of the Domestic Loan Parties and (ii) eighty-five percent (85%) of the Net Orderly Liquidation Value of Eligible Non-Tire Inventory of the Domestic Loan Parties, *plus*

(d) one-hundred percent (100%) of the face amount of all Eligible Letters of Credit, *plus*

(e) one-hundred percent (100%) of Eligible Borrowing Base Cash, *minus*

(f) the sum of (x) the FILO Pushdown Reserve, (y) the 2024 Delayed Draw FILO Pushdown Reserve and (z) all applicable Reserves which the Administrative Agent deems necessary in the exercise of its Permitted Discretion (and subject to Section 2.20) to maintain with respect to the Loan Parties.

The Revolving Credit Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 6.21, as adjusted to give effect to Reserves determined in the Permitted Discretion of the Administrative Agent following such delivery; provided, that such Reserves shall not be established or changed except upon prior written notice to the Administrative Borrower to the extent required under Section 2.20. Notwithstanding anything herein to the contrary, Reserves shall not duplicate eligibility criteria contained in the definition of Eligible Account, Eligible Inventory or any other Reserve then established.

"Revolving Credit Commitment" means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to the Borrowers pursuant to Section 2.01(a), (b) purchase participations in L/C Obligations in respect of Letters of Credit and Canadian Reimbursement Undertakings and (c) purchase participations in Swing Line Loans, in the currency and in an aggregate principal amount at any one time outstanding not to exceed the amounts set forth opposite such Lender's name on Schedule 2.01 under the caption "Revolving Credit Commitment" or in the Assignment and Assumption, Incremental Amendment or Extension Agreement 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 Revolving Credit Commitments of all Revolving Credit Lenders shall be $1,100 million on the Closing Date, as such amount may be adjusted from time to time in accordance with the terms of this Agreement.

"Revolving Credit Exposure" means, as to each Lender, the sum of the Outstanding Amount of such Lender's Revolving Credit Loans, its Applicable Percentage of the L/C Obligations and its Applicable Percentage of the Swing Line Obligations at such time.

"Revolving Credit Facility" means the Revolving Credit Commitments and the extensions of credit made thereunder.

"Revolving Credit Lender" means, at any time, any Lender that has a Revolving Credit Commitment or that holds Revolving Credit Loans at such time.

"Revolving Credit Loan" has the meaning specified in Section 2.01(a).

"Revolving Credit Note" means, if requested, a promissory note of any Borrower or Borrowers payable to any Revolving Credit Lender or its registered assigns, in substantially the form of Exhibit B-1 hereto with appropriate insertions, evidencing the aggregate Indebtedness of the Borrower or Borrowers to such Revolving Credit Lender resulting from any class of Revolving Credit Loans made by such Revolving Credit Lender.

"Revolving Credit Termination Date" means the earliest of (a) the Maturity Date or (b) the occurrence of the Termination Conditions.

"RFR Business Day" means, for any Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to Dollars, any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of the applicable notice requirements in Article II, such day is also a Business Day.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc., and any successor thereto.

"Sale Leaseback" means any transaction or series of related transactions pursuant to which Parent, any Borrower or any of the Restricted Subsidiaries (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country sanctions program administered and enforced by OFAC or any other Governmental Authority with jurisdiction over any Lender or any Loan Party or any of their respective Subsidiaries or Affiliates.

"Sanctioned Person" means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority, (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) Her Majesty's Treasury of the United Kingdom, (e) the Government of Canada, or (f) any other Governmental Authority with jurisdiction over any Lender or any Loan Party or any of their respective Subsidiaries or Affiliates.

"SEC" means the Securities and Exchange Commission or any Governmental Authority succeeding to any of its principal functions.

"Second Amendment" means the Second Amendment, dated as of the Second Amendment Effective Date, among the Administrative Borrower, each other Loan Party, each of the Supermajority Revolving Credit Lenders party thereto, the Supermajority FILO Lenders party thereto and the Administrative Agent.

"Second Amendment Effective Date" means July 16, 2024.

"Secured Cash Management Agreement" means any agreement relating to Cash Management Services that is entered into by and between any Borrower or any Restricted Subsidiary and a Cash Management Bank and designated in writing by the Cash Management Bank and such Loan Party to the Administrative Agent as a "Secured Cash Management Agreement."

"Secured Hedge Agreement" means any Swap Contract that is entered into by and between any Loan Party or any Restricted Subsidiary and any Hedge Bank and designated in writing by the Hedge Bank and such Loan Party to the Administrative Agent as a "Secured Hedge Agreement."

"Secured Hedge Obligations" means obligations under any Secured Hedge Agreement up to the maximum amount (in the case of any Hedge Bank other than Wells Fargo and its Affiliates so long as Wells Fargo is the Administrative Agent) reasonably specified by such Hedge Bank and any Loan Party or any Restricted Subsidiary in writing to the Agent, which amount may be established or increased (by further written notice to the Administrative Agent from time to time).

"Secured Parties" means, collectively, the Administrative Agent, the Collateral Agent, the Lead Arrangers, the Lenders, the Cash Management Bank, the Hedge Banks, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.01(c) or Section 9.02.

"Securities Account" means any securities account maintained by the Loan Parties, including any "security accounts" under Article 9 of the UCC or "securities account" under the STA, as applicable. All funds in such Securities Accounts (other than Excluded Accounts) shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agent and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in the Securities Accounts, subject to this Agreement, the Security Agreement and the Intercreditor Agreement.

"Securities Account Control Agreement" means an effective securities account control agreement with an Approved Securities Intermediary, in each case in the form set forth as an exhibit to the Security Agreement or otherwise in form and substance reasonably satisfactory to the Administrative Agent.

"Securities Act" means the Securities Act of 1933.

"Security Agreement" or "Security Agreements" means, individually or collectively, as the context dictates, the Domestic Security Agreement and the Domestic Security Supplement and the Canadian Security Agreement and the Canadian Security Agreement Supplement.

"Security Agreement Supplement" or "Security Agreement Supplements" means, individually or collectively, as context dictates, the Domestic Security Agreement Supplement and the Canadian Security Agreement Supplement.

"Senior Secured Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Consolidated Secured Net Debt outstanding as of the last day of such Test Period to (b) Consolidated EBITDA of the Administrative Borrower and the Restricted Subsidiaries for such Test Period.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Sold Entity or Business" has the meaning specified in the definition of the term "Consolidated EBITDA."

"Solvency Certificate" means a certificate substantially in the form attached hereto as Exhibit M.

"Solvent" and "Solvency" mean, with respect to Administrative Borrower and its Restricted Subsidiaries on any date of determination, that on such date (i) the fair value of the property of such Borrower and its Restricted Subsidiaries is greater than the total amount of debts and liabilities, contingent, subordinated or otherwise, of such Borrower and its Restricted Subsidiaries, (ii) the present fair salable value of the assets of such Borrower and its Restricted Subsidiaries is not less than the amount that will be required to pay the liability of such Borrower and its Restricted Subsidiaries on its debts as they become absolute and matured, (iii) such Borrower and its Restricted Subsidiaries will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as they become absolute and matured and (iv) such Borrower and its Restricted Subsidiaries is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Borrower and its Restricted Subsidiaries property would constitute an unreasonably small capital; provided that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"SPC" has the meaning specified in Section 10.07(h).

"Specified 25% Adjustments" means the adjustments set forth in clauses (vi)(A), (vi)(B)(i), (xix), (xx) and (xxii) of the definition of "Consolidated EBITDA".

"Specified Communications" has the meaning set forth in Section 10.02(g).

"Specified Event of Default" means an Event of Default pursuant to Sections 8.01(a), 8.01(f) or 8.01(g) (in the case of Section 8.01(f) or 8.01(g), with respect to Parent or a Borrower).

"Specified Representations" means the representations and warranties of the Borrowers set forth in Sections 5.01(a) (solely as it relates to any Borrower), 5.01(b)(ii), 5.02(a) (related to the entering into and performance of the Loan Documents and the incurrence of the extensions of credit thereunder), 5.02(b)(i) (related to the entering into and performance of the Loan Documents and the incurrence of the extensions of credit thereunder), 5.04, 5.12, 5.15, 5.16 (subject to the proviso to Section 4.01(a)(iii)) and 5.18 (limited to the use of proceeds of the Loans on the Closing Date).

"Specified Existing Revolving Credit Commitment Class" has the meaning specified in Section 2.15(f).

"Specified Transaction" means any of the following identified by the Administrative Borrower: (a) any transaction or series of related transactions, including Investments, that results in a Person becoming a Restricted Subsidiary, (b) any designation of a Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary, (c) [reserved], (d) any transaction or series of related transactions, including Dispositions, that results in a Restricted Subsidiary ceasing to be a Subsidiary of a Borrower, (e) any acquisition or disposition of assets constituting a brand, business unit, line of business or division of another Person or a facility, (f) any restructuring of the business of the Administrative Borrower, whether by merger, consolidation or amalgamation, (g) any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (h) any Restricted Payment and (i) transactions given pro forma effect in any quality of earnings report prepared by a nationally recognized accounting firm and furnished to the Administrative Agent in connection with the Transactions or a permitted Investment or other Investment consummated after the Closing Date.

"Specified Transaction Adjustments" has the meaning specified in Section 1.11(c).

"STA" means the Securities Transfer Act (Ontario) provided, however, if the rules governing the transfer, holding or control of securities or other financial assets or interests therein which are Secured Property are governed by the laws of any jurisdiction other than the Province of Ontario, STA shall include such laws for the purpose of the provisions hereof relating to the transfer, holding and control of such Secured Property or interests therein and for the definitions related to such provisions.

"Subordinated Debt" means Material Indebtedness that is contractually subordinated in right of payment to the Obligations expressly by its terms.

"Subordinated Vendor Lien" means a Lien created in favor of a vendor of tires to a Borrower that encumbers exclusively all or any of such vendor's branded tire inventory that has been subordinated to the Lien of the Administrative Agent on the Collateral (a) in the case of the existing subordinated vendors, to the extent and in the manner provided in the Existing Subordination Agreements, (b) in the case of each other vendor, to the extent and in the manner provided in the Vendor Lien Subordination Agreement executed by such vendor, subject to the satisfaction of each of the Subordinated Vendor Inventory Eligibility Conditions.

"Subordinated Vendor Inventory Eligibility Conditions" means each of the following conditions precedent, the satisfaction of each of which, as reasonably determined by the Administrative Agent, shall be a condition to the inclusion in a Borrowing Base of any Eligible Subordinated Vendor Inventory:

(a) the relevant Domestic Loan Parties shall have given the Administrative Agent at least ten (10) Business Days prior written notice of their intent to include Inventory subject to a Vendor Lien in a Borrowing Base;

(b) the relevant Domestic Loan Parties shall have given the Administrative Agent copies of the security agreement and all related documentation delivered by or on behalf of the applicable vendor and the applicable Borrower at least ten (10) Business Days prior to the proposed date of inclusion of such Inventory in a Borrowing Base; and

(c) the relevant Domestic Loan Parties and the applicable vendor shall have executed and delivered to the Administrative Agent a duly executed and completed Vendor Lien Subordination Agreement (in form substantially similar to the Existing Subordination Agreements or such other form as is reasonably acceptable to the Administrative Agent) at least ten (10) Business Days prior to the proposed date of inclusion of such Inventory in a Borrowing Base. Eligible Subordinated Vendor Inventory shall be included in a Borrowing Base immediately on the fifth Business Day after the Administrative Agent's determination that each of the foregoing conditions has been satisfied.

"Subsequent 2024 Delayed Draw FILO Borrowing" has the meaning given to such term in the Third Amendment.

"Subsequent 2024 Delayed Draw FILO Commitment" means, with respect to each 2024 Delayed Draw FILO Lender, its Subsequent 2024 Delayed Draw FILO Commitment, and, with respect to all 2024 Delayed Draw FILO Lenders, their Subsequent 2024 Delayed Draw FILO Commitments, in each case as such Dollar amounts are set forth beside such 2024 Delayed Draw FILO Lender's name under the applicable heading on Schedule 1 to the Third Amendment or in the Assignment and Assumption pursuant to which such 2024 Delayed Draw FILO Lender became a 2024 Delayed Draw FILO Lender under this Agreement, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 10.07 of this Agreement. As of the Ratification Effective Date, the Subsequent 2024 Delayed Draw FILO Commitment is $0.

"Subsequent 2024 Delayed Draw FILO Loans" has the meaning specified in Section 2.01(c)(ii).

"Subsidiary" of a Person means a corporation, company, partnership, joint venture, limited liability company or other business entity of which 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, or 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" shall refer to a Subsidiary or Subsidiaries of Administrative Borrower.

"Subsidiary Guarantor" means, collectively, the Restricted Subsidiaries of the Administrative Borrower that are Guarantors.

"Successor Borrower" has the meaning specified in Section 7.04(d).

"Successor Holdings" has the meaning specified in Section 7.04(g).

"Supermajority 2024 Delayed Draw FILO Lenders" means, as of any date of determination, Lenders having more than 66.7% of the sum of the (a) Total 2024 Delayed Draw FILO Outstandings and (b) aggregate 2024 Delayed Draw FILO Commitments; provided that the unused 2024 Delayed Draw FILO Commitment of, and the portion of the Total 2024 Delayed Draw FILO Outstandings held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority 2024 Delayed Draw FILO Lenders.

"Supermajority FILO Lenders" means, as of any date of determination, Lenders having more than 66.7% of the sum of the (a) Total Outstandings and (b) aggregate unused FILO Commitments; provided that the unused FILO 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.

"Supermajority Revolving Credit Lenders" means, as of any date of determination, Lenders having more than 66.7% of the sum of the (a) Total Outstandings (with the aggregate outstanding amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; provided that the unused Revolving Credit 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.

"Superpriority Claim" shall mean a claim against any Loan Party in any of the Chapter 11 Cases that is a superpriority administrative expense claim having priority over any or all administrative expenses and other postpetition claims of the kind specified in, or otherwise arising or ordered under, any section of the Bankruptcy Code (including, without limitation, Sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 546(c), 726 (to the extent permitted by law), 1113 and/or 1114 thereof), whether or not such claim or expenses may become secured by a judgment lien or other non-consensual lien, levy or attachment, other than the Carve-Out.

"Supplemental Administrative Agent" has the meaning specified in Section 9.13(a) and "Supplemental Administrative Agents" shall have the corresponding meaning.

"Supported QFC" has the meaning specified in Section 10.27.

"Surviving Indebtedness" means Indebtedness of any Borrower or any of the other Subsidiaries outstanding immediately after giving effect to the Refinancing.

"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 by the Hedge Bank (or the Administrative Borrower, if no Hedge Bank is party to such Swap Contract) in accordance with the terms thereof and in accordance with customary methods for calculating mark-to-market values under similar arrangements by the Hedge Bank (or the Administrative Borrower, if no Hedge Bank is party to such Swap Contract).

"Swing Line Borrowing" means a borrowing of a Swing Line Loan pursuant to Section 2.04.

"Swing Line Facility" means the revolving credit facility made available by the Swing Line Lender pursuant to Section 2.04.

"Swing Line Lender" means Wells Fargo or one of its Affiliates, in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder or any other Revolving Credit Lender that, at the request of Borrower and with the consent of Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed) agrees, in such Lender's sole discretion, to become the Swing Line Lender.

"Swing Line Loan" has the meaning specified in Section 2.04(a).

"Swing Line Loan Notice" means a notice of a Swing Line Borrowing pursuant to Section 2.04(b), which, if in writing, shall be substantially in the form of Exhibit A-2.

"Swing Line Obligations" means, as at any date of determination, the aggregate principal amount of all Swing Line Loans outstanding.

"Swing Line Sublimit" means an amount equal to the lesser of (a) $100,000,000 and (b) the aggregate principal amount of the Revolving Credit Commitments; provided, that Swing Line Loans issued for the account of the Canadian Borrowers prior to the First Amendment Effective Date shall not exceed $20,000,000. The Swing Line Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

"Taxes" means all present or future taxes, duties, levies, imposts, deductions, assessments, withholdings or similar charges in the nature of a tax imposed by any Governmental Authorities, and all liabilities (including additions to tax, penalties and interest) with respect thereto.

"Term Loans" means the "Term Loans" as defined in the Term Loan Credit Agreement, as applicable.

"Term Loan Administrative Agent" means the "Administrative Agent" as defined in the Term Loan Credit Agreement.

"Term Loan Collateral Agent" means the "Collateral Agent" as defined in the Term Loan Credit Agreement.

"Term Loan Credit Agreement" means the Term Loan Credit Agreement dated as of the Closing Date, as ratified and amended by the Ratification and Amendment Agreement, dated as of October [__], 2024, among Parent, the Administrative Borrower, Bank of America, as administrative agent, and the several banks and other financial institutions from time to time party thereto, as such agreement may be amended, supplemented, waived or otherwise modified from time to time to the extent permitted hereunder

and any Permitted Refinancing thereof (unless such agreement, instrument or document expressly provides that it is not intended to be and is not a Term Loan Credit Agreement) in each case to the extent permitted hereunder.

"Term Loan Documents" means the "Loan Documents" as defined in the Term Loan Credit Agreement.

"Term Loan Net Cash Proceeds Indebtedness" means any Indebtedness incurred pursuant to Section 7.03(w) of the Term Loan Credit Agreement as in effect on the date hereof.

"Term Loan Obligations" means "Obligations" as defined in the Term Loan Credit Agreement.

"Term Loan Permitted Alternative Incremental Facilities Debt" means "Permitted Alternative Incremental Facilities Debt" as defined in the Term Loan Credit Agreement as in effect on the date hereof.

"Term Loan Permitted Exchange Notes" means "Permitted Exchange Notes" as defined in the Term Loan Credit Agreement as in effect on the date hereof.

"Term Loan Incremental Equivalent Debt" means "Incremental Equivalent Debt" as defined in the Term Loan Credit Agreement as in effect on the date hereof.

"Term Loan Incremental Incurrence Amount" means "Incremental Incurrence Amount" as defined in the Term Loan Credit Agreement as in effect on the date hereof.

"Term Loan Incremental Term Facility" means "Incremental Facility" as defined in the Term Loan Credit Agreement as in effect on the date hereof.

"Term Loan Initial Term Loans" means the "Initial Term Loans" as defined in the Term Loan Credit Agreement as in effect on the date hereof.

"Term Facility" means the collective reference to the Term Loan Credit Agreement, any Loan Documents (as defined therein), any notes and letters of credit issued pursuant thereto and any guarantee, security agreement, patent, trademark or copyright security agreements, mortgages, letter of credit applications and other guarantees, pledge agreements, security agreements and collateral documents, and other instruments and documents, executed and delivered pursuant to or in connection with any of the foregoing, in each case as the same may be amended, supplemented, waived or otherwise modified from time to time to the extent permitted hereunder and any Permitted Refinancing thereof (unless such agreement, instrument or document expressly provides that it is not intended to be and is not a Term Facility), in each case to the extent permitted hereunder.

"Term Obligations" means "Obligations" as defined in the Term Loan Credit Agreement as in effect on the date hereof.

"Term Loan Priority Collateral" means all the "Term Loan Priority Collateral" as defined in the ABL/Term Loan Intercreditor Agreement.

"Termination Conditions" means, collectively, (a) the payment in full in cash of the Obligations (other than (i) contingent indemnification obligations as to which no claim has been asserted (ii) Secured Hedge Obligations under Secured Hedge Agreements and (iii) Cash Management Obligations),

(b) the termination or expiration of the Commitments and (c) the termination or expiration of all Letters of Credit under this Agreement (unless backstopped in a manner reasonably acceptable to the L/C Issuers or Cash Collateralized or otherwise in an amount and/or in a manner reasonably acceptable to the L/C Issuers).

"Term SOFR" means,

(a) for any calculation with respect to a Term SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) RFR Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding RFR Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding RFR Business Day is not more than three (3) RFR Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) RFR Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding RFR Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding RFR Business Day is not more than three (3) RFR Business Days prior to such Base Rate Term SOFR Determination Day.

"Term SOFR Adjustment" means a percentage equal to 0.10% per annum; provided that, for all purposes of determining the Adjusted Term SOFR with respect to the 2024 Delayed Draw FILO Loans, the Term SOFR Adjustment shall be 0.00%.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by Administrative Agent in its reasonable discretion).

"Term SOFR Loan" means a Loan denominated in Dollars, that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c) of the definition of "Base Rate".

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Test Period" means, at any date of determination, the most recently completed four consecutive fiscal quarters of the Administrative Borrower ending on or prior to such date (taken as one accounting period) for which financial statements for each quarter or fiscal year in such period have been or were required to be delivered pursuant to Section 6.01(a) or (b). A Test Period may be designated by reference to the last day thereof (i.e., the "January 2nd Test Period" of a particular year refers to the period of four consecutive fiscal quarters of the Administrative Borrower ended nearest to January 2nd of such year), and a Test Period shall be deemed to end on the last day thereof.

"Third Amendment" means the Third Amendment, dated as of July 24, 2024, among the Administrative Borrower, Parent, each other Loan Party, each of the 2024 Delayed Draw FILO Lenders party thereto, each other party a signatory thereto and the Administrative Agent.

"Third Amendment Effective Date" means July 24, 2024.

"Threshold Amount" means the greater of (a) 25% of Closing Date EBITDA and (b) 25% of TTM Consolidated EBITDA as of the applicable date of determination.

"Total 2024 Delayed Draw FILO Outstandings" means the aggregate Outstanding Amount of all 2024 Delayed Draw FILO Loans.

"Total Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Consolidated Net Debt as of the last day of such Test Period to (b) Consolidated EBITDA of the Administrative Borrower and the Restricted Subsidiaries for such Test Period.

"Total Outstandings" means, individually or collectively, as context dictates (a) Total Revolving Credit Outstandings, (b) Total FILO Outstandings or (c) Total 2024 Delayed Draw FILO Outstandings.

"Total FILO Outstandings" means the aggregate Outstanding Amount of all FILO Term Loans.

"Total Revolving Credit Outstandings" means the aggregate Outstanding Amount of all Revolving Credit Loans and all L/C Obligations.

"Transactions" means, collectively, (a) the execution and delivery of the Loan Documents and the funding of the Revolving Credit Loans, if any, and the FILO Term Loans on the Closing Date, (b) the execution and delivery of the Term Loan Documents and the effectiveness of the Term Facility and any funding thereof on the Closing Date, (c) the consummation of the Closing Date Refinancing and (d) the payment of Transaction Expenses.

"Transaction Expenses" means any fees or expenses incurred or paid by Parent, the Borrower, or any Restricted Subsidiary in connection with the Transactions and the transactions contemplated in connection therewith, including any OID or upfront fees.

"Treasury Rate" means with respect to the Make Whole 2024 Delayed Draw FILO Amount, as applicable, a rate equal to the then current yield to maturity on actively traded U.S. Treasury securities having a constant maturity and having a duration equal to (or the nearest available tenor) the period from the date that payment is received to the Maturity Date.

"TTM Consolidated EBITDA" means, as of any date of determination, the Consolidated EBITDA of the Administrative Borrower and the Restricted Subsidiaries, determined on a Pro Forma Basis, for the four consecutive fiscal quarters most recently ended prior to such date for which financial statements have been delivered pursuant to Section 6.01(a) or (b).

"Type" means, with respect to a Loan, its character as a Base Rate Loan, a Canadian Base Rate Loan, a Term SOFR Loan or a Canadian BA Rate Loan.

"U.S. LC Disbursement" means a payment made by an L/C Issuer pursuant to a drawing on a U.S. Letter of Credit.

"U.S. LC Exposure" means, at any time of determination, the sum of (a) the aggregate undrawn amount of all outstanding U.S. Letters of Credit at such time ***plus*** (b) the aggregate amount of all U.S. LC Disbursements that have not yet been reimbursed by or on behalf of the Company or any other Domestic Loan Party at such time, ***less*** (c) the amount of Letter of Credit Collateralization in respect of U.S. Letters of Credit. The U.S. LC Exposure of any Revolving Credit Lender at any time shall be its Applicable Percentage of the total U.S. LC Exposure at such time.

"U.S. Letter of Credit" means a Letter of Credit issued for the account of a Domestic Borrower.

"U.S. Special Resolution Regimes" has the meaning specified in Section 10.27.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to 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.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unaudited Financial Statements" means (i) the unaudited consolidated balance sheet of Borrower and its Subsidiaries for the fiscal quarters ended on July 3, 2021 and April 3, 2021 and (ii) the related unaudited consolidated statements of income, equity and cash flows for such fiscal quarter.

"Undisclosed Administration" means in relation to a Lender or its parent company the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or such parent company is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

"Unfinanced Capital Expenditures" means, with respect to any Person and for any period, Capital Expenditures made by such Person during such period that are not Financed Capital Expenditures.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or 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.

"United States" and "U.S." mean the United States of America.

"United States Tax Compliance Certificate" has the meaning specified in Section 3.01(f)(ii)(3).

"Unreimbursed Amount" means an unreimbursed drawing of a Letter of Credit or Canadian Reimbursement Undertaking.

"Unrestricted Subsidiary" means (i) each Subsidiary of the Administrative Borrower listed on Schedule 1.01B, (ii) [reserved] and (iii) any Subsidiary of an Unrestricted Subsidiary. As of the Ratification Effective Date, there are no Unrestricted Subsidiaries.

"Unused Commitment Fee" has the meaning specified in Section 2.09(a).

"USA PATRIOT Act" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

"Value" with reference to the value of Eligible Tire Inventory or Eligible Non-Tire Inventory, as the case may be, on any date, means value determined on the basis of the lower of cost or market value of such Eligible Tire Inventory or Eligible Non-Tire Inventory, as the case may be, with the cost thereof calculated on first in, first out accounting basis as determined in accordance with GAAP and with reference to Eligible Accounts, the book value thereof determined in accordance with GAAP.

"Vendor Debt" means, any Indebtedness of the Borrowers or any Subsidiaries of the Administrative Borrower to any vendor of tires.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (ii) the then outstanding principal amount of such Indebtedness.

"Wells Fargo" has the meaning specified in the introductory paragraph to this Agreement.

"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 Liability" means the liability of a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(i) 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.

(ii) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(iii) The term "including" is by way of example and not limitation.

(iv) 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.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) All references to the terms "Borrowers", "Guarantors" or "Debtors" in the Loan Documents shall be deemed and each such reference is hereby amended to mean and include (as applicable) the Debtors (as defined herein), and their successors and assigns (including any trustee or other fiduciary hereafter appointed as any Debtor's legal representative, as applicable, or with respect to any Debtor the property of the estate of such Debtor whether under Chapter 11 of the Bankruptcy Code or any subsequent Chapter 7 case or cases and its successor upon conclusion of the Chapter 11 Case of such Debtor, as the case may be).

(e) All references to the term "Collateral" in this Agreement or the other Loan Documents, or any other term referring to the security for the Pre-Petition Obligations, shall be deemed, and each such reference is hereby amended to mean, collectively, the Pre-Petition Collateral and the Post-Petition Collateral.

(f) All references to the term "Agreement" in the Pre-Petition Credit Agreement or the term "Credit Agreement" in the other Loan Documents shall be deemed, and each such reference is hereby amended, to mean the Agreement, and as ratified, assumed and adopted by each Borrower and Guarantor pursuant to the terms of the Ratification Agreement and the Financing Order.

(g) All references to the term "Loan Documents" in the Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to include, in addition and not in limitation, the Ratification Agreement and all of the Pre-Petition Loan Documents, as ratified, assumed and adopted by each Borrower and Guarantor pursuant to the terms of the Ratification Agreement, as amended and supplemented thereby, and the Financing Order, as each of the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(h) All references to the term "Material Adverse Effect," "material adverse effect" or "material adverse change" in this Agreement, the Ratification Agreement or the other Loan Documents

shall be deemed, and each such reference is hereby amended, to add at the end thereof: "provided, that, the Bankruptcy Events, commencement of the Chapter 11 Case or any sale or other liquidation of any, all or substantially all of Debtors' assets in such Chapter 11 Case in accordance with the terms of the Financing Order or the Ratification Agreement shall not, individually or collectively, constitute a Material Adverse Effect.

(i) Obligations. All references to the term "Obligations" in this Agreement, the Ratification Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to mean both the Pre-Petition Obligations and the Post-Petition Obligations.

(j)

Section 1.03 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, the Administrative Borrower will begin to prepare financial statements in accordance with Public Accounting Standards as in effect on December 31, 2019 beginning with the period ending December 31, 2021. Beginning on December 31, 2021, all accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied in a manner consistent with that used in preparing the most recently delivered audited financial statements delivered pursuant to Section 6.01(a) for the period ending December 31, 2021, except as otherwise specifically prescribed herein.

(b) Where reference is made to "the Borrowers and the Restricted Subsidiaries on a consolidated basis" or similar language, such consolidation shall not include any Subsidiaries of Administrative Borrower other than Restricted Subsidiaries.

(c) In the event that the Administrative Borrower elects to prepare its financial statements in accordance with IFRS and such election results in a change in the method of calculation of financial covenants, standards or terms (collectively, the "Accounting Changes") in this Agreement, the Administrative Borrower and the Administrative Agent agree to enter into good faith negotiations in order to amend such provisions of this Agreement so as to reflect equitably the Accounting Changes with the desired result that the criteria for evaluating and the Administrative Borrowers' financial condition shall be substantially the same after such change as if such change had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrowers, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed in accordance with GAAP (as determined in good faith by a Responsible Officer of the Administrative Borrower) (it being agreed that the reconciliation between GAAP and IFRS used in such determination shall be made available to Lenders) as if such change had not occurred.

Section 1.04 Rounding. Any financial ratios 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 instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are permitted by any Loan Document; (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law; and (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

Section 1.08 Currency Equivalents Generally; Currency Calculations.

(a) Any amount specified in this Agreement (other than in Article II, Article IX and Article X or as set forth in paragraph (b) or (c) of this Section) or any of the other Loan Documents to be in Dollars shall also include the dollar equivalent of such amount in any currency other than Dollars. Principal, interest, reimbursement obligations, fees and other amounts payable under this Agreement and the other Loan Documents to the Secured Parties shall be payable in the currency in which such Obligations are denominated. Unless stated otherwise, all calculations, comparisons, measurements or determinations under this Agreement shall be made in Canadian Dollars or Dollars, as applicable. For the purpose of such calculations, comparisons, measurements or determinations, amounts denominated in other currencies shall be converted in the Equivalent Amount of Canadian Dollars on the date of calculation, comparison, measurement or determination.

(b) Notwithstanding the foregoing, for purposes of determining compliance with Section 7.01, 7.02 and 7.03 with respect to any amount of any Liens, Indebtedness or Investment in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Lien, Indebtedness or Investment is incurred; provided that, for the avoidance of doubt, the foregoing provisions of this Section 1.08 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness or Investment may be incurred at any time under such Sections.

(c) For purposes of determining compliance under Section 7.02, Section 7.05 and Section 7.06, any amount in a currency other than Dollars will be converted to Dollars in a manner consistent with that used in calculating net income in the annual financial statements delivered pursuant to Section 6.01(a); provided, however, that the foregoing shall not be deemed to apply to the determination of any amount of Indebtedness.

(d) For purposes of determining compliance with any restriction on the incurrence of Indebtedness, the Dollar Equivalent of the principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable restriction to be exceeded if calculated at the relevant currency

exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

Section 1.09 [Reserved]. Interpretation (Quebec). For purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", "prior claim" and a "resolutory clause", (f) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code of Quebec, (g) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to an "opposable" or "set up" Liens as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary", (k) "construction liens" shall be deemed to include "legal hypothecs in favour of persons having taken part in the construction or renovation of an immovable", (l) "joint and several" shall be deemed to include "solidary", (m) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatary", (o) "easement" shall be deemed to include "servitude", (p) "priority" shall be deemed to include "prior claim", (q) "survey" shall be deemed to include "certificate of location and plan", (r) "fee simple title" shall be deemed to include "absolute ownership", (s) "legal title" shall be deemed to include "holding title as mandatory or prête-nom on behalf of an owner", (t) "leasehold interest" shall be deemed to include "rights resulting from a lease", and (u) "lease" shall be deemed to include a "contract of leasing (crédit-bail)". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only (except if another language is required under any applicable law) and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en la langue anglaise seulement (sauf si une autre langue est requise en vertu d'une loi applicable*).

Section 1.10 Pro Forma Calculations; Basket and Ratio Compliance.

(a) Notwithstanding anything to the contrary herein, the First Lien Senior Secured Leverage Ratio, the Senior Secured Leverage Ratio, the Total Leverage Ratio and the Interest Coverage Ratio shall be calculated in the manner prescribed by this Section 1.11.

(b) For purposes of calculating the First Lien Senior Secured Leverage Ratio, the Senior Secured Leverage Ratio, the Total Leverage Ratio and the Interest Coverage Ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (i) during the applicable Test Period or (ii) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a *pro forma* basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Test Period. If since the beginning of any applicable Test

Period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.11, then the First Lien Senior Secured Leverage Ratio, the Senior Secured Leverage Ratio, the Total Leverage Ratio and the Interest Coverage Ratio shall be calculated to give *pro forma* effect thereto in accordance with this Section 1.11.

(c) Whenever *pro forma* effect is to be given to a Specified Transaction, the *pro forma* calculations shall be made in good faith by a Responsible Officer and may include, for the avoidance of doubt, the amount of cost savings, operating expense reductions, synergies, material changes to amounts to be paid by or received by Loan Parties, projected by the Borrower in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a *pro forma* basis as though amounts had been realized on the first day of such Test Period and as if any such cost savings, operating expense reductions and synergies were realized during the entirety of such period) relating to such Specified Transaction, net of the amount of actual benefits realized during such period from such actions (such amounts, "Specified Transaction Adjustments"); *provided* that (i) such Specified Transaction Adjustments are reasonably identifiable and quantifiable in the good faith judgment of the Borrower, (ii) such actions are taken, committed to be taken or expected to be taken no later than 24 months after the date of such Specified Transaction, and (iii) no amounts shall be included pursuant to this clause (c) to the extent duplicative of any amounts that are otherwise included in calculating Consolidated EBITDA, whether through a *pro forma* adjustment or otherwise, with respect to any Test Period and shall be subject to any applicable limitations set forth in such definitions.

(d) In the event that the Borrower or any Restricted Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of the First Lien Senior Secured Leverage Ratio, the Senior Secured Leverage Ratio, the Total Leverage Ratio and the Interest Coverage Ratio, as the case may be (in each case, other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (i) during the applicable Test Period or (ii) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the First Lien Senior Secured Leverage Ratio, the Senior Secured Leverage Ratio, the Total Leverage Ratio and the Interest Coverage Ratio shall be calculated giving *pro forma* effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Test Period with respect to leverage ratios or the first day of such Test Period with respect to the Interest Coverage Ratio.

(e) Notwithstanding anything to the contrary in this Agreement or any classification under GAAP of any Person, business, assets or operations in respect of which a definitive agreement for the disposition thereof has been entered into as discontinued operations, no *pro forma* effect shall be given to any discontinued operations (and the Consolidated EBITDA attributable to any such Person, business, assets or operations shall not be excluded for any purposes hereunder) until such disposition shall have been consummated.

(f) [Reserved].

Section 1.11 [Reserved].

ARTICLE II

The Commitments and Credit Extensions

Section 2.01 Extensions of Credit.

(a) Revolving Credit Loans. On the terms and subject to the conditions contained in this Agreement, each Revolving Credit Lender severally agrees to make revolving loans in Dollars and Canadian Dollars (which may be made by a Canadian Lending Affiliate) (each, a "Revolving Credit Loan" and collectively, the "Revolving Credit Loans"), as applicable, to any Borrower from time to time on any Business Day during the period from the Closing Date until the Revolving Credit Termination Date in an aggregate principal amount at any time outstanding for all such loans by such Lender not to exceed such Lender's applicable Revolving Credit Commitment; provided, that at no time shall any Revolving Credit Lender be obligated to make a Revolving Credit Loan if after giving effect thereto:

(i) the Revolving Credit Exposures would exceed the Line Cap;

(ii) such Lender's Revolving Credit Exposures would exceed its Applicable Percentage of the Line Cap;

(iii) the aggregate Revolving Credit Exposures (x) to the Canadian Borrowers outstanding or (y) denominated in Canadian Dollars would exceed the Canadian Loan Limit (it being agreed that on and after the First Amendment Effective Date, no Revolving Credit Lender will make Revolving Credit Loans (x) to the Canadian Borrowers or (y) denominated in Canadian Dollars).

Within the limits of the Revolving Credit Commitment of each Revolving Credit Lender, amounts of Loans repaid may be reborrowed under this Section 2.01(a).

(b) FILO Term Loans. On the Closing Date, each FILO Term Lender made to the Domestic Borrowers a single term loan (each, a "FILO Term Loan") in Dollars in an aggregate principal amount equal to such FILO Term Lender's FILO Commitment on the Closing Date. Amounts borrowed under this Section 2.01(b) and repaid or prepaid may not be reborrowed. FILO Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(c) 2024 Delayed Draw FILO Loans.

(i) On the Third Amendment, each 2024 Delayed Draw FILO Lender made to the Domestic Borrowers on the Third Amendment Effective Date, term loans (the "Initial 2024 Delayed Draw FILO Loans") denominated in Dollars in aggregate amounts not exceeding the aggregate Initial 2024 Delayed Draw FILO Commitments as of the Third Amendment Effective Date immediately prior to giving effect to such Borrowing. Amounts borrowed under this Section 2.01(c)(i) and repaid or prepaid may not be reborrowed. Initial 2024 Delayed Draw FILO Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(ii) On the terms and subject to the conditions contained in this Agreement, each 2024 Delayed Draw FILO Lender with a Subsequent 2024 Delayed Draw FILO Commitment severally agrees to make to the Domestic Borrowers on each applicable 2024 Delayed Draw FILO Funding Date, term loans (the "Subsequent 2024 Delayed Draw FILO Loans") denominated in Dollars in aggregate amounts requested by the Domestic Borrowers which do not exceed the aggregate Subsequent 2024 Delayed Draw FILO Commitments as of such 2024 Delayed Draw

FILO Funding Date immediately prior to giving effect to such Borrowing; provided that no more than two (2) Borrowings shall be permitted pursuant to this Section 2.01(c)(ii). Amounts borrowed under this Section 2.01(c)(ii) and repaid or prepaid may not be reborrowed. Subsequent 2024 Delayed Draw FILO Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(d) Protective Advances. Subject to the limitations set forth below (and notwithstanding anything to the contrary in Section 4.02), the Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Administrative Agent's sole discretion (but shall have absolutely no obligation), to make Revolving Credit Loans to the Borrowers, on behalf of all Lenders, which the Administrative Agent, in its Permitted Discretion, deems necessary or desirable for the purposes specified in the definition of "Protective Advances" so long as the aggregate amount of such Revolving Credit Loans shall not exceed together with Discretionary Overadvances pursuant to Section 2.01(e), the Borrowing Base; provided the Administrative Agent shall not make Revolving Credit Loans on behalf of Lenders under this Section 2.01(d) to the extent such Revolving Credit Loans would cause a Revolving Credit Exposure to exceed such Lender's Revolving Credit Commitment or cause the Aggregate Revolving Credit Commitments to be exceeded. Each Protective Advance shall be secured by the Liens in favor of the Collateral Agent in and to the Collateral and shall constitute Obligations hereunder. The Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent's receipt thereof. The making of a Protective Advance on any one occasion shall not obligate the Administrative Agent to make any Protective Advance on any other occasion. Protective Advances shall bear interest at the rate applicable from time to time to as provided in this Agreement for Revolving Credit Loans generally. At any time that the conditions precedent set forth in Section 4.02 have been satisfied or waived, the Administrative Agent may request the Lenders to make a Revolving Credit Loan to repay a Protective Advance. At any other time, the Administrative Agent may require the Lenders to fund their risk participations described in Section 2.01(d). Upon the making of a Protective Advance by the Administrative Agent, each Lender shall be deemed, without further action by any party hereto, unconditionally and irrevocably to have purchased from the Administrative Agent without recourse or warranty, an undivided interest and participation in such Protective Advance in proportion to its Applicable Percentage. From and after the date, if any, on which any Lender is required to fund its participation in any Protective Advance purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Protective Advance.

(e) Discretionary Overadvances. Notwithstanding anything to the contrary contained elsewhere in this Section 2.01 or this Agreement or the other Loan Documents and whether or not a Default or Event of Default exists at that time, the Administrative Agent may require all Lenders to honor requests or deemed requests by the Borrowers for Revolving Credit Loans at a time that an Overadvance exists or which would result in an Overadvance ("Discretionary Overadvances"), and (i) each Revolving Credit Lender shall be obligated to continue to make its Applicable Percentage of any Discretionary Overadvance up to a maximum amount outstanding equal to its Revolving Commitment, so long as such Discretionary Overadvance is not known by the Administrative Agent to exceed, together with Protective Advances described in Section 2.01(d), the Revolving Credit Borrowing Base at such time or to exist for more than 30 consecutive Business Days. The Administrative Agent's authorization to require the Lenders to make Discretionary Overadvances may be revoked at any time by the Required Lenders. In no event shall any Loan Party be deemed a beneficiary of this clause (d) or clause (c) above nor authorized to enforce any of its terms.

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 Term SOFR Loans or Canadian BA Rate Loans, as applicable, shall be made upon the Administrative Borrower's notice (which shall be revocable for a Borrowing so long as the Borrowers agree to comply with the applicable provisions of Section 3.04 upon any such revocation) to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 1:00 p.m., New York City time, (i) three (3) RFR Business Days prior to the requested date of any Borrowing or continuation of Term SOFR Loans, Canadian BA Rate Loans or any conversion of Base Rate Loans to Term SOFR Loans or any conversion of Canadian Base Rate Loans to Canadian BA Rate Loans (other than with respect to a Borrowing of (x) Revolving Credit Loans or FILO Term Loans on the Closing Date, which may be delivered one (1) Business Day before the proposed Borrowing on the Closing Date and (y) Initial 2024 Delayed Draw FILO Loans, which may be delivered one (1) Business Day before the proposed Borrowing on the Third Amendment Effective Date) and (ii) the requested date of any Borrowing of Base Rate Loans, Canadian Base Rate Loans, any conversion of Term SOFR Loans to Base Rate Loans or any conversion of Canadian BA Rate Loans to Canadian Base Rate Loans. Each telephonic notice by the Administrative Borrower pursuant to this Section 2.02(a) must be confirmed promptly by hand delivery, telecopy or electronic transmission to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Administrative Borrower. Each Borrowing of, conversion to or continuation of Term SOFR Loans or Canadian BA Rate Loans, as applicable, shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each Borrowing of or conversion to Base Rate Loans or Canadian Base Rate Loans, as applicable, shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each Committed Loan Notice (whether telephonic or written) shall specify (i) whether the Administrative Borrower is requesting a (x) Borrowing of Revolving Credit Loans, FILO Term Loans or 2024 Delayed Draw FILO Loans, (y) conversion of Loans from one Type to the other or (z) continuation of Term SOFR Loans or Canadian BA Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, (v) if applicable, the duration of the Interest Period with respect thereto and (vi) the location and number of the Borrowers' account(s) to which funds are to be disbursed, which shall comply with the requirements of Section 2.02(b). If the Administrative Borrower fails to specify a Type of Loan in a Committed Loan Notice, then the applicable Loans shall be made as Term SOFR Loans or Canadian BA Rate Loans, as applicable, with an Interest Period of one month. If the Administrative Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as the same Type of Loan, and if applicable, with the same Interest Period, as such Loans. If the Administrative Borrower requests a Borrowing of, conversion to, or continuation of Term SOFR Loans or Canadian BA Rate Loans, as applicable, 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. For the avoidance of doubt, the Borrowers and 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. All borrowing requests which are not made on-line via Administrative Agent's electronic platform or portal shall be subject to (and unless Agent elects otherwise in the exercise of its sole discretion, such Borrowings shall not be made until the completion of) the Administrative Agent's authentication process (with results satisfactory to the Administrative Agent) prior to the funding of any such requested Loan.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Class of Loans, and if no timely notice of a conversion or continuation is provided by the Administrative Borrower, the Administrative Agent shall notify each Lender of the details of such Loans as described in Section 2.02(a). In the case of each Borrowing, each Appropriate Lender shall make (or cause its Applicable Lending Office

to make) the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 3:00 p.m., New York City time, on the Business Day specified in the applicable Committed Loan Notice; provided, that on the Closing Date, such funds may be made available at such earlier time as may be agreed among the relevant Lenders, the Borrowers and the Administrative Agent for the purpose of consummating the Transactions. Upon satisfaction of the applicable conditions set forth in Section 4.02 to the extent applicable (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the Borrowers in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrowers on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to the Administrative Agent by the Borrowers.

(c) Except as otherwise provided herein, a Term SOFR Loan or Canadian BA Rate Loan, as applicable, may be continued or converted only on the last day of an Interest Period for such Loan unless the Administrative Borrower pays the amount due, if any, under Section 3.04 in connection therewith. During the existence of an Event of Default, the Administrative Agent or the Required Lenders may require that (i) no Loans may be converted to or continued as Term SOFR Loans or Canadian BA Rate Loan, as applicable, (ii) no outstanding Loans may be continued for an Interest Period of more than one month's duration and/or (iii) unless repaid, each Term SOFR Loan or Canadian BA Rate Loan, as applicable, shall be converted to a Base Rate Loan or Canadian Base Rate Loan, as applicable, at the end of the Interest Period applicable thereto.

(d) The Administrative Agent shall promptly notify the Administrative Borrower and the Lenders of the interest rate applicable to any Interest Period for Term SOFR Loans or Canadian BA Rate Loan, as applicable, upon determination of such interest rate. The determination of Term SOFR or the Canadian BA Rate, as applicable, by the Administrative Agent shall be conclusive in the absence of manifest error.

(e) Anything in subsections (a) to (d) above to the contrary notwithstanding, after giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect for Borrowings.

(f) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing, or, in the case of any Borrowing of Base Rate Loans or Canadian Base Rate Loans, as selected by the Administrative Borrower prior to 1:00 p.m., New York City time, on the date of such Borrowing, that such Lender will not make available to the Administrative Agent such Lender's Applicable Percentage of such Borrowing, the Administrative Agent may assume that such Lender has made such Applicable Percentage available to the Administrative Agent on the date of such Borrowing in accordance with clause (b) above, and the Administrative Agent may, in reliance upon such assumption, 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 the Borrowers severally agrees to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrowers until the date such amount is repaid to the Administrative Agent at (a) in the case of the Borrowers, the interest rate applicable at the time to the Loans comprising such Borrowing and (b) in the case of such Lender, the greater of (x) the Federal Funds Rate and (y) a rate determined by the Administrative Agent in consultation with the Administrative Borrower in accordance with banking industry rules on interbank compensation, 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 2.02(f) shall be conclusive in the absence of demonstrable error. If the

Administrative Borrower and such Lender shall both pay all or any portion of the principal amount in respect of such Borrowing or interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such Borrowing or interest paid by the Administrative 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 the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(g) Notwithstanding approval by Administrative Agent of the DIP Budget delivered pursuant to Section 6.22, Administrative Agent and Lenders shall not, and shall not be required to, provide any loans, Credit Extensions, letters of credit or other financial accommodations to any Loan Party pursuant to any such budget and shall provide any loans, Advances, letters of credit, or other financial accommodations only in accordance with the terms and conditions set forth in this Agreement and the other Loan Documents. The Loan Parties understand and acknowledge that Administrative Agent and Lenders are relying upon the Loan Parties' delivery of, and compliance with, the DIP Budget to continue extending financial accommodations to Borrowers.

Section 2.03 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement, upon the request of the Administrative Borrower made in accordance herewith, and prior to the Maturity Date, the applicable L/C Issuer agrees to issue, or, in the case of Canadian Letters of Credit, to cause a Canadian Underlying Issuer, a requested standby Letter of Credit or a sight commercial Letter of Credit for the account of the applicable Borrowers; provided, that on and after the First Amendment Effective Date, no Canadian Letters of Credit shall be issued. If the applicable L/C Issuer, at its option, elects to cause a Canadian Underlying Issuer to issue a requested Canadian Letter of Credit, then such L/C Issuer agrees that it will enter into arrangements relative to the reimbursement of such Canadian Underlying Issuer (which may include, among other means, by becoming an applicant with respect to such Canadian Letter of Credit or entering into undertakings or other arrangements that provide for reimbursement of such Canadian Underlying Issuer with respect to drawings under such Canadian Letter of Credit; each such obligation or undertaking, irrespective of whether in writing, a "Canadian Reimbursement Undertaking") with respect to Canadian Letters of Credit issued by such Canadian Underlying Issuer. By submitting a request to Administrative Agent and the applicable L/C Issuer for the issuance of a Letter of Credit, the applicable Borrower shall be deemed to have requested that such L/C Issuer issue the requested Letter of Credit. By submitting a request to Administrative Agent and the applicable L/C Issuer for the issuance of a Canadian Letter of Credit, Borrowers shall be deemed to have requested that (i) the such L/C Issuer issue or (ii) a Canadian Underlying Issuer issue the requested Canadian Letter of Credit (and, in such case, to have requested the L/C Issuer to issue a Canadian Reimbursement Undertaking with respect to such requested Canadian Letter of Credit). Canadian Borrowers acknowledge and agree that Canadian Borrowers are and shall be deemed to be applicants (within the meaning of Section 5-102(a)(2) of the UCC) with respect to each Canadian Letter of Credit issued by a Canadian Underlying Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by a Responsible Officer, (ii) delivered to Administrative Agent and the applicable L/C Issuer via telefacsimile or other electronic method of transmission reasonably acceptable to Administrative Agent and the applicable L/C Issuer and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the applicable L/C Issuer authentication procedures with results satisfactory to such L/C Issuer. Each such request shall be in form and substance reasonably satisfactory to Administrative Agent and the L/C Issuer and (i) shall specify (A) the amount and Available Currency of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of

the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as Administrative Agent, the L/C Issuer or Canadian Underlying Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that L/C Issuer or Canadian Underlying Issuer generally requests for Letters of Credit in similar circumstances. L/C Issuer's records of the content of any such request will be conclusive. Anything contained herein to the contrary notwithstanding, the L/C Issuer may, but shall not be obligated to, issue or cause the issuance of a Letter of Credit or to issue a Canadian Reimbursement Undertaking in respect of a Canadian Underlying Letter of Credit that supports the obligations of a Loan Party or one of its Subsidiaries in respect of (x) a lease of real property to the extent that the face amount of such Letter of Credit exceeds the highest rent (including all rent-like charges) payable under such lease for a period of one (1) year, or (y) an employment contract to the extent that the face amount of such Letter of Credit exceeds the highest compensation payable under such contract for a period of one (1) year. Notwithstanding the foregoing, no LC Issuer shall be required to issue a Letter of Credit after the Ratification Effective Date.

(b) No L/C Issuer shall have any obligation to issue a Letter of Credit, or any Canadian Reimbursement Undertaking in respect of a Canadian Underlying Letter of Credit, if any of the following would result after giving effect to the requested issuance:

(i) the LC Exposure would exceed (x) prior to the First Amendment Effective Date, $105,000,000 and (y) on and after the First Amendment Effective Date, $80,000,000; or

(ii) the U.S. LC Exposure would exceed $80,000,000; or

(iii) the Canadian LC Exposure would exceed (x) prior to the First Amendment Effective Date, $25,000,000 and (y) on and after the First Amendment Effective Date, $0; or

(iv) the LC Exposure would exceed the Maximum Credit less the then outstanding principal amount of Revolving Credit Loans (including Swing line Loans) at such time; or

(v) the LC Exposure would exceed the Revolving Credit Commitments less the then outstanding principal amount of the Revolving Credit Loans (including Swing line Loans) at such time; or

(vi) the LC Exposure would exceed the Revolving Credit Borrowing Base at such time less the then outstanding principal amount of the Revolving Credit Loans (including Swing line Loans) at such time.

(c) Expiration Date. In the event there is a Defaulting Lender as of the date of any request for the issuance of a Letter of Credit, the L/C Issuer shall not be required to issue or arrange for such Letter of Credit or Canadian Reimbursement Undertaking to the extent (i) the Defaulting Lender's LC Exposure with respect to such Letter of Credit may not be reallocated pursuant to Section 2.16, or (ii) the L/C Issuer has not otherwise entered into arrangements reasonably satisfactory to it and Borrowers to eliminate the L/C Issuer's risk with respect to the participation in such Letter of Credit or any applicable Canadian Reimbursement Undertaking of the Defaulting Lender, which arrangements may include Borrowers cash collateralizing such Defaulting Lender's LC Exposure in accordance with Section 2.16. Additionally, L/C Issuer shall have no obligation to issue or extend a Letter of Credit or a Canadian Reimbursement Undertaking in respect of a Canadian Underlying Letter of Credit, in either case, if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain L/C Issuer from issuing such Letter of Credit or Canadian Reimbursement Undertaking or

Canadian Underlying Issuer from issuing such Canadian Letter of Credit, or any law applicable to L/C Issuer or Canadian Underlying Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over L/C Issuer or Canadian Underlying Issuer shall prohibit or request that L/C Issuer or Canadian Underlying Issuer refrain from the issuance of letters of credit generally or such Letter of Credit or Canadian Reimbursement Undertaking (as applicable) in particular, (B) the issuance of such Letter of Credit or Canadian Reimbursement Undertaking would violate one or more policies of L/C Issuer or Canadian Underlying Issuer applicable to letters of credit generally, or (C) if amounts demanded to be paid under any Letter of Credit will or may not be in the applicable Available Currency.

(d) Any L/C Issuer (other than Wells Fargo or any of its Affiliates) shall notify Administrative Agent in writing no later than the Business Day prior to the Business Day on which such L/C Issuer issues any Letter of Credit or Canadian Reimbursement Undertaking. In addition, each L/C Issuer (other than Wells Fargo or any of its Affiliates) shall, on the first Business Day of each month, submit to Administrative Agent a report detailing the daily undrawn amount of each Letter of Credit or Canadian Reimbursement Undertaking issued by such L/C Issuer during the prior calendar month. Borrowers and the Lenders hereby acknowledge and agree that all Existing Letters of Credit shall constitute Letters of Credit under this Agreement on and after the Closing Date with the same effect as if such Existing Letters of Credit were issued by L/C Issuer at the request of Borrowers on the Closing Date and such L/C Issuer, with respect to such Existing Letters of Credit, shall have all of the rights and obligations of an L/C Issuer that has issued Letters of Credit after the Closing Date. Each Letter of Credit shall be in form and substance reasonably acceptable to L/C Issuer and Canadian Underlying Issuer, as applicable, including the requirement that the amounts payable thereunder must be payable in Dollars or Canadian Dollars. If L/C Issuer makes a payment under a Letter of Credit or Canadian Reimbursement Undertaking, the Administrative Borrower shall pay to Administrative Agent an amount in the applicable Available Currency equal to the applicable LC Disbursement on the Business Day such LC Disbursement is made and, in the absence of such payment, the amount of the LC Disbursement immediately and automatically shall be deemed to be a Revolving Credit Loan hereunder in Dollars (or in the case of any LC Disbursement in any Available Currency, in Dollars based on the Dollar Equivalent) (notwithstanding any failure to satisfy any condition precedent set forth in Article IV) and Revolving Credit Lenders shall be unconditionally obligated to fund such Revolving Credit Loan and, initially, shall bear interest at the rate then applicable to Revolving Credit Loans that are Base Rate Loans. If a LC Disbursement is deemed to be a Revolving Credit Loan hereunder, Borrowers' obligation to pay the amount of such LC Disbursement to L/C Issuer shall be automatically converted into an obligation to pay the resulting Revolving Credit Loan. Promptly following receipt by Administrative Agent of any payment from Borrowers pursuant to this paragraph, Administrative Agent shall distribute such payment to L/C Issuer or, to the extent that Lenders have made payments pursuant to Section 2.03(e) to reimburse L/C Issuer, then to such Lenders and L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of an LC Disbursement pursuant to Section 2.03(d), each Lender agrees to fund its Applicable Percentage of any Revolving Credit Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if Borrowers had requested the amount thereof as a Revolving Credit Loan and Administrative Agent shall promptly pay to L/C Issuer the amounts so received by it from the Lenders. By the issuance of a Letter of Credit or Canadian Reimbursement Undertaking (or an amendment, renewal, or extension of a Letter of Credit or Canadian Reimbursement Undertaking, as applicable) and without any further action on the part of L/C Issuer or the Lenders, L/C Issuer shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each Letter of Credit or Canadian Reimbursement Undertaking, as applicable, issued by L/C Issuer, in an amount equal to its Applicable Percentage of such Letter of Credit or Canadian Reimbursement Undertaking, as applicable, and each such Lender agrees to pay to Administrative Agent, for the account of L/C Issuer, such Lender's Applicable Percentage of any LC Disbursement made by L/C

Issuer or a Canadian Underlying Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to Administrative Agent, for the account of L/C Issuer, such Lender's Applicable Percentage of each LC Disbursement made by L/C Issuer or Canadian Underlying Issuer and not reimbursed by Borrowers on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that Administrative Agent or L/C Issuer elects, based upon the advice of counsel, to refund) to Borrowers for any reason. Each Lender acknowledges and agrees that its obligation to deliver to Administrative Agent, for the account of L/C Issuer, an amount equal to its respective Applicable Percentage of each LC Disbursement pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Article IV. If any such Lender fails to make available to Administrative Agent the amount of such Lender's Applicable Percentage of a LC Disbursement as provided in this Section, such Lender shall be deemed to be a Defaulting Lender and Administrative Agent (for the account of L/C Issuer) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Default Rate until paid in full.

(f) Each Borrower agrees to indemnify, defend and hold harmless each Lender (including each L/C Issuer, Canadian Underlying Issuer and their respective branches, Affiliates, and correspondents), and each such Person's respective directors, officers, employees, attorneys and agents (each, including L/C Issuer and Canadian Underlying Issuer, a "Letter of Credit Related Person") (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable and documented fees and disbursements of attorneys, experts, or consultants and all other reasonable and documented out-of-pocket costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), which may be incurred by or awarded against any such Letter of Credit Related Person (other than Taxes, which shall be governed by Section 3.01) (the "Letter of Credit Indemnified Costs"), and which arise out of or in connection with, or as a result of:

(i) any Letter of Credit or Canadian Reimbursement Undertaking for the account of such Borrower or any pre-advice of its issuance;

(ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any such Letter of Credit Related Person in connection with any Letter of Credit or Canadian Reimbursement Undertaking for the account of such Borrower;

(iii) any action or proceeding arising out of, or in connection with, any Letter of Credit or Canadian Reimbursement Undertaking for the account of such Borrower (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Letter of Credit or Canadian Reimbursement Undertaking, or for the wrongful dishonor of, or honoring a presentation under, any such Letter of Credit;

(iv) any independent undertakings issued by the beneficiary of any Letter of Credit;

(v) any unauthorized instruction or request made to L/C Issuer or Canadian Underlying Issuer in connection with any Letter of Credit or requested Letter of Credit or Canadian Reimbursement Undertaking, or any error, omission, interruption or delay in such instruction or request, whether transmitted by mail, courier, electronic transmission, SWIFT, or any other telecommunication including communications through a correspondent;

(vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated in connection with any Letter of Credit or Canadian Reimbursement Undertaking for the account of such Borrower;

(vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds or holder of an instrument or document for the account of such Borrower;

(viii) in connection with any Letter of Credit or Canadian Reimbursement Undertaking for the account of such Borrower, the fraud, forgery or illegal action of parties other than the Letter of Credit Related Person;

(ix) any prohibition on payment or delay in payment of any amount payable by L/C Issuer or Canadian Underlying Issuer to a beneficiary or transferee beneficiary of a Letter of Credit or Canadian Reimbursement Undertaking arising out of Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions;

(x) L/C Issuer's or Canadian Underlying Issuer's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;

(xi) any foreign language translation provided to L/C Issuer or Canadian Underlying Issuer in connection with any Letter of Credit;

(xii) any foreign law or usage as it relates to L/C Issuer's or Canadian Underlying Issuer's issuance of a Letter of Credit or Canadian Reimbursement Undertaking in support of a foreign guaranty including without limitation the expiration of such guaranty after the related Letter of Credit or Canadian Reimbursement Undertaking expiration date and any resulting drawing paid by L/C Issuer or Canadian Underlying Issuer in connection therewith; or

(xiii) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of the Letter of Credit Related Person related to any Letter of Credit or Canadian Reimbursement Undertaking for the account of such Borrower;

provided, that, such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (x) above to the extent that such Letter of Credit Indemnified Costs may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Letter of Credit Related Person claiming indemnity. Borrowers hereby agree to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 2.03(f). If and to the extent that the obligations of Borrowers under this Section 2.03(f) are unenforceable for any reason, Borrowers agree to make the maximum contribution to the Letter of Credit Indemnified Costs permissible under applicable law. This indemnification provision shall survive termination of this Agreement and all Letters of Credit or Canadian Reimbursement Undertaking.

(g) The liability of L/C Issuer (or any other Letter of Credit Related Person) under, in connection with or arising out of any Letter of Credit or Canadian Reimbursement Undertaking (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by Borrowers that are caused directly by L/C Issuer's or Canadian Underlying Issuer's gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing

to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. Borrowers' aggregate remedies against L/C Issuer and any Letter of Credit Related Person for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by Borrowers to L/C Issuer in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. Borrowers shall take action to avoid and mitigate the amount of any damages claimed against L/C Issuer or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by Borrowers under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (A) the amount (if any) saved by Borrowers as a result of the breach or alleged wrongful conduct complained of, and (B) the amount (if any) of the loss that would have been avoided had Borrowers taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing L/C Issuer or Canadian Reimbursement Undertaking to effect a cure.

(h) The applicable Borrowers are responsible for the final text of the Letter of Credit as issued by L/C Issuer or Canadian Underlying Issuer, irrespective of any assistance L/C Issuer or Canadian Underlying Issuer may provide such as drafting or recommending text or by L/C Issuer's or Canadian Underlying Issuer's use or refusal to use text submitted by Borrowers. Borrowers understand that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by L/C Issuer or Canadian Underlying Issuer, and Borrowers hereby consent to such revisions and changes not materially different from the application executed in connection therewith. The applicable Borrower is solely responsible for the suitability of the Letter of Credit for Borrower's purposes. If a Borrower (or the Administrative Borrower on behalf of such Borrower) requests L/C Issuer or Canadian Underlying Issuer to issue a Letter of Credit for an affiliated or unaffiliated third party, (i) such third party shall have no rights against L/C Issuer or Canadian Underlying Issuer; (ii) Borrowers shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among L/C Issuer or Canadian Underlying Issuer and Borrowers. The applicable Borrower will examine the copy of the Letter of Credit and any other documents sent by L/C Issuer in connection therewith and shall promptly notify L/C Issuer or, if applicable, Canadian Underlying Issuer (not later than three (3) Business Days following such Borrower's receipt (or the Administrative Borrower's receipt on behalf of such Borrower) of documents from L/C Issuer) of any non-compliance with the instructions from such Borrower (or the Administrative Borrower on behalf of such Borrower) and of any discrepancy in any document under any presentment or other irregularity. Borrowers understand and agree that neither L/C Issuer nor Canadian Underlying Issuer is required to extend the expiration date of any Letter of Credit for Canadian Reimbursement Undertaking for any reason. With respect to any Letter of Credit or Canadian Reimbursement Undertaking containing an "automatic amendment" to extend the expiration date of such Letter of Credit or Canadian Reimbursement Undertaking, L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit or Canadian Reimbursement Undertaking and, if a Borrower does not at any time want the then current expiration date of such Letter of Credit or Canadian Reimbursement Undertaking to be extended, such Borrower (or the Administrative Borrower on behalf of such Borrower) will so notify Administrative Agent and L/C Issuer at least thirty (30) calendar days before L/C Issuer is required to notify the beneficiary of such Letter of Credit, Canadian Underlying Issuer or any advising bank of such non-extension pursuant to the terms of such Letter of Credit or Canadian Reimbursement Undertaking, as applicable.

(i) The reimbursement and payment obligations of each Borrower under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit any Canadian Reimbursement Undertaking, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) L/C Issuer or any of its branches or Affiliates or Canadian Underlying Issuer being the beneficiary of any Letter of Credit;

(iv) L/C Issuer or any correspondent or Canadian Underlying Issuer honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or any of its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, L/C Issuer or Canadian Underlying Issuer or any other Person;

(vi) L/C Issuer or any correspondent or Canadian Underlying Issuer honoring a drawing upon receipt of an electronic presentation under a Letter of Credit or Canadian Reimbursement Undertaking requiring the same, regardless of whether the original Drawing Documents arrive at L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Borrower's or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against L/C Issuer, or Canadian Underlying Issuer, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that, subject to Section 2.03(g) above, the foregoing shall not release L/C Issuer or Canadian Underlying Issuer from such liability to the applicable Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against L/C Issuer or Canadian Underlying Issuer following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the applicable Borrower to L/C Issuer arising under, or in connection with, this Section 2.03 or any Letter of Credit or Canadian Reimbursement Undertaking.

(j) Without limiting any other provision of this Agreement, L/C Issuer and each other Letter of Credit Related Person (if applicable) shall not be responsible to any Borrower for, and L/C Issuer's and Canadian Issuing Lender's rights and remedies against a Borrower and the obligation of a Borrower to reimburse L/C Issuer for each drawing under each Letter of Credit and each Canadian Reimbursement Undertaking shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than L/C Issuer's or Canadian Underlying Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that L/C Issuer and Canadian Underlying Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to any Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and any Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where L/C Issuer or Canadian Underlying Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by L/C Issuer or Canadian Underlying Issuer if subsequently L/C Issuer or Canadian Underlying Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by L/C Issuer or Canadian Underlying Issuer to have been made in violation of international, federal, state, provincial, territorial or local restrictions on the transaction of business with certain prohibited Persons.

(k) The applicable Borrower shall pay immediately upon demand to Administrative Agent for the account of L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Loan Account shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(k)): (i) a fronting fee ("Fronting Fee") which shall be imposed by L/C Issuer equal to one hundred twenty-five hundredths of one percent (0.125%) per annum times the average amount of the LC Exposure during the immediately preceding month, plus (ii) any and all other customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, L/C Issuer, or Canadian Underlying Issuer or by any adviser, confirming institution or entity or other nominated person, relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations). Canadian Borrowers shall also pay directly to Canadian Underlying Issuer all of its fees, commissions and charges in respect of Canadian Letters of Credit issued by such Canadian Underlying Issuer upon written demand.

(l) If by reason of (x) any Change in Law, or (y) compliance by L/C Issuer or Canadian Underlying Issuer or any other Lender with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority including, Regulation D of the Board of Governors as from time to time in effect (and any successor thereto):

(i) any reserve, deposit, or similar requirement is or shall be imposed or modified in respect of any Letter of Credit or Canadian Reimbursement Undertaking issued or caused to be issued hereunder or hereby, or any Loans or obligations to make Loans hereunder or hereby, or

(ii) there shall be imposed on L/C Issuer or Canadian Underlying Issuer or any other Lender any other condition regarding any Letter of Credit, Canadian Reimbursement Undertaking, Loans, or obligations to make Loans hereunder,

and the result of the foregoing is to increase, directly or indirectly, the cost to L/C Issuer or Canadian Underlying Issuer or any other Lender of issuing, making, participating in, or maintaining any Letter of Credit, Canadian Reimbursement Undertaking or to reduce the amount receivable in respect thereof, then, and in any such case, Administrative Agent may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify Borrowers, and Borrowers shall pay within thirty (30) days after demand therefor, such amounts as Administrative Agent may specify to be necessary to compensate L/C Issuer or any other Lender or Canadian Underlying Issuer for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans hereunder; provided, that, (A) Borrowers shall not be required to provide any compensation pursuant to this Section 2.03(l) for any such amounts incurred more than one hundred eighty (180) days prior to the date on which the demand for payment of such amounts is first made to Borrowers, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by Administrative Agent of any amount due pursuant to this Section 2.03(l), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(m) Each standby Letter of Credit shall expire not later than the date that is twelve (12) months after the date of the issuance of such Letter of Credit; provided, that, any standby Letter of Credit

may provide for the automatic extension thereof for any number of additional periods each of up to one (1) year in duration; provided further, that with respect to any Letter of Credit which extends beyond the Maturity Date, Letter of Credit Collateralization shall be provided therefor on or before the date that is five (5) Business Days prior to the Maturity Date. Each commercial Letter of Credit shall expire on the earlier of (i) one hundred twenty (120) days after the date of the issuance of such commercial Letter of Credit and (ii) five (5) Business Days prior to the Maturity Date.

(n) If (i) any Event of Default shall occur and be continuing, or (ii) Excess Availability shall at any time be less than zero, then on the Business Day following the date when the Administrative Borrower receives notice from Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with LC Exposure representing greater than fifty percent (50%) of the total Letter Credit Exposure) demanding Letter of Credit Collateralization pursuant to this Section 2.03(n) upon such demand, Borrowers shall provide Letter of Credit Collateralization with respect to the then existing LC Exposure. If Borrowers fail to provide Letter of Credit Collateralization as required by this Section 2.03(n), the Lenders may (and, upon direction of Administrative Agent, shall) advance, as Revolving Credit Loans the amount of the cash collateral required pursuant to the Letter of Credit Collateralization provision so that the then existing LC Exposure is cash collateralized in accordance with the Letter of Credit Collateralization provision (whether or not the Commitments have terminated, an Overadvance exists or the conditions in Article IV are satisfied).

(o) Unless otherwise expressly agreed by L/C Issuer or Canadian Underlying Issuer and Borrowers when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to each commercial Letter of Credit.

(p) L/C Issuer or Canadian Underlying Issuer shall be deemed to have acted with due diligence and reasonable care if L/C Issuer's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit or Canadian Reimbursement Undertaking that remain outstanding.

(s) At Borrowers' costs and expense, Borrowers shall execute and deliver to L/C Issuer or Canadian Underlying Issuer such additional certificates, instruments and/or documents and take such additional action as may be reasonably requested by L/C Issuer or Canadian Underlying Issuer to enable L/C Issuer or Canadian Underlying Issuer to issue any Letter of Credit or Canadian Reimbursement Undertaking pursuant to this Agreement and related Issuer Document, to protect, exercise and/or enforce L/C Issuers' and Canadian Underlying Issuer's rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document. Each Borrower irrevocably appoints L/C Issuer and Canadian Underlying Issuer as its attorney-in-fact and authorizes L/C Issuer, and Canadian Underlying Issuer, without notice to Borrowers, to execute and deliver ancillary documents and letters customary in the letter of credit business that may include but are not limited to advisements, indemnities, checks, bills of exchange and issuance documents. The power of attorney granted by the Borrowers is limited solely to such actions related to the issuance, confirmation or amendment of any Letter of Credit

and Canadian Reimbursement Undertakings and to ancillary documents or letters customary in the letter of credit business. This appointment is coupled with an interest.

Section 2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lender agrees to make loans denominated in Dollars or Canadian Dollars, as selected by the Administrative Borrower (each such loan, a "Swing Line Loan") to any applicable Borrower from time to time on any Business Day (other than the Closing Date) until the Business Day prior to the Maturity Date with respect to the Revolving Credit Facility in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Revolving Credit Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Revolving Credit Commitment; provided that after giving effect to any Swing Line Loan, (x) the aggregate Total Revolving Credit Outstandings shall not exceed the Line Cap and (y) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Revolving Credit Commitment then in effect; provided further that Swing Line Lender shall not be required to make any Swing Line Loan at any time that any Lender is a Defaulting Lender, unless after giving effect to the requested Swing Line Loans the requirements of Section 2.16(e) have been satisfied; provided further that the Borrowers shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan; and provided further that on and after the First Amendment Effective Date, the Swing Line Lender will not make Swing Line Loans (x) to the Canadian Borrowers or (y) denominated in Canadian Dollars. Within the foregoing limits, and subject to the other terms and conditions hereof, the applicable Borrowers may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall be a Base Rate Loan or a Canadian Base Rate Loan, as applicable. Immediately upon the making of a Swing Line Loan, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Administrative Borrower's irrevocable notice to the Swing Line Lender, which may be given by telephone or electronic mail. Each such notice must be received by the Swing Line Lender not later than 3:00 p.m., New York City time, on the requested borrowing date, and shall specify (i) the applicable Borrower, (ii) the amount to be borrowed, which shall be a minimum of $100,000 (and any amount in excess thereof shall be an integral multiple of $25,000), (iii) the requested borrowing date, which shall be a Business Day and (iv) whether the borrowing is an Base Rate Loan or Canadian Base Rate Loan. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer of the Administrative Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will, provided that all applicable conditions in Section 4.02 are satisfied, not later than 3:00 p.m., New York City time, on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the applicable Borrowers.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request, on behalf of the applicable Borrower(s) (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Revolving Credit Lender make a Base Rate Loan or, solely prior to the First Amendment Effective Date, a Canadian Base Rate Loan, as applicable,

in an amount equal to such Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Committed Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans or Canadian Base Rate Loan, as applicable, but subject to the unutilized portion of the aggregate Revolving Credit Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrowers with a copy of the applicable Committed Loan Notice promptly after delivering such notice to the Administrative Agent. Each Revolving Credit Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Committed Loan Notice available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office for payments not later than 1:00 p.m., New York City time, on (x) if such notice is received at or prior to 11:00 a.m., New York City time, the day specified in such Committed Loan Notice or (ii) if such notice is received after 11:00 a.m., New York City time, on the day following the day specified in such Committed Loan Notice, whereupon, subject to Section 2.04(c)(ii), each Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan or Canadian Base Rate Loan, as applicable, to the Borrowers in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Credit Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Loans or Canadian Base Rate Loan, as applicable, submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Revolving Credit Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Credit Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at the greater of the Federal Funds Rate, or if the Federal Funds Rate is not available, a rate determined by the Administrative Agent in consultation with the Borrowers in accordance with banking industry rules on interbank compensation. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent demonstrable error.

(iv) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided that each Revolving Credit Lender's obligation to make Revolving Credit Loans (but not to purchase and fund risk participations in Swing Line Loans) pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrowers to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Revolving Credit Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Revolving Credit Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrowers for interest on the Swing Line Loans. Until each Revolving Credit Lender funds its Base Rate Loan or Canadian Base Rate Loan, as applicable, or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrowers shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

(g) [Reserved].

Section 2.05 Prepayments.

(a) Optional Prepayments.

(i) The Borrowers may, upon notice to the Administrative Agent by the Administrative Borrower (such notice, the "Prepayment Notice"), at any time or from time to time voluntarily prepay Revolving Credit Loans in whole or in part without premium or penalty (except as set forth in Section 3.04); provided that (1) the Prepayment Notice must be received by the Administrative Agent not later than 1:00 p.m., New York City time (A) three (3) RFR Business Days prior to any date of prepayment of Term SOFR Loans or Canadian BA Rate Loans, as applicable, and (B) one (1) Business Day prior to the date of prepayment of Base Rate Loans or Canadian Base Rate Loans, as applicable, (2) any prepayment of Term SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof or, in each case, the entire principal amount thereof then outstanding and (3) any prepayment of Base Rate Loans or Canadian Base Rate Loans, as applicable, shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, the entire principal amount thereof then outstanding. The Prepayment Notice shall specify the date and amount of such prepayment and the Class(es) and Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Appropriate Lender of its receipt of each such Prepayment Notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If the Prepayment Notice is given by the Administrative Borrower, the Borrowers shall make such prepayment and the payment amount specified in such the Prepayment Notice shall be due and payable on the date specified therein.

Any prepayment of a Term SOFR Loan or Canadian BA Rate Loans, as applicable, shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.04.

(ii) The Borrowers may, upon notice to the applicable Swing Line Lender (with a copy to the Administrative Agent) from the Administrative Borrower, at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (1) such notice must be received by such Swing Line Lender and the Administrative Agent not later than 1:00 p.m., New York City time, on the date of the prepayment and (2) any such prepayment of Swing Line Loans made shall be in a minimum principal amount of $100,000 or a whole multiple of $100,000 in excess thereof, or the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment.

(iii) The Borrowers may not prepay FILO Term Loans unless and until the Termination Conditions have been satisfied in respect of the Revolving Credit Commitments and Revolving Credit Exposures.

(iv) Notwithstanding anything to the contrary contained in this Agreement, the Borrowers may rescind any notice of prepayment under Section 2.05(a) if such prepayment would have resulted from a refinancing of all of the Facilities, which refinancing shall not be consummated or shall otherwise be delayed.

(v) In the event that (x) the Borrowers make any voluntary prepayment of 2024 Delayed Draw FILO Loans or (y) all or a portion of the 2024 Delayed Draw FILO Loans are accelerated (or deemed accelerated) for any reason, including because of the occurrence and continuance of any Event of Default, the commencement of any bankruptcy, examinership, reorganization, insolvency or liquidation proceeding or other proceeding pursuant to any applicable Debtor Relief Laws, sale, disposition, or encumbrance (including that by operation of law or otherwise) (each of the foregoing, a "2024 Delayed Draw FILO Event") prior to the Maturity Date, then, in each case, the Borrowers shall pay to the Administrative Agent, for the ratable account of each applicable 2024 Delayed Draw FILO Lender, a prepayment premium equal to, the Make Whole 2024 Delayed Draw FILO Amount (the "2024 Delayed Draw FILO Prepayment Premium"); provided, that with respect to any 2024 Delayed Draw FILO Event in connection with a Change of Control or sale of all or substantially all assets of the Borrower, at any time during the period from the Third Amendment Effective Date through, but excluding, the twelve (12) month anniversary of the Third Amendment Effective Date, such prepayment premium shall instead equal 2.00% of the principal amount of the 2024 Delayed Draw FILO Loans being repaid, prepaid or required to be prepaid, on such date. In addition, if a 2024 Delayed Draw FILO Event in connection with a Change of Control or sale of all or substantially all assets of the Borrowers does not occur on or prior to December 31, 2024, the Borrowers shall pay to the Administrative Agent, for the ratable account of each applicable 2024 Delayed Draw FILO Lender, an exit fee ("Exit Fee"), in addition to the prepayment premiums required in this Section 2.05(a)(v), equal to 1.00% of the principal amount of the 2024 Delayed Draw FILO Loans being repaid, prepaid, required to be prepaid or accelerated, on such date, which such Exit Fee shall be due and payable upon the earlier of (i) the maturity of the 2024 Delayed Draw FILO Loans and (ii) the date the 2024 Delayed Draw FILO Loans are repaid, prepaid, refinanced or replaced in full (whether voluntarily or mandatorily, including as a result of acceleration of the maturity of the 2024 Delayed Draw FILO Loans).

(vi) Without limiting the generality of Section 2.05, and notwithstanding anything to the contrary in this Agreement or any other Loan Document, the Loan Parties hereby acknowledge and agree that if the Obligations in respect of the 2024 Delayed Draw FILO Loans

are accelerated for any reason, including because of an Event of Default (including by operation of law or otherwise), the commencement of any Bankruptcy Event or other proceeding pursuant to any applicable Debtor Relief Laws, sale, disposition or encumbrance (including that by operation of law or otherwise) or a satisfaction or release by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure or by any other means, the 2024 Delayed Draw FILO Prepayment Premium and the Exit Fee, determined as of the date of acceleration will also be due and payable as though said Obligations in respect of the 2024 Delayed Draw FILO Loans were voluntarily prepaid as of such date and shall constitute part of the Obligations in respect of the 2024 Delayed Draw FILO Loans, in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each 2024 Delayed Draw FILO Lender's lost profits as a result thereof. The 2024 Delayed Draw FILO Prepayment Premium and the Exit Fee payable in accordance with the immediately preceding sentence shall be presumed to be the liquidated damages sustained by each 2024 Delayed Draw FILO Lender as the result of the early acceleration of the Obligations in respect of the 2024 Delayed Draw FILO Loans owed to such Lender and the Loan Parties agree that it is reasonable under the circumstances. The Loan Parties expressly agree that: (i) the 2024 Delayed Draw FILO Prepayment Premium and the Exit Fee are reasonable and are the product of an arm's length transaction between sophisticated business people, ably represented by counsel, (ii) the 2024 Delayed Draw FILO Prepayment Premium and the Exit Fee shall be payable notwithstanding the then-prevailing market rates at the time payment is made, (iii) there has been a course of conduct between 2024 Delayed Draw FILO Lenders and the Loan Parties giving specific consideration for such agreement to pay the 2024 Delayed Draw FILO Prepayment Premium and the Exit Fee, and (iv) the 2024 Delayed Draw FILO Prepayment Premium and the Exit Fee represent a good faith, reasonable estimate and calculation of the lost profits or damages of the 2024 Delayed Draw FILO Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the 2024 Delayed Draw FILO Lenders or profits lost by the 2024 Delayed Draw FILO Lenders as a result of any repayment, prepayment, or the 2024 Delayed Draw FILO Loans otherwise becoming due and payable. THE LOAN PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE 2024 DELAYED DRAW FILO PREPAYMENT PREMIUM AND THE EXIT FEE IN CONNECTION WITH ANY ACCELERATION OF THE OBLIGATIONS IN RESPECT OF THE 2024 DELAYED DRAW FILO LOANS. The Loan Parties expressly acknowledge that their respective agreement to pay the 2024 Delayed Draw FILO Prepayment Premium and the Exit Fee as herein described is a material inducement to the 2024 Delayed Draw FILO Lenders to provide the 2024 Delayed Draw FILO Commitments hereunder and to make the 2024 Delayed Draw FILO Loans. Furthermore, the Loan Parties acknowledge and agree that the Loan Parties and their respective Affiliates shall be estopped hereafter from claiming differently than as agreed to with respect to the 2024 Delayed Draw FILO Prepayment Premium and the Exit Fee and the Loan Parties acknowledge and agree that the 2024 Delayed Draw FILO Prepayment Premium and the Exit Fee are not intended to act as a penalty or to punish the Loan Parties for any action.

(b) Mandatory Prepayments.

(i) Revolving Loan Repayments. If at any time, the aggregate principal amount of Total Revolving Credit Outstandings (excluding the face amount of any Letters of Credit that are Cash Collateralized) exceeds the Line Cap, the Administrative Borrower shall promptly (but in any event within one Business Day) pay outstanding Revolving Credit Loans, as applicable, in an amount equal to such excess, which shall be applied pursuant to Section 8.04; provided that nothing in this clause (b)(i) shall reduce the Revolving Credit Commitments.

(ii) Letter of Credit Usage. In the event the Outstanding Amount of all L/C Obligations (such amount, the "Letter of Credit Usage") exceeds the applicable Letter of Credit Sublimit, the Administrative Borrower shall promptly (but in any event within one Business Day) Cash Collateralize in accordance with the Letter of Credit Collateralization provision such Letter of Credit Usage in the amount that such Letter of Credit Usage exceeds the applicable Letter of Credit Sublimit, and thereupon such cash shall be deemed to reduce the aggregate Letter of Credit Usage by an equivalent amount.

(iii) Canadian Loan Limit. If at any time, the aggregate principal amount of Revolving Credit Exposures (excluding the face amount of any Letters of Credit that are Cash Collateralized) (x) to the Canadian Borrowers outstanding or (y) denominated in Canadian Dollars exceed the Canadian Loan Limit, the applicable Borrowers shall promptly (but in any event within one Business Day) pay outstanding Revolving Credit Loans, as applicable, in an amount equal to such excess, which shall be applied pursuant to Section 8.04; provided that nothing in this clause (b)(iii) shall reduce the Revolving Credit Commitments.

(iv) Payments Generally. Subject to Section 3.04 hereof, all such payments in respect of the Revolving Credit Loans pursuant to this Section 2.05 shall be without premium or penalty. All interest accrued on the principal amount of the Revolving Credit Loans paid pursuant to this Section 2.05 shall be paid, or may be charged by the Administrative Agent to any loan account(s) of the applicable Borrower(s), at the Administrative Agent's option, on the date of such payment. Interest shall accrue and be due, until the next Business Day, if the amount so paid by the Borrowers to the bank account designated by the Administrative Agent for such purpose is received in such bank account after 3:00 p.m., New York City time.

(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 Canadian BA Rate Loans, as applicable, on a date other than the last day of an Interest Period therefor, any amounts owing in respect of such Term SOFR Loan or Canadian BA Rate Loans, as applicable, pursuant to Section 3.04.

(d) Charging Loan Account. Borrowers hereby authorize the Administrative Agent, from time to time, without prior notice to the Administrative Borrower, to charge to the Loan Account (A) on the first day of each month, all interest accrued during the prior month on the Revolving Credit Loans, the FILO Term Loan or the 2024 Delayed Draw FILO Loans hereunder, (B) on the first Business Day of each month, all Letter of Credit Fees accrued or chargeable hereunder during the prior month, (C) as and when incurred or accrued, all fees and costs provided for in Section 2.09, (D) on the first day of each month, the Unused Line Fee accrued during the prior month, (E) as and when due and payable, all other fees payable hereunder or under any of the other Loan Documents, (F) as and when incurred or accrued, all of the Lender Group Expenses (after providing an invoice therefore) and (F) as and when due and payable all other payment obligations payable under any Loan Document.

Section 2.06 Termination or Reduction of Revolving Credit Commitments; Mandatory Reduction of FILO Commitments and 2024 Delayed Draw FILO Commitments.

(a) Optional. The Administrative Borrower may (on behalf of the Borrowers), upon written notice to the Administrative Agent, terminate the unused Revolving Credit Commitments or 2024 Delayed Draw FILO Commitment, as applicable, of any Class, or from time to time permanently reduce the unused Revolving Credit Commitments or 2024 Delayed Draw FILO Commitment, as applicable, of any Class; provided that (i) any such notice shall be received by the Administrative Agent three (3) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate

amount of $1,000,000 or any whole multiple of $100,000 in excess thereof and (iii) if, after giving effect to any reduction of the Revolving Credit Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the amount of the Revolving Credit Facility, such sublimit shall be automatically reduced by the amount of such excess. The amount of any such Revolving Credit Commitment reduction shall not be applied to the Letter of Credit Sublimit or the Swing Line Sublimit unless otherwise specified by the Administrative Borrower. It being understood and agreed that the Administrative Borrower may allocate any termination or reduction of Revolving Credit Commitments among Classes of Revolving Credit Commitments at its direction. Notwithstanding the foregoing, the Administrative Borrower may rescind or postpone any notice of termination of the Revolving Credit Commitments or 2024 Delayed Draw FILO Commitment, as applicable, if such termination would have resulted from a refinancing of all of the applicable Revolving Credit Facility or 2024 Delayed Draw FILO Facility, as applicable, which refinancing shall not be consummated or otherwise shall be delayed.

(b) Mandatory. The FILO Commitments of each FILO Term Lender shall be automatically and permanently reduced to $0 upon the making of such FILO Term Lender's FILO Term Loans pursuant to Section 2.01(b) on the Closing Date. The Initial 2024 Delayed Draw FILO Commitments of each 2024 Delayed Draw FILO Lender shall be automatically and permanently reduced to $0 upon the making of the Initial 2024 Delayed Draw FILO Borrowing on the Third Amendment Effective Date. The Subsequent 2024 Delayed Draw FILO Commitments of each 2024 Delayed Draw FILO Lender shall be automatically and permanently reduced (x) on each 2024 Delayed Draw FILO Funding Date and (y) to $0 upon the 2024 Delayed Draw FILO Commitment Termination Date.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of unused portions of the Letter of Credit Sublimit, the Swing Line Sublimit or the unused Revolving Credit Commitments of any Class under this Section 2.06. Upon any reduction of unused Revolving Credit Commitments of any Class, the Revolving Credit Commitment of each Lender of such Class shall be reduced by such Lender's Applicable Percentage of the amount by which such Revolving Credit Commitments are reduced (other than the termination of the Revolving Credit Commitment of any Lender as provided in Section 3.06).

Section 2.07 Repayment of Loans.

(a) Revolving Credit Loans. The Administrative Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders on the Maturity Date for the Revolving Credit Facility the aggregate principal amount of all of their Revolving Credit Loans outstanding on such date.

(b) Swing Line Loans. The Administrative Borrower shall repay their Swing Line Loans on the earlier to occur of (i) the date five (5) Business Days after such Loan is made and (ii) the Maturity Date for the Revolving Credit Facility.

(c) FILO Term Loans. The Administrative Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders on the Maturity Date for the FILO Facility the aggregate principal amount of all of their FILO Term Loans outstanding on such date.

(d) 2024 Delayed Draw FILO Loans. The Administrative Borrower shall repay to the Administrative Agent for the ratable account of the Appropriate Lenders on the Maturity Date for the 2024 Delayed Draw FILO Facility the aggregate principal amount of all of their 2024 Delayed Draw FILO Loans outstanding on such date.

Section 2.08 Interest.

(a) Subject to the provisions of Section 2.08(b), (i) each Term SOFR Loan funded in Dollars shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Adjusted Term SOFR for such applicable Interest Period plus the Applicable Rate; and (ii) each Base Rate Loan funded in Dollars 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. Subject to the provisions of Section 2.08(b), (i) each Canadian BA Rate Loan funded in Canadian Dollars shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Canadian BA Rate Loan for such applicable Interest Period plus the Applicable Rate; and (ii) each Canadian Base Rate Loan funded in Canadian Dollars shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Canadian Base Rate plus the Applicable Rate.

(b) The Borrowers shall pay interest on past due amounts under this Agreement at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand to the fullest extent permitted by and subject to applicable Laws, including in relation to any required additional agreements.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) For the purposes of the Interest Act (Canada), the yearly rate of interest to which any rate calculated on the basis of a period of time different from the actual number of days in the year (360 days, for example) is equivalent is the stated rate multiplied by the actual number of days in the year (365 or 366, as applicable) and divided by the number of days in the shorter period (360 days, in the example), and the parties hereto acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest. Each Loan Party hereby irrevocably agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to the Loan Documents, that the interest payable under the Loan Documents and the calculation thereof has not been adequately disclosed to the Borrowers or any other Loan Party, whether pursuant to Section 4 of the Interest Act (Canada) or any other applicable law or legal principle.

(e) Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark, or any component definition thereof or rates referenced in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.02, will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, such Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of a Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto

and such transactions may be adverse to a Borrower. Administrative Agent may select information sources or services in its reasonable discretion to ascertain any Benchmark, any component definition thereof or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any 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 calculation of any such rate (or component thereof) provided by any such information source or service. Each determination of any Benchmark (or any Benchmark Replacement) shall be made by Administrative Agent and shall be conclusive in the absence of manifest error.

(f) In connection with the use or administration of the Term SOFR Reference Rate or any other Benchmark, the Administrative Agent 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. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of the Term SOFR Reference Rate or any other Benchmark.

Section 2.09 Fees.

(a) Unused Commitment Fee. The Borrowers agree to pay in same day funds in Dollars to the Administrative Agent for the account of each Revolving Credit Lender a commitment fee (the "Unused Commitment Fee") on the average daily amount by which the Revolving Credit Commitment of such Lender exceeds such Lender's Applicable Percentage of the sum of (i) the aggregate outstanding principal amount of Revolving Credit Loans for the applicable Class and (ii) the aggregate maximum amount then available to be drawn under all outstanding Letters of Credit from the Closing Date through the Revolving Credit Termination Date at the Applicable Unused Commitment Fee Rate, payable in arrears (x) on the first calendar day of each fiscal month, commencing on the Closing Date and (y) on the Revolving Credit Termination Date.

(b) Field Examination, Appraisal and Valuation Fees. Subject to any limitations set forth in this Agreement, the Administrative Borrower shall pay to the Administrative Agent, field examination, appraisal and valuation fees and charges, as and when incurred or chargeable, as follows: (i) a fee of $1,000 per day, per examiner, plus out of pocket expenses (including travel, meals and lodging) for each field examination of any Loan Party or its Subsidiaries performed by or on behalf of Administrative Agent and (ii) the fees, charges or expenses paid or incurred by Administrative Agent if it elects to employ the service of one or more third Persons to appraise the Collateral, or any portion thereof.

(c) Letter of Credit Fee. The Administrative Borrower agree to pay the following (collectively, the "Letter of Credit Fee"): (i) to Administrative Agent (for the ratable benefit of the Revolving Credit Lenders), a Letter of Credit fee (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.03(k)) that shall accrue at a per annum rate equal to the Applicable Rate for Term SOFR Loans or Canadian BA Rate Loans, as applicable times the average amount of the U.S. LC Exposure, or Canadian LC Exposure, as applicable, during the immediately preceding month. The Letter of Credit Fee shall be due and payable at the end of each fiscal month and on the Revolving Credit Termination Date, commencing with the first such date to occur after the issuance of such Letter of Credit, on the expiration date of any Letter of Credit and thereafter on demand. If there is any change in the Applicable Rate during any fiscal month, the daily maximum amount of each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such month that such Applicable Rate was in effect.

(d) Fees Separately Agreed. The Borrowers shall pay to the Agents such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever (except as expressly agreed between the Borrowers and the applicable Agent).

(e) 2024 Delayed Draw FILO Unutilized Fee. The Borrowers agree to pay to the 2024 Delayed Draw FILO Lenders having Subsequent 2024 Delayed Draw FILO Commitments a ticking fee (the "2024 Delayed Draw FILO Unutilized Fee") during the 2024 Delayed Draw FILO Commitment Period, calculated in an amount equal to the average daily balance of the outstanding Subsequent 2024 Delayed Draw FILO Commitments, *multiplied by a per annum* rate equal to 3.50%. Subject to the following sentence, the 2024 Delayed Draw FILO Unutilized Fee shall accrue on outstanding Subsequent 2024 Delayed Draw FILO Commitments from and including the last day on which the 2024 Delayed Draw FILO Unutilized Fee was paid (or, if no such payment date has yet been made, from and including the Third Amendment Effective Date) and shall be due and payable in arrears on (x) the earlier of (i) each Interest Payment Date with respect to the 2024 Delayed Draw FILO Loans and (ii) each 2024 Delayed Draw FILO Funding Date solely to the extent of the Subsequent 2024 Delayed Draw FILO Commitments funded as 2024 Delayed Draw FILO Loans on such 2024 Delayed Draw FILO Funding Date and (y) the date on which the Borrowers terminate all or any portion of the Subsequent 2024 Delayed Draw FILO Commitments pursuant to Section 2.06(a) solely to the extent of such Subsequent 2024 Delayed Draw FILO Commitments terminated as of such date (and, in each case, such payment shall not affect the accrual of the 2024 Delayed Draw FILO Unutilized Fee or timing of payment thereof on the remaining outstanding Subsequent 2024 Delayed Draw FILO Commitments pursuant to the foregoing sentence).

(f) 2024 Delayed Draw FILO Funding Fee. The Borrowers agree to pay on each 2024 Delayed Draw FILO Funding Date, solely after the Third Amendment Effective Date, to each 2024 Delayed Draw FILO Lender, as fee compensation for the funding of such 2024 Delayed Draw FILO Loans, a funding fee (the "**2024 Delayed Draw FILO Funding Fee**") in an amount equal to ___% of the stated principal amount of the 2024 Delayed Draw FILO Loans made by such 2024 Delayed Draw FILO Lender on such 2024 Delayed Draw FILO Funding Date. The 2024 Delayed Draw FILO Funding Fee will be in all respects fully earned, due and payable on the applicable 2024 Delayed Draw FILO Funding Date, and each fee shall be non-refundable and non-creditable thereafter. For the avoidance of doubt, the 2024 Delayed Draw FILO Funding Fee shall not be duplicative of the Upfront Fee (as defined in the Third Amendment).

(g) 2024 Delayed Draw FILO Collateral Monitoring Fee. In consideration of Wells Fargo's agreement to act as 2024 Delayed Draw FILO Collateral Agent under the 2024 Delayed Draw FILO Facility in respect of the Term Loan Priority Collateral, Borrowers agree to pay to Wells Fargo an annual collateral monitoring fee (the "2024 Delayed Draw FILO Collateral Monitoring Fee") in the amount of $____ per year, which such fee will be in all respects fully earned, due and payable in advance on the Third Amendment Effective Date and on the first day of each year thereafter.

Section 2.10 Computation of Interest and Fees.

All computations of interest for Base Rate Loans, Canadian Base Rate Loans and Canadian BA Rate Loans, as applicable, shall be made on the basis of a year of three hundred sixty five (365) days or three hundred sixty-six (366) days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a three hundred sixty (360) day year and actual days elapsed. Interest shall accrue on each Loan for the day on which such Loan is made, and shall not accrue on such Loan, or any portion thereof, for the day on which such Loan or such portion is paid; provided that any such Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one (1) day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

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 by one or more entries in the Register. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers 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 Register, the Register shall be conclusive in the absence of demonstrable error. Upon the request of any Lender made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Revolving Credit Note payable to such Lender or its registered assigns, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Revolving Credit Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

Section 2.12 Payments Generally.

(a) All payments to be made by the Administrative Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Administrative Borrower 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 or Canadian Dollars, as applicable, and in immediately available funds not later than 3:00 p.m. New York City time on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Applicable Lending Office. All payments received by the Administrative Agent after 3:00 p.m. New York City time, shall (in the sole discretion of the Administrative Agent) be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. All payments under each Loan Document shall be made in Dollars or Canadian Dollars, as applicable.

(b) Except as set forth in the definition of "Interest Period", if any payment to be made by the Administrative 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.

(c) Unless the Administrative Agent shall have received notice from the Administrative Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Administrative Borrower will not make such payment, the Administrative Agent may assume that the Administrative Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. With Respect to any payment that the Administrative Agent makes for the account of the Lenders hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) the Administrative Borrower has not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Administrative Borrower (whether or not then owed); or (3) the Administrative agent has for any reason otherwise erroneously made such payment; then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A notice of the Administrative

Agent to any Lender or the Administrative Borrower with respect to any amount owing under this clause (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 Borrowers 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) The obligations of the Lenders hereunder to make Loans and to fund participations in Letters of Credit and Swing Line Loans are several and not joint. The failure of any Lender to make any Loan or to fund any such participation on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or purchase its participation.

(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 8.04. 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, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Applicable Percentage of the sum of (a) the Outstanding Amount of all Loans outstanding at such time and (b) the Outstanding Amount of all L/C Obligations outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender.

Section 2.13 Sharing of Payments. If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans made by it, or the participation in L/C Obligations or Swing Line Loans held by it, any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its ratable share that it is owed (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase at par from the other Lenders such participations in the Loans made by them and/or subparticipations in the participations in L/C Obligations or Swing Line Loans held by them, as the case may be, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans or such participations, as the case may be, pro rata with each of them; provided that (x) 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, (y) the provisions of this Section 2.13 shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or any

payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in L/C Obligations to any assignee or participant and (z) the provisions of this Section 2.13 shall not be construed to apply to any disproportionate payment obtained by a Lender of any Class as a result of the extension by Lenders of the maturity date or expiration date of some but not all Loans or Commitments of that Class or any increase in the Applicable Rate (or other pricing term, including any fee, discount or premium) in respect of Loans or Commitments of Lenders that have consented to any such extension to the extent such transaction is permitted hereunder. The Borrowers agree that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by applicable Law, exercise all its rights of payment (including the right of setoff, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of demonstrable 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.

Section 2.14 [Reserved].

Section 2.15 [Reserved].

Section 2.16 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) The Unused Commitment Fee shall cease to accrue on any of the Revolving Credit Commitments of such Defaulting Lender pursuant to Section 2.09(a);

(b) the Outstanding Amount of Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.01); provided that (x) any waiver, amendment or modification of the type described in clause (a), (b) or (c) of the first proviso in Section 10.01 that would apply to the Revolving Credit Commitments or Obligations owing to such Defaulting Lender or (y) any waiver, amendment or modification (other than as described in the forgoing clause (x) requiring the consent of all Lenders or each affected Lender) which affects such Defaulting Lender disproportionally when compared to other affected Lenders, in each case, shall require the consent of such Defaulting Lender with respect to the effectiveness of such waiver, amendment or modification with respect to the Revolving Credit Commitments or Obligations owing to such Defaulting Lender;

(c) 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 IX 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 Administrative Borrower may request (so long as no Default or Event of Default exists), 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 determined by the Administrative Agent; third, 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; fourth, so long as no

Default or Event of Default exists, to the payment of any amounts owing to any Loan Party as a result of any judgment of a court of competent jurisdiction obtained by any Loan Party against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that, if such payment is a payment of the principal amount of any Loans, such payment shall be applied solely to pay the relevant Loans of the relevant non-Defaulting Lenders on a pro rata basis prior to being applied in the manner set forth in this clause (c).

(d) if any Swing Line Obligations or L/C Obligations exist at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swing Line Obligations or L/C Obligations of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent the sum of all non-Defaulting Lenders' Dollar Equivalent of the Revolving Credit Exposures does not exceed the total of all non-Defaulting Lenders' Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within three (3) Business Days following notice by the Administrative Agent (x) first, prepay such Swing Line Obligations and (y) second, Cash Collateralize for the benefit of the L/C Issuer only the Borrowers' obligations corresponding to such Defaulting Lender's L/C Obligations (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.03(c) for so long as such L/C Obligations are outstanding;

(iii) if the Borrowers Cash Collateralize, or backstop, any portion of such Defaulting Lender's L/C Obligations pursuant to clause (ii) above, the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.03 with respect to such Defaulting Lender's L/C Obligations during the period such Defaulting Lender's L/C Obligations are Cash Collateralized or backstopped;

(iv) if the L/C Obligations of the non-Defaulting Lenders are reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.09(b) and 2.10 shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's L/C Obligations is neither reallocated, Cash Collateralized nor backstopped pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the L/C Issuer or any other Lender hereunder, all letter of credit fees payable under Section 2.09(c) with respect to such Defaulting Lender's L/C Obligations shall be payable to the L/C Issuer until and to the extent that such L/C Obligations are reallocated, Cash Collateralized and/or backstopped; and

(e) so long as (i) such Lender is a Defaulting Lender and (ii) a reallocation pursuant to clauses (c)(i) or (c)(ii) above cannot be effectuated, the Swing Line Lenders shall not be required to fund any Swing Line Loan and the L/C Issuer shall not be required to issue, amend or increase any Letter of Credit, unless it has received assurances reasonably satisfactory to it that non-Defaulting Lenders will cover the related exposure and/or cash collateral will be provided by the Borrowers in accordance with Section 2.16(d), and participating interests in any newly made Swing Line Loan or any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.16(d) (and such Defaulting Lender shall not participate therein).

(f) In the event that the Administrative Agent, the Borrowers, the Swing Line Lenders and the L/C Issuer each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swing Line Obligations and L/C Obligations of the Revolving Credit Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Credit Commitment and on such date such Lender shall purchase at par such of the Loans of the other Revolving Credit Lenders (other than Swing Line Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrowers while that Lender was a Defaulting Lender; provided, further, that, subject to Section 10.25, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

Section 2.17 Designation of Administrative Borrower as Borrowers' Agent.

(a) Each Borrower hereby irrevocably designates and appoints the Administrative Borrower as such Borrower's agent and attorney-in-fact for all purposes under the Loan Documents, including obtaining Revolving Credit Loans, Letters of Credit and Swing Line Loans (the proceeds of which shall be available to each Borrower for such uses as are permitted under this Agreement), designation of interest rates, delivery or receipt of communications, preparation and delivery of Borrowing Base and financial reports, receipt and payment of Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect of compliance with covenants), and all other dealings with the Administrative Agent, the Collateral Agent, the L/C Issuer, the Swing Line Lender or any Lender. The Administrative Borrower hereby accepts such appointment. As the disclosed principal for its agent, each Borrower shall be obligated to the Administrative Agent and each Lender on account of Revolving Credit Loans so made, Letters of Credit so issued and Swing Line Loans so made as if made directly by the Lenders to such Borrower, notwithstanding the manner by which such Revolving Credit Loans, Letters of Credit and Swing Line Loans are recorded on the books and records of the Administrative Borrower.

(b) The Administrative Borrower shall act as a conduit for each Borrower (including itself) on whose behalf the Administrative Borrower has requested a Revolving Credit Loan. None of the Agents nor any other Loan Party shall have any obligation to see to the application of such proceeds.

(c) The authority of the Administrative Borrower to request Revolving Credit Loans, Letters of Credit and Swing Line Loans on behalf of, and to bind, the Borrowers, shall continue unless and until the Administrative Agent actually receives written notice of: (i) the termination of such authority; and (ii) the subsequent appointment of a successor the Administrative Borrower, which notice is signed by the respective Responsible Officers of each Borrower; and (iii) written notice from such successive Administrative Borrower accepting such appointment and acknowledging that from and after the date of such appointment, the newly appointed Administrative Borrower shall be bound by the terms hereof, and that as used herein, the term "Administrative Borrower" shall mean and include the newly appointed Administrative Borrower.

(d) The Administrative Agent and Lenders shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any Committed Loan Notice) delivered by the Administrative Borrower on behalf of any Borrower. The Administrative Agent and the Lenders may give any notice or communication with a Borrower hereunder to the Administrative Borrower on behalf of such Borrower. Each of the Administrative Agent, the L/C Issuers, the Swing Line Lender and the Lenders shall have the right, in its discretion, to deal exclusively with the Administrative Borrower for any or all purposes under the Loan Documents.

Section 2.18 Joint and Several Liability.

(a) Each Borrower accepts joint and several liability hereunder in consideration of the financial accommodation to be provided by the Administrative Agent, the Lenders and the L/C Issuers under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of each Borrower to accept joint and several liability for the obligations of each Borrower.

(b) Each Borrower shall be jointly and severally liable for the Obligations, regardless of which Borrower actually receives the Loans hereunder or the amount of the Obligations received or the manner in which the Administrative Agent or any Lender accounts for the Obligations on its books and records. Each Borrower's obligations with respect to Loans made to it, and each Borrower's obligations arising as a result of the joint and several liability of such Borrower hereunder, with respect to Loans or L/C Obligations made to and other Obligations owing by the Borrowers hereunder, shall be separate and distinct obligations, but all such obligations shall be primary obligations of each Borrower.

(c) Each Borrower's obligations arising as a result of the joint and several liability of such Borrower hereunder with respect to Loans made to, Letters of Credit issued on behalf of, and other Obligations owing by the Borrowers hereunder shall, to the fullest extent permitted by law, be unconditional irrespective of (A) the validity or enforceability, avoidance or subordination of the obligations of any other Borrower or of any promissory note or other document evidencing all or any part of the obligations of any other Borrower, (B) the absence of any attempt to collect the Obligations from any other Borrower, any other guarantor, or any other security therefor, or the absence of any other action to enforce the same, (C) the waiver, consent, extension, forbearance or granting of any indulgence by the Administrative Agent or any Lender with respect to any provision of any instrument evidencing the obligations of any other Borrower, or any part thereof, or any other agreement now or hereafter executed by any other Borrower and delivered to the Administrative Agent or any Lender, (D) the failure by the Administrative Agent or any Lender to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for the obligations of any other Borrower, (E) the Administrative Agent's or any Lender's election, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code, (F) any borrowing or grant of a security interest by any other Borrower, as Debtor In Possession under Section 364 of the Bankruptcy Code, (G) the disallowance of all or any portion of the Administrative Agent's or any Lender's claim(s) for the repayment of the obligations of any other Borrower under Section 502 of the Bankruptcy Code, or (H) any other circumstances which might constitute a legal or equitable discharge or defense of a guarantor or of any other Borrower (other than payment in full). With respect to each Borrower's obligations arising as a result of the joint and several liability of such Borrower hereunder with respect to Loans made to the Borrowers hereunder, such Borrower waives, until the Obligations shall have been paid in full and this Credit Agreement and the other Loan Documents shall have been terminated, any right to enforce any right of subrogation or any remedy which the Administrative Agent or any Lender now has or may hereafter have against such Borrower, any endorser or any guarantor of all or any part of the Obligations, and any benefit of, and any right to participate in, any security or collateral given to the Administrative Agent or any Lender to secure payment of the Obligations or any other liability of any Borrower to the Administrative Agent or any Lender.

(d) Upon the occurrence and during the continuation of any Event of Default, the Administrative Agent and the Lenders may proceed directly and at once, without notice, against any Borrower to collect and recover the full amount, or any portion of the Obligations, without first proceeding against any other Borrower or any other Person, or against any security or Collateral for the Obligations. Each Borrower consents and agrees that the Administrative Agent and the Lenders shall be under no obligation to marshal any assets in favor of any Borrower or against or in payment of any or all of the Obligations.

Section 2.19 Security and Priorities.All of the Obligations shall, subject to the Carve-Out, at all times:

(a) Pursuant to section 364(c)(1) of the Bankruptcy Code, constitute allowed superpriority administrative expense claims against the Loan Parties (without the need to file any proof of claim) with priority over any and all claims against the Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy or attachment, which allowed claims (the "DIP Superpriority Claims") shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all pre- and postpetition property of the Loan Parties and all proceeds thereof (excluding Avoidance Actions but including, effective upon entry of the Final Financing Order, Avoidance Proceeds), subject only to the Carve-Out. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that the Interim Financing Order (or, after entry thereof, the Final Financing Order) or any provision thereof is vacated, reversed, amended or otherwise modified, on appeal or otherwise.

(b) Pursuant to Section 364(c)(2) of the Bankruptcy Code, be secured by a valid, perfected, continuing, enforceable, non-avoidable first priority security interest and lien on the Collateral of each Loan Party in each case of this clause (b), (x) to the extent such Collateral is not subject to valid, perfected and non-avoidable liens as of the Petition Date or becomes unencumbered by any such liens in effect as of the Petition Date as a result of the repayment of Prepetition ABL Obligations with the proceeds of any extensions of credit hereunder and (y) Avoidance Actions (it being understood that notwithstanding such exclusion of Avoidance Actions, upon entry of the Final Financing Order, to the extent approved by the Bankruptcy Court, such lien shall attach to any Avoidance Proceeds).

(c) Pursuant to Section 364(c)(3) of the Bankruptcy Code, be secured by (i) a valid, perfected, continuing, enforceable, non-avoidable security interest and lien on the Collateral of each Loan Party, senior in priority to all other Liens or any Prepetition ABL Obligations.

(d) Pursuant to Section 364(d)(1) of the Bankruptcy Code, be secured by a valid, perfected, continuing, enforceable, non-avoidable first priority priming security interest and lien on the Collateral of each Loan Party senior to existing liens that secure any Prepetition ABL Obligations, which priming liens pursuant to this clause (d) shall, for the avoidance of doubt, be senior to any current and future liens granted on the Collateral to or for the benefit of any Prepetition ABL Secured Parties (including, without limitation, to provide adequate protection); provided that the liens pursuant to this clause (d) shall be subject as to priority only to (i) the Carve-Out, (ii) Liens on the Collateral that are valid, binding, enforceable, properly perfected, nonavoidable and senior in priority to the Prepetition ABL Liens (as defined in the Financing Orders) as of the Petition Date (other than those referred to in the foregoing clauses (i) and (ii)), and (ii) Permitted Liens on cash collateral securing Cash Management Agreements with a Cash Management Bank.

Section 2.20 Reserves; Changes to Eligibility Criteria. The Administrative Agent may at any time and from time to time and only in the exercise of Permitted Discretion establish new categories of Reserves (including Priority Payable Reserves) or change eligibility criteria set forth in the definition of "Eligible Accounts", "Eligible Tire Inventory", "Eligible Non-Tire Inventory" or "Eligible Letter of Credit" upon five Business Days' prior written notice to the Administrative Borrower, unless an Event of Default shall have occurred and be continuing in such case no notice shall be required (other than with respect to a

change eligibility criteria in such case notice shall always be required), which any such notice, if required, shall include a reasonably detailed description of such new category of Reserve being established or change to any eligibility criteria set forth in the definition of "Eligible Accounts", "Eligible Tire Inventory", "Eligible Non-Tire Inventory" or "Eligible Letter of Credit" (during which five Business Day period after the initial notice from the Administrative Agent has been received by the Administrative Borrower (x) the Administrative Agent shall, if requested, discuss any such Reserve or change with the Administrative Borrower, (y) the Administrative Borrower may take such action as may be required so that the event, condition or matter that is the basis for such Reserve no longer exists; provided that upon such notice, the Borrowers will not be permitted to borrow so as to exceed the Borrowing Base after giving effect to such new or modified Reserves unless such notice is waived in writing by the Administrative Borrower. Notwithstanding any other provision of this Agreement to the contrary, (a) the amount of any such Reserve or change will have a reasonable relationship to the event, condition or other matter that is the basis for such Reserve or such change, in each case, as determined by the Administrative Agent in good faith and (b) in no event shall Reserves to reflect the dilution of Eligible Accounts be imposed until dilution of Eligible Accounts exceeds 5.0% of the gross face amount of such Eligible Accounts, in which case a Reserve shall be established in an amount no greater than 1.0% of the value of Accounts for each percentage point (or portion thereof) of dilution in excess 5.0%; provided that Reserves to reflect the dilution of Eligible Accounts may reflect fractional percentages in dilution of Eligible Accounts and (z) the amount of any such Reserve will be deducted from the applicable Borrowing Base and will not be available to be borrowed); provided, further, that if, as a result of such adjustment or modification, the FILO Facilities exceed the FILO Borrowing Base then in effect, then the Administrative Borrower shall immediately notify the Administrative Agent of such circumstance but regardless of any such notice, a FILO Pushdown Reserve in the amount of such excess shall be deemed to exist and the Administrative Borrower will not be permitted to request any borrowings or extension of credit under the Revolving Credit Facility so as to cause an Overadvance or an Event of Default after giving effect to such adjustment or modification.

ARTICLE III

Taxes, Increased Costs Protection and Illegality

Section 3.01 Taxes.

(a) Except as provided in this Section 3.01, any and all payments by the Borrowers or any Guarantor to or for the account of any Agent or any Lender under any Loan Document shall be made free and clear of and without deduction for any Taxes unless required by applicable Law. If any 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 Agent or any Lender, (i) if such Taxes are Indemnified Taxes, the sum payable by the Borrowers or applicable Guarantor shall be increased as necessary so that after all required deductions have been made (including deductions applicable to additional sums payable under this Section 3.01), each of such Agent and such Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) such applicable withholding agent shall make such deductions, (iii) such 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 thirty (30) days after the date of such payment by such applicable withholding agent (or, if receipts or evidence are not available within thirty (30) days, as soon as possible thereafter), such applicable withholding agent shall furnish to Administrative Borrower and such Agent or Lender (as the case may be) the original or a facsimile copy of a receipt evidencing payment thereof to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent.

(b) In addition, but without duplication of any amounts payable pursuant to Section 3.01(a) or (c), the Borrowers agree to pay all Other Taxes.

(c) Without duplication of any amounts payable pursuant to Section 3.01(a) or Section 3.01(b), the Borrowers agree to indemnify each Agent and each Lender for (i) the full amount of Indemnified Taxes (including any Indemnified Taxes imposed or asserted by any jurisdiction in respect of amounts payable under this Section 3.01) payable by such Agent and such Lender and (ii) any reasonable expenses arising therefrom or with respect thereto, in each case whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Such Agent or Lender, as the case may be, will, at the Borrowers' request provide the Administrative Borrower with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts which shall be conclusive absent manifest error. Payment under this Section 3.01(c) shall be made within ten (10) days after the date such Lender or such Agent makes a demand therefor. Notwithstanding anything to the contrary contained in this Section 3.01(c), no Loan Party shall be required to indemnify any Agent or any Lender pursuant to this Section 3.01(c) for any incremental interest, penalties or expenses resulting from the failure of such Agent or Lender to notify the Loan Party of such possible indemnification claim within 180 days after such Agent or Lender receives written notice from the applicable taxing authority of the specific tax assessment giving rise to such indemnification claim.

(d) If any Lender or Agent determines, in its reasonable discretion, that it has received a refund in respect of any Indemnified Taxes as to which indemnification or additional amounts have been paid to it by the Borrowers or any Guarantor pursuant to this Section 3.01, it shall promptly remit an amount equal to such refund as soon as practicable after it is determined that such refund pertains to Indemnified Taxes (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers or any Guarantor under this Section 3.01 with respect to the Indemnified Taxes giving rise to such refund plus any interest included in such refund by the relevant taxing authority attributable thereto) to the Borrowers, net of all reasonable out-of-pocket expenses (including any Taxes) of the Lender or Agent, as the case may be and without interest (other than any interest paid by the relevant taxing authority with respect to such refund); provided that the Borrowers, upon the request of the Lender or Agent, as the case may be, agree promptly to return an amount equal to such refund (plus any applicable interest, additions to tax or penalties) to such party in the event such party is required to repay such refund to the relevant taxing authority. Such Lender or Agent, as the case may be, shall, at the Administrative Borrower's request, provide the Administrative Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant taxing authority (provided that such Lender or Agent may delete any information therein that such Lender or Agent deems confidential). Nothing herein contained shall interfere with the right of a Lender or Agent to arrange its Tax affairs in whatever manner it thinks fit nor oblige any Lender or Agent to claim any Tax refund or to make available its Tax returns or disclose any information relating to its Tax affairs or any computations in respect thereof or require any Lender or Agent to do anything that would prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.

(e) Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 3.01(a) or (c) with respect to such Lender it will, if requested by the Borrowers, use commercially reasonable efforts (subject to legal and regulatory restrictions), at Borrowers' expense, to designate another Applicable Lending Office for any Loan affected by such event; provided that such efforts are made on terms that, in the judgment of such Lender, cause such Lender and its Applicable Lending Office(s) to suffer no material economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section 3.01(e) shall affect or postpone any of the Obligations of the Borrowers or the rights of such Lender pursuant to Section 3.01(a) or (c).

(f) Each Lender shall, at such times as are reasonably requested by the Administrative Borrower or the Administrative Agent, provide the Administrative Borrower and the Administrative Agent with any documentation prescribed by law, or reasonably requested by the Administrative Borrower or the Administrative Agent, certifying as to any entitlement of such Lender to an exemption from, or reduction

in, any withholding Tax with respect to any payments to be made to such Lender under any Loan Document. Each such Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any documentation specifically referenced below) expired, obsolete or inaccurate in any material respect, deliver promptly to the Administrative Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or promptly notify the Administrative Borrower and the Administrative Agent in writing of its inability to do so.

Without limiting the generality of the foregoing:

(i) Each Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Administrative Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed original copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding;

(ii) Each Lender that is not a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Administrative 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 when required by Law or upon the reasonable request of the Administrative Borrower or the Administrative Agent) whichever of the following is applicable:

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

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

(3) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) or the Code, (x) a certificate, in substantially the form of Exhibit L (any such certificate a "United States Tax Compliance Certificate"), or any other form approved by the Administrative Agent, to the effect that such Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Administrative Borrower within the meaning of Section 881(c)(3)(B) of the Code or (C) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and (y) two duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable (or any successor forms),

(4) to the extent a Lender is not the beneficial owner (for example, where the Lender is a partnership), Internal Revenue Service Form W-8IMY (or any successor forms) of the Lender, accompanied by a Form W-8ECI, W-8BEN or W-8BEN-E, as applicable (or any successor forms), United States Tax Compliance Certificate, Form W-9, Form W-8IMY (or other successor forms) or any other required information from each beneficial owner, as applicable (provided that, if the Lender is a partnership and one or more direct or indirect partners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Lender on behalf of such direct or indirect partner(s)), or

(5) two duly completed copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury regulations) as a basis for claiming a

complete exemption from, or a reduction in, U.S. federal withholding Tax on any payments to such Lender under the Loan Documents.

(iii) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Administrative Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their FATCA obligations, to determine whether such Lender has or has not complied with such Lender's FATCA obligations and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 3.01(f)(iii), "FATCA" shall include any amendments made to FATCA after the Closing Date.

Notwithstanding any other provision of this clause (f), a Lender shall not be required to deliver any form that such Lender is not legally eligible to deliver.

Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 3.01(f).

(g) For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 3.01, include any L/C Issuer and any Swing Line Lender.

(h) If the Administrative Agent is a "United States person" (as defined in Section 7701(a)(30) of the Code) it shall deliver to the Administrative Borrower two properly completed and duly signed original copies of Internal Revenue Service Form W-9 certifying that it is exempt from federal backup withholding, and if the Administrative Agent is not a "United States person" (as defined in Section 7701(a)(30) of the Code) it shall deliver to the Administrative Borrower two properly completed and duly signed copies of Internal Revenue Service Form W-8ECI with respect to payments received on its own behalf and, with respect to payments received on account of any Lender, two properly completed and duly signed copies of Internal Revenue Service Form W-8IMY (or successor form) certifying that the Administrative Agent is either (a) a "qualified intermediary" assuming primary withholding responsibility under Chapters 3 and 4 of the Code and primary Form 1099 reporting and backup withholding responsibility for payments it receives for the accounts of others, or (b) 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 in each of clause (a) and (b), that the Administrative Agent is using such form as evidence of its agreement with the Administrative Borrower to be treated as a U.S. Person with respect to such payments (and such Administrative Borrower and the Administrative Agent agree to so treat the Administrative Agent as a U.S. Person with respect to such payments as contemplated by U.S. Treasury Regulations Section 1.1441-1(b)(2)(iv)(A)), with the effect that the Administrative Borrower can make payments to the Administrative Agent without deduction or withholding of any Taxes imposed by the United States.

Section 3.02 Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event with respect to any Benchmark, Administrative Agent and Administrative Borrower may amend this Agreement to replace

such Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after Administrative Agent has posted such proposed amendment to all affected Lenders and Administrative Borrower so long as Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.02(a) will occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, Administrative Agent 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.

(c) Notices; Standards for Decisions and Determinations. Administrative Agent will promptly notify Administrative Borrower and the Lenders of (1) the implementation of any Benchmark Replacement and (2) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify Administrative Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.02(d). Any determination, decision or election that may be made by Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.02, 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 3.02.

(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), (1) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate or CDOR) and either (x) 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 Administrative Agent in its reasonable discretion or (y) 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 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 (2) if a tenor that was removed pursuant to clause (1) above either (x) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (y) 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 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 Administrative Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a given Benchmark, Administrative Borrower may revoke any pending request for a borrowing of, conversion to or continuation of the applicable Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, (1) Administrative Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans, or Canadian Base Rate Loans, as applicable and (2) any such outstanding affected Loans will be deemed to have been converted into Base Rate Loans,

or Canadian Base Rate Loans, immediately. During a Benchmark Unavailability Period with respect to any Benchmark or at any time that a tenor for any then-current Benchmark is not an Available Tenor, the component of the Base Rate and Canadian Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, that is the subject of such Benchmark Unavailability Period will not be used in any determination of the Base Rate and Canadian Base Rate.

Section 3.03 Increased Cost and Reduced Return; Capital Adequacy.

(a) If any Lender determines that as a result of any Change in Law, 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 Loan or participating in Letters of Credit, 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 3.03(a) any such increased costs or reduction in amount resulting from (i) Indemnified Taxes or Other Taxes indemnifiable under Section 3.01, (ii) Excluded Taxes described in clauses (b) through (e) of the definition of Excluded Taxes, (iii) Excluded Taxes described in clause (a) of the definition of Excluded Taxes to the extent such Taxes are imposed on or measured by such Lender's net income or profits (or are franchise Taxes imposed in lieu thereof) or (iv) reserve requirements contemplated by Section 3.03(c)), then from time to time within fifteen (15) days after 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 3.05), the Borrowers shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction; provided that in the case of any Change in Law only applicable as a result of the proviso set forth in the definition thereof, such Lender will only be compensated for such amounts that would have otherwise been imposed under the applicable increased cost provisions and only to the extent the applicable Lender is imposing such charges on other similarly situated borrowers under comparable syndicated credit facilities.

(b) If any Lender determines that as a result of any Change in Law regarding capital adequacy, liquidity or any change therein or in the interpretation thereof, in each case after the Closing Date, or compliance by such Lender (or its Applicable 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, liquidity and such Lender's desired return on capital), then from time to time upon 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 3.05), the Borrowers shall pay to such Lender such additional amounts as will compensate such Lender for such reduction within fifteen (15) days after receipt of such demand.

(c) [Reserved]

(d) Subject to Section 3.05(b), failure or delay on the part of any Lender to demand compensation pursuant to this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation.

(e) If any Lender requests compensation under this Section 3.03, then such Lender will, if requested by the Administrative Borrower, use commercially reasonable efforts to designate another Applicable Lending Office for any Loan or Letter of Credit 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 Applicable Lending Office(s) to suffer no material economic, legal or regulatory disadvantage; and provided, further, that nothing in this Section 3.03(e) shall affect or postpone any of the Obligations of the Borrowers or the rights of such Lender pursuant to Section 3.03(a), (b) or (d).

Section 3.04 Funding Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Term SOFR Loan or Canadian BA Rate Loan (including, for the avoidance of doubt, any prepayment in connection with an assignment required to be made by a Non-Consenting Lender) on a day other than the last day of the Interest Period for such Loan; or

(b) any failure by the Borrowers (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan (other than a Base Rate Loan or Canadian Base Rate) on the date or in the amount notified by the Administrative Borrower;

including any loss or expense 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 3.05 Matters Applicable to All Requests for Compensation.

(a) Any Agent or any Lender claiming compensation under this Article III shall deliver a certificate to the Administrative Borrower setting forth the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of demonstrable error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods.

(b) With respect to any Lender's claim for compensation under Section 3.01, Section 3.02, Section 3.03 or Section 3.04, the Borrowers shall not be required to compensate such Lender for any amount incurred more than one hundred and eighty (180) days prior to the date that such Lender notifies the Administrative Borrower of the event that gives rise to such claim; 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 Lender requests compensation by the Borrowers under Section 3.03, the Borrowers may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender to make or continue Term SOFR Loans or Canadian BA Rate Loans, as applicable, from one Interest Period to another, or to convert Base Rate Loans into Term SOFR Loans or Canadian Base Rate Loans to Canadian BA Rate Loans, as applicable, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.05(c) shall be applicable); provided that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(c) If the obligation of any Lender to make or continue any Term SOFR Loan or Canadian BA Rate Loan from one Interest Period to another, or to convert either (i) Base Rate Loans into Term SOFR Loans or (ii) Canadian Base Rate Loans into Canadian BA Rate Loans, shall be suspended pursuant to Section 3.05(b) hereof, such Lender's (i) Term SOFR Loans denominated in Dollars shall be automatically converted into Base Rate Loans on the last day(s) of the then current Interest Period(s) for such Term SOFR Loans or (ii) Canadian BA Rate Loans denominated in Canadian Dollars shall be automatically converted into Canadian Base Rate Loans on the last day(s) of the then current Interest Period(s) for such Canadian BA Rate Loans, 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 3.01, Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to such conversion no longer exist:

(i) to the extent that such Lender's Term SOFR Loans denominated in Dollars or Canadian BA Rate Loans denominated in Canadian Dollars, as applicable, have been so

converted, all payments and prepayments of principal that would otherwise be applied to such Lender's Term SOFR Loans and/or Canadian BA Rate Loans shall be applied instead to its Base Rate Loans or Canadian Base Rate Loans, respectively; and

(ii) all Loans denominated in Dollars or Canadian Dollar that would otherwise be made or continued from one Interest Period to another by such Lender as Term SOFR Loans or Canadian BA Rate Loans, as applicable, shall be made or continued instead as Base Rate Loans or Canadian Base Rate Loans, as applicable, and all Base Rate Loans or Canadian Base Rate Loans of such Lender that would otherwise be converted into Term SOFR Loans or Canadian BA Rate Loans shall remain as Base Rate Loans or Canadian Base Rate Loans.

(d) If any Lender gives notice to the Administrative Borrower (with a copy to the Administrative Agent) that the circumstances specified in Section 3.01, Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to the conversion of such Lender's Term SOFR Loans denominated in Dollars or Canadian BA Rate Loans denominated in Canadian Dollars, as applicable, both pursuant to this Section 3.05 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Term SOFR Loans or Canadian BA Rate Loans, as applicable, made by other Lenders are outstanding, such Lender's Base Rate Loans and/or Canadian Base Rate Loans shall be automatically converted to Term SOFR Loans and/or Canadian BA Rate Loans, as applicable, on the first day(s) of the next succeeding Interest Period(s) for such outstanding Term SOFR Loans and/or Canadian BA Rate Loans, as applicable, to the extent necessary so that, after giving effect thereto, all Loans held by the Lenders holding Term SOFR Loans and/or Canadian BA Rate Loans, as applicable, and by such Lender are held pro rata (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective Commitments.

Section 3.06 Replacement of Lenders under Certain Circumstances.

(a) If at any time (i) any Lender requests reimbursement for amounts owing pursuant to Section 3.01 or Section 3.03 as a result of any condition described in such Sections and such Lender has declined or is unable to designate a different lending office in accordance with Section 3.01(a) or any Lender ceases to make Term SOFR Loans as a result of any condition described in Section 3.02 or Section 3.03, (ii) any Lender becomes a Defaulting Lender, (iii) any Lender becomes a Non-Consenting Lender or (iv) any Lender becomes a Non-Extending Lender or (v) any other circumstance exists hereunder that gives the Administrative Borrower the right to replace a Lender (other than a Disqualified Lender) as a party hereto, then the Administrative Borrower may, on prior written notice to the Administrative Agent and such Lender, replace such Lender by requiring such Lender to (and such Lender shall be obligated to) assign pursuant to Section 10.07(b) (with the assignment fee to be paid by the Borrowers in such instance) all of its rights and obligations under this Agreement (or, with respect to clause (iii) and clause (iv) above, all of its rights and obligations with respect to the Class of Loans or Commitments that is the subject of the related consent, waiver or amendment) to one or more Assignees; provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrowers to find a replacement Lender or other such Person; provided further that (A) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments and (B) in the case of any such assignment resulting from a Lender becoming a Non-Consenting Lender or a Non-Extending Lender, the applicable Assignees shall have agreed to the applicable departure, waiver or amendment of the Loan Documents.

(b) Any Lender being replaced pursuant to Section 3.06(a) above shall (i) execute and deliver an Assignment and Assumption with respect to such Lender's Commitment and outstanding Loans and participations in L/C Obligations and Swing Line Loans, as applicable (provided that the failure of any such Lender to execute an Assignment and Assumption shall not render such assignment invalid and such

assignment shall be recorded in the Register) and (ii) deliver Revolving Credit Notes and/or FILO Term Notes, as applicable and if any, evidencing such Loans to the Borrowers or Administrative Agent. Pursuant to such Assignment and Assumption. Pursuant to such Assignment and Assumption, (A) the assignee Lender shall acquire all or a portion, as the case may be, of the assigning Lender's Commitments and outstanding Loans and participations in L/C Obligations and Swing Line Loans, as applicable, (B) all obligations of the Loan Parties owing to the assigning Lender relating to the Loan Documents and participations so assigned shall be paid in full by the assignee Lender or the Loan Parties (as applicable) to such assigning Lender concurrently with such assignment and assumption, and any amounts owing to the assigning Lender (other than a Defaulting Lender) under Section 3.04 as a consequence of such assignment and shall have been paid by the Borrowers to the assigning Lender and (C) upon such payment and, if so requested by the assignee Lender, the assignor Lender shall deliver to the assignee Lender the appropriate Revolving Credit Note or FILO Term Note, as applicable, executed by the Borrowers, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Loans, Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender.

(c) Notwithstanding anything to the contrary contained above, any Lender that acts as an L/C Issuer may not be replaced hereunder at any time that it has any Letter of Credit outstanding hereunder unless arrangements reasonably satisfactory to such L/C Issuer (including the furnishing of a back-up standby letter of credit in form and substance, and issued by an issuer, reasonably satisfactory to such L/C Issuer, or the depositing of cash collateral into a cash collateral account in amounts and pursuant to arrangements reasonably satisfactory to such L/C Issuer) have been made with respect to each such outstanding Letter of Credit and the Lender that acts as the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 9.09.

(d) In the event that (i) the Borrowers or the Administrative Agent has requested that the Lenders (A) consent to an extension of the Maturity Date of any Class of Loans as permitted by Section 2.15, (B) consent to a departure or waiver of any provisions of the Loan Documents or agree to any amendment thereto, (ii) the consent, waiver or amendment in question requires the agreement of each Lender or the agreement of all affected Lenders in accordance with the terms of Section 10.01 or all the Lenders with respect to a certain Class of the Loans and (iii) the Required Lenders, as applicable, have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a "Non-Consenting Lender."

(e) Notwithstanding anything herein to the contrary, each party hereto agrees that any assignment pursuant to the terms of this Section 3.06 may be effected pursuant to an Assignment and Assumption executed by the Administrative Borrower, the Administrative Agent and the assignee and that the Lender making such assignment need not be a party thereto.

Section 3.07 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 perform any of its obligations hereunder or make, maintain or fund or charge interest with respect to any Credit Extension or to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then, on notice thereof by such Lender to the Administrative Borrower through the Administrative Agent, (i) any obligation of such Lender to issue, make, maintain, fund or charge interest with respect to any such Credit Extension or continue Term SOFR Loans or to convert Base Rate Loans to Term SOFR Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Adjusted Term SOFR component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if

necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Adjusted Term SOFR component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Administrative Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Adjusted Term SOFR component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon Term SOFR, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Adjusted Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon Term SOFR. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

Section 3.08 Survival. All of the Borrowers' obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder and any assignment of rights by or replacement of a Lender.

ARTICLE IV

Conditions Precedent to Credit Extensions

Section 4.01 Effectiveness of this Agreement. The effectiveness of this Agreement on the Closing Date was subject to satisfaction of the following conditions precedent:

(a) Loan Documents. The Administrative Agent's receipt of the following, each of which shall be originals or facsimiles or "pdf" files unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement from each of Parent, the Borrowers, the Lenders listed on the signature pages hereto and the applicable Agents;

(ii) a Revolving Credit Note and/or FILO Term Note executed by the Administrative Borrower in favor of each Lender that has requested a Revolving Credit Note and/or FILO Term Note at least five (5) Business Days in advance of the Closing Date;

(iii) each Collateral Document set forth on Schedule 1.01A required to be executed on the Closing Date as indicated on such schedule, duly executed by each Loan Party party thereto and each applicable Agent thereto, together with to the extent constituting Collateral and required to be pledged under the terms of the Security Agreement, certificates, if any, representing the pledged equity, accompanied by undated stock powers executed in blank (or stock transfer forms, as applicable) and (if applicable) instruments evidencing the pledged debt indorsed in blank (or instrument of transfer, as applicable); and

(iv) executed counterparts of ABL/Term Loan Intercreditor Agreement by the Administrative Agent, the Term Loan Administrative Agent and acknowledged by the Loan Parties.

(b) Secretary's Certificate. The Administrative Agent shall have received (i) a certificate from each Loan Party, signed by a Responsible Officer of such Loan Party, and attested to by the secretary or any assistant secretary of such Loan Party, together with (x) copies of the certificate or articles of incorporation and by-laws (or other equivalent Organization Documents), as applicable, of such Loan Party, (y) the resolutions of such Loan Party referred to in such certificate, and (z) a signature and incumbency certificate to the officers of such persons executing the Loan Documents, in each case, each of the foregoing shall be in form and substance reasonably acceptable to the Administrative Agent and (ii) certificates of good standing or status (to the extent that such concepts exist) from the applicable secretary of state (or equivalent authority) of the jurisdiction of organization or formation of each Loan Party (in each case, to the extent applicable).

(c) Legal Opinions. The Administrative Agent shall have received a customary legal opinion from (i) Kirkland & Ellis LLP, counsel to the Loan Parties and (ii) Osler, Hoskin & Harcourt LLP in its capacity as local Canadian counsel to the Loan Parties; and (iii) reporting letters of local or other counsel reasonably satisfactory to the Agent.

(d) Solvency Certificate. The Administrative Agent shall have received a Solvency Certificate attesting to the Solvency of the Administrative Borrower and the Restricted Subsidiaries on a consolidated basis on the Closing Date after giving effect to the Transactions.

(e) Fees and Expenses. All fees and reasonable and documented out-of-pocket expenses required to be paid on the Closing Date pursuant to the Agency Fee Letter and the Engagement Letter, to the extent invoiced at least five Business Days prior to the Closing Date (or such later date as the Borrower may reasonably agree), which amounts may be offset against the proceeds of the Term Loan Initial Term Loans.

(f) Financial Statements. The Lead Arrangers shall have received (i) the Audited Financial Statements and (ii) the Unaudited Financial Statements.

(g) Closing Date Refinancing. Prior to or substantially simultaneously with the Closing Date, the Closing Date Refinancing shall have been consummated.

(h) KYC; Patriot Act; Beneficial Ownership. The Administrative Agent and the Lead Arrangers shall have received at least three (3) Business Days prior to the Closing Date (or such shorter period as the Administrative Agent shall otherwise agree) all documentation and other information about the Borrowers and the Guarantors as has been reasonably requested in writing at least ten (10) Business Days prior to the Closing Date by the Administrative Agent and the Lead Arrangers that they reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act. Any Borrower that qualifies as a "legal entity customer" under the beneficial Ownership Regulations shall have delivered a Beneficial Ownership Certification in relation to such Borrower.

(i) Borrowing Base Certificate. The Administrative Agent shall have received a completed Borrowing Base Certificate.

For purposes of determining whether the Closing Date has occurred, each Lender that has executed this Agreement shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be, unless such Lender has notified the Administrative Agent of any disagreement prior to the Closing Date.

Section 4.02 Conditions to Credit Extensions after the Ratification Effective Date. The obligation of each Lender to honor any Request for Credit Extension after the Ratification Effective Date (other than a Committed Loan Notice requesting (x) a conversion of Loans to the other Type or (y) a continuation of Term SOFR Loans or Canadian BA Rate Loans) is subject to the satisfaction (or waiver, and with respect to any 2024 Delayed Draw FILO Facility Borrowing, waiver by the 2024 Delayed Draw FILO Lenders only) of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of the Borrowers and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Extension; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, 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; provided, the proceeds of which will be used to finance a Limited Condition Transaction, the foregoing will be limited to the Specified Representations.

(b) Defaults. 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) Request for Credit Extension. The Administrative Agent and, if applicable, the relevant L/C Issuer or the Swing Line Lender shall have received a Committed Loan Notice, a Swing Line Loan Notice or a Letter of Credit Application, as applicable, relating to the Credit Extension, in each case, in accordance with the requirements hereof.

(d) Total Outstandings. After giving effect to the Loans or Letters of Credit requested to be made or issued on any such date and the use of proceeds thereof, the Total Revolving Credit Outstandings shall not exceed the Line Cap at such time.

(e) [Reserved].

(f) Solely with respect to Credit Extensions occurring on or after the date that is thirty-five (35) days after the Petition Date (or such later date as Administrative Agent may approve in writing in its sole discretion), a final order approving the Loan Documents in form and substance satisfactory to Administrative Agent in its sole discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof, the "Final Financing Order") (it being understood and agreed that an order entered by the Bankruptcy Court substantially in the form of the Interim Financing Order, with only such modifications as are satisfactory in form and substance to Administrative Agent in its sole discretion shall, if entered by the Bankruptcy Court, be deemed acceptable to Administrative Agent), (i) shall have been entered by the Bankruptcy Court and shall be in full force and effect and (ii) shall not have been (A) vacated, reversed, or stayed, or (B) amended or modified except as otherwise agreed to in writing by Administrative Agent in its sole discretion.

(g) In the event that Canadian Recognition Proceedings are commenced in respect of the Canadian Borrowers, then all Credit Extensions occurring after the commencement thereof shall be conditioned on the Canadian Bankruptcy Court issuing a Canadian Recognition Order recognizing the Interim Financing Order and/or the Financing Order and creating a charge over the Canadian Borrowers' assets to secure such Credit Extensions, such Canadian Recognition Order to be satisfactory in form and substance to Administrative Agent in its sole discretion.

(h) The Interim Financing Order or, after entry thereof, the Canadian Recognition Order, or, after entry thereof, the Final Financing Order, shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as expressly permitted by the Loan Documents, modified or amended in any manner.

Each Request for Credit Extension (other than a Committed Loan Notice requesting a (x) conversion of Loans to the other Type or (y) continuation of Term SOFR Loans or Canadian BA Rate Loans, as applicable) submitted by the Administrative Borrower shall be deemed to be a representation and warranty that the applicable conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V

Representations and Warranties

Each Borrower (and Parent, solely with respect to the sections set forth below applicable to Parent) represent and warrant to the Agents and the Lenders on the Closing Date and on the date of each subsequent Credit Extension that:

Section 5.01 Existence, Qualification and Power; Compliance with Laws. Parent, each Borrower and each Restricted Subsidiary:

(a) is a Person duly incorporated, organized or formed, and validly existing to the extent such concept is applicable in the corresponding jurisdiction, in good standing under the Laws of the jurisdiction of its incorporation, organization or formation, as applicable,

(b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party,

(c) is duly qualified and, where applicable, in good standing 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 material compliance with all Laws (including the USA PATRIOT Act and anti-money laundering laws), orders, writs, injunctions and orders 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 (a) (other than with respect to Parent and any Borrower), (b)(i), (c), (d) or (e), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, and the consummation of the Transactions,

(a) have been duly authorized by all necessary corporate or other organizational action and

(b) do not and will 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 require any payment to be made under (A) any Contractual Obligation exceeding the Threshold Amount to which such Person is a party or

affecting such Person or the properties of such Person or any of its Subsidiaries or (B) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, (iii) result in the creation of any Lien (other than under the Loan Documents, Liens subject to the Applicable Intercreditor Agreement and Liens not prohibited hereunder) or (iv) violate any material Law; except (in the case of clauses (b)(ii) and (b)(iv)), to the extent that such conflict, breach, contravention, payment or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, or for the consummation of the Transactions, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the priority thereof) or (d) 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 Collateral Documents, except for (i) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties, (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 and (iii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.04 Binding Effect. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is party thereto. 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 party thereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

Section 5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements and the Unaudited Financial Statements each fairly present in all material respects the financial condition of the Borrowers and its Subsidiaries, in each case, as of the dates thereof and their results of operations for the period covered thereby, except as otherwise disclosed to the Administrative Agent prior to the Closing Date, and in the case of the Audited Financial Statements, prepared in accordance with GAAP consistently applied throughout the periods covered thereby.

(b) Since the January 3, 2020, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) Each Lender and the Administrative Agent hereby acknowledges and agrees that the Administrative Borrower and its Subsidiaries may be required to restate historical financial statements as the result of the implementation of changes in GAAP or IFRS, or the respective interpretation thereof, and that such restatements will not result in a Default or Event of Default under the Loan Documents.

Section 5.06 Litigation. Except as set forth on Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Administrative Borrower, threatened in writing or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or

against Parent, any Borrower or any Restricted Subsidiary or against any of their properties or revenues that either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.07 Ownership of Property; Liens. Each Loan Party and each of its Restricted Subsidiaries has good and valid title to, or valid leasehold interests in, or easements or other limited property interests in, all property necessary in the ordinary conduct of its business, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes, Permitted Liens and any Liens and privileges arising mandatorily by Law and, in each case, except where the failure to have such title or other interest 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) there are no pending or, to the knowledge of the Administrative Borrower, threatened claims, actions, suits, notices of violation, notices of potential responsibility, disputes or proceedings by or involving any Loan Party or any of its Restricted Subsidiaries alleging potential liability or responsibility for violation of, any Environmental Law;

(b) (i) there is no asbestos or asbestos-containing material on any property currently owned, leased or operated by any Loan Party or any of its Restricted Subsidiaries; and (ii) there has been no Release of Hazardous Materials at any location in a manner which would reasonably be expected to give rise to any Environmental Liability of or relating to any Loan Party or any of its Restricted Subsidiaries;

(c) neither any Loan Party nor any of its Restricted Subsidiaries is undertaking, or has completed, either individually or together with other persons, any investigation or response action relating to any actual or threatened Release of Hazardous Materials at any of their currently or formerly owned, leased or operated locations, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law;

(d) all Hazardous Materials transported from any property currently or, to the knowledge of Parent, the Administrative Borrower or any of their Restricted Subsidiaries, formerly owned, leased or operated by any Loan Party or any of its Restricted Subsidiaries for off-site disposal have been disposed of in compliance with all Environmental Laws;

(e) none of the Loan Parties nor any of its Restricted Subsidiaries has contractually assumed any Environmental Liability; and

(f) the Loan Parties and each of their respective Restricted Subsidiaries and their respective businesses, operations and properties are in compliance with all Environmental Laws.

Section 5.09 Taxes. Parent, the Administrative Borrower and each Restricted Subsidiary has timely filed all federal, provincial, territorial, state, municipal, foreign and other Tax returns and reports required to be filed, and have timely paid all federal, provincial, territorial, state, municipal, foreign and other Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or, except for failures to file or pay as could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. There are no Tax audits, deficiencies, assessments or other claims with respect to Parent, any Borrower or any Restricted Subsidiary that could, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 5.10 Compliance with ERISA; Canadian Pension Plans.

(a) Except as could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state Laws and applicable foreign laws, respectively.

(b) (i) No ERISA Event or similar event with respect to a Foreign Plan has occurred or is reasonably expected to occur; (ii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 *et seq*. or 4243 of ERISA with respect to a Multiemployer Plan; and (iii) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 5.10, as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(c) Canadian Loan Parties are in compliance in all material respects with the requirements of the Pension Benefits Act (Ontario) and of any binding requirements of general application of a Governmental Authority with respect to each Canadian Pension Plan and are in compliance with any directive or order of a Governmental Authority directed specifically at a Canadian Pension Plan. No fact or situation that may reasonably be expected to result in a Material Adverse Effect exists in connection with any Canadian Pension Plan. No Canadian Loan Party or an Affiliate thereof maintains, contributes or has any liability with respect to a Canadian Pension Plan which provides benefits on a defined benefit basis other than a Canadian MEPP. Any liabilities under a Canadian MEPP are limited to contributions owing in respect of the employees of the Canadian Loan Parties. No Pension Event has occurred that when taken together with all other Pension Events and ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. All contributions required to be made by any Canadian Loan Party or its Subsidiary to any Canadian Pension Plan have been made in a timely fashion in accordance with the terms of such Canadian Pension Plan and the Pension Benefits Act (Ontario). No Lien has arisen, choate or inchoate, in respect of any Canadian Loan Party or their property in connection with any Canadian Pension Plan (save for contribution amounts not yet due).

(d) Canadian Loan Parties do not maintain any Canadian Defined Benefit Pension Plans other than a Canadian MEPP in existence on the Closing Date.

Section 5.11 Subsidiaries; Equity Interests. As of the Closing Date, either the Administrative Borrower nor any other Loan Party has any Subsidiaries other than those specifically disclosed in Schedule 5.11, and all of the outstanding Equity Interests in the Borrowers and the Subsidiaries have been validly issued, are fully paid and, in the case of Equity Interests representing corporate interests, nonassessable and, on the Closing Date, all Equity Interests owned directly or indirectly by Parent or any other Loan Party are owned free and clear of all Liens except (i) those created under the Collateral Documents, and (ii) those Liens not prohibited under Section 7.01. As of the Closing Date, Schedule 5.11 (a) sets forth the name and jurisdiction of organization or incorporation of each Subsidiary, (b) sets forth the ownership interest of Parent, the Borrowers and each of their Subsidiaries in each of their respective Subsidiaries, including the percentage of such ownership and (c) identifies each Person the Equity Interests of which are required to be pledged on the Closing Date pursuant to the Collateral and Guarantee Requirement.

Section 5.12 Margin Regulations; Investment Company Act.

(a) No Loan Party is engaged nor will it engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stocks 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 U or Regulation X of the FRB.

(b) None of the Loan Parties are an "investment company" under the Investment Company Act of 1940, as amended.

Section 5.13 Disclosure. As of the Closing Date, no report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to any Agent, any Lead Arranger 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 contains when furnished any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto); provided that, with respect to projected financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood that (i) such projections are as to future events and are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrowers, (ii) no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any such projections may differ significantly from the projected results and (iii) such differences may be material.

Section 5.14 Intellectual Property; Licenses, Etc. Each of the Loan Parties and the other Restricted Subsidiaries own, license or possess the right to use, all of the trademarks, service marks, trade names, domain names, copyrights, patents, patent rights, industrial designs, technology, software, know-how database rights, design rights and other intellectual property rights, and all registrations and applications for registration thereof (collectively, "IP Rights") that are used in or reasonably necessary for the operation of their respective businesses as currently conducted, and, to the knowledge of the Administrative Borrower, without violation of the rights of any Person, except to the extent such violation or failure to own, license, or possess, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any such IP Rights, is pending or, to the knowledge of the Administrative Borrower, threatened against any Loan Party or Restricted Subsidiary, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.15 Solvency. On the Closing Date after giving effect to the Transactions, the Borrowers and the Restricted Subsidiaries, on a consolidated basis, are Solvent.

Section 5.16 Collateral Documents. The Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties legal, valid and enforceable Liens on and security interests in, the Collateral described therein and to the extent intended to be created thereby, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity, and (i) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable Laws (which filings or recordings shall be made to the extent required by any Collateral Document) and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document or the Applicable Intercreditor Agreement), the Liens created by such Collateral Documents will constitute so far as possible under relevant Law fully perfected Liens on (with the priority set forth in the Applicable Intercreditor Agreement), and security interests in, all right, title and interest of the Loan Parties in such Collateral to the extent perfection can be obtained by filing financing statements or upon the taking of possession or control, in each case subject to no Liens other than Permitted Liens.

Section 5.17 Use of Proceeds. The proceeds of the Revolving Credit Loans, the FILO Term Loans and the 2024 Delayed Draw FILO Loans shall be used in a manner consistent with the uses set forth in Section 6.11.

Section 5.18 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering. No Loan Party or any of its Subsidiaries is in violation of any Sanctions. No Loan Party nor any of its Subsidiaries nor, to the knowledge of such Loan Party, any director, officer, employee, agent or Affiliate of such Loan Party or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee, agent and Affiliate of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions and is in material compliance with all Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any Loan made or Letter of Credit issued hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any Sanction, Anti-Corruption Law or Anti-Money Laundering Law by any Person (including any Lender, Hedge Bank, Cash Management Bank or other individual or entity participating in any transaction).

Section 5.19 Borrowing Base Calculation. As of the date of any Borrowing Base Certificate, (a) all Accounts included in the calculation of Eligible Accounts in such Borrowing Base Certificate satisfy the applicable requirements included in the definition of "Eligible Accounts" (b) all Inventory included in the calculation of Eligible Inventory in such Borrowing Base Certificate satisfies the applicable requirements included in the definition of "Eligible Inventory", as applicable, and (c) all cash and Cash Equivalents included in the calculation of Eligible Borrowing Base Cash in such Borrowing Base Certificate satisfy the applicable requirements included in the definition of "Eligible Borrowing Base Cash".

ARTICLE VI

Affirmative Covenants

So long as the Termination Conditions have not been satisfied, each Borrower shall, and shall (except in the case of the covenants set forth in Section 6.01, Section 6.02 and Section 6.03) cause each of its Restricted Subsidiaries to:

Section 6.01 Financial Statements. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) [Reserved]

(b) Quarterly Financial Statements. As soon as available, but in any event, within sixty (60) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Administrative Borrower (commencing with the fiscal quarter ending April 3, 2022), a consolidated balance sheet of the Administrative Borrower and the Subsidiaries as at the end of such fiscal quarter, and the related (i) consolidated statements of income or operations and equity for such fiscal quarter and for the portion of the fiscal year then ended, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and

certified by a Responsible Officer of the Administrative Borrower as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Administrative Borrower and the other Subsidiaries in accordance with GAAP, subject only to normal year-end adjustments and the absence of footnotes.

(c) Monthly Financial Statements. As soon as available, but in any event, within thirty (30) days after the end of each of the first two (2) fiscal months of each fiscal quarter of the Administrative Borrower (commencing with the first full fiscal month ended after the Closing Date), a consolidated balance sheet of the Administrative Borrower and the Subsidiaries as at the end of such fiscal month, and the related (i) consolidated statements of income or operations and equity for such fiscal month and for the portion of the fiscal year then ended, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended.

(d) Unrestricted Subsidiaries. Simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.01(a) and (b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements.

(e) [Reserved].

(f) [Reserved].

Notwithstanding the foregoing, the obligations in paragraphs (a), (b) and (c) of this Section 6.01 may be satisfied with respect to financial information of the Administrative Borrower and the Subsidiaries by furnishing (a) the applicable consolidated financial statements of Parent or any direct or indirect parent of Parent that, directly or indirectly, holds all of the Equity Interests of Parent (such Person, a "Parent Entity"), (b) Administrative Borrower's (or any direct or indirect parent thereof, as applicable) or Parent Entity's Form 10-K or 10-Q, as applicable, filed with the SEC, (c) following an election by the Administrative Borrower pursuant to the definition of "GAAP," the applicable financial statements determined in accordance with IFRS or (d) the Form 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to each of clauses (a), (b), (c) and (e), (i) to the extent such information relates to a Parent Entity, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to, the Borrowers and the Subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 6.01(a), such materials are accompanied by a report and opinion an independent registered public accounting firm of nationally recognized standing, which report and opinion, subject to the same exceptions set forth above, shall be prepared in accordance with generally accepted auditing standards. Notwithstanding the foregoing, (a) any financial statements required to be delivered pursuant to this Section 6.01 shall not be required to contain purchase accounting adjustments and (b) following the consummation of an acquisition in the applicable period or the period thereafter, the obligations in paragraphs (a), (b) and (c) of this Section 6.01 with respect to the target of such acquisition may be satisfied by, at the option of the Administrative Borrower, (1) furnishing management accounts for the target of such acquisition or (2) omitting the target of such acquisition from the required financial statements of Parent, the Borrowers and its Subsidiaries for the applicable period and period thereafter.

Notwithstanding the foregoing, upon the request of the Administrative Borrower in connection with any major acquisition, the Administrative Agent may consent to a thirty day extension to the deadlines in this Section 6.01.

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) [Reserved].

(b) SEC Filings. Promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which the Administrative Borrower 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 hereto.

(c) Material Adverse Effect. Promptly after the furnishing thereof, copies of any material requests or material notices received by Parent, the Borrowers or any Restricted Subsidiary (other than in the ordinary course of business) that could reasonably be expected to result in a Material Adverse Effect.

(d) Other Information. Promptly, deliver (x) such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Material Subsidiary, 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 and (y) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation (to the extent applicable).

Documents required to be delivered pursuant to Section 6.01(a), (b), (c), (d), (e) or Section 6.02(a), or may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Administrative Borrower posts such documents, or provides a link thereto on the Administrative Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Administrative Borrower's behalf on IntraLinks/IntraAgency 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 Administrative Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) the Administrative Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents.

The Administrative Borrower hereby (i) authorizes the Administrative Agent (and any Agent-Related Person) to make the financial statements to be provided under Section 6.01(a), (b), (c), (d) (e) and Section 6.02(a) above (collectively, "Borrower Materials"), along with the Loan Documents, available on IntraLinks or another similar electronic system (the "Platform") to certain of the Lenders (each, a "Public Lender") that may have personnel who do not wish to receive material non-public information with respect to the Administrative Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities, and (ii) agrees that at the time such financial statements are provided hereunder, they shall already have been made available to holders of its securities. The Borrowers hereby agree that they will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be

distributed to the Public Lenders and that (x) 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; (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent (and any Agent-Related Person) and the Lead Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." The Administrative Agent (and any Agent-Related Person) shall be under no obligation to post any other material to Public Lenders unless the Administrative Borrower has expressly represented and warranted to the Administrative Agent in writing that such materials do not constitute material non-public information within the meaning of the federal securities laws or that the Administrative Borrower has no outstanding publicly traded securities, including 144A securities.

Section 6.03 Notices. Promptly after a Responsible Officer obtains actual knowledge thereof, notify the Administrative Agent for prompt further distribution to each Lender:

(a) of the occurrence of any Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Administrative Borrower proposes to take with respect thereto;

(b) of any litigation or governmental proceeding (including, without limitation, pursuant to any Environmental Laws) pending against Parent, any Borrower or any of the Restricted Subsidiaries that could reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect; and

(c) of the occurrence of any ERISA Event or Pension Event that could reasonably be expected to have a Material Adverse Effect; and

(d) of the addition of a new L/C Issuer.

Section 6.04 Maintenance of Existence. (a) Maintain, preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization or incorporation and (b) take all reasonable action to maintain all rights, (including IP Rights), privileges (including its good standing), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except in the case of clauses (a) (other than with respect to any Borrower and Parent) and (b), (i) to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect or (ii) pursuant to a transaction permitted by Section 7.04 or Section 7.05.

Section 6.05 Maintenance of Properties. Except if the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) maintain, preserve and protect 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 casualty or condemnation excepted, and (b) make all necessary renewals, replacements, modifications, improvements, upgrades, extensions and additions thereof or thereto in accordance with prudent industry practice.

Section 6.06 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies (a) insurance in such amounts and against such risks, as are customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations (after giving effect to any self-insurance reasonable and customary for similarly situated companies) and (b) all insurance required pursuant to the Collateral Documents (and shall cause (i) the Administrative Agent to be listed as a loss payee (together with any other loss payee in accordance with the Intercreditor Agreement) on property and casualty policies covering loss or damage to ABL Priority

Collateral and shall provide for not less than thirty days (ten days in the case of non-payment) prior written notice to the Administrative Agent of the exercise of any right of cancellation (unless the Administrative Agent shall otherwise agree) and (ii) the Administrative Agent and the other Secured Parties to be listed as additional insureds on liability policies). All property insurance policies are to be made payable to the Administrative Agent for the benefit of the Administrative Agent and the Lenders, as their interests may appear, in case of loss, pursuant to a standard lender's loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as the Administrative Agent may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. The Administrative Borrower will furnish to the Administrative Agent, upon request, information in reasonable detail as to the insurance so maintained. If any Loan Party or its Subsidiaries fails to maintain such insurance, the Administrative Agent may arrange for such insurance, but at Borrowers' expense and without any responsibility on the Administrative Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. The Loan Parties shall maintain flood insurance on all real property constituting Collateral (it being understood that no real property shall constitute Collateral unless and until such property is subject to a mortgage in favor of the Collateral Agent for the benefit of the Secured Parties), from such providers, in amounts and on terms in accordance with the Flood Laws or as otherwise satisfactory to all Lenders.

Section 6.07 Compliance with Laws; OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. Comply in all material respects with all other Requirements of Law applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, other than non-compliance arising solely as a result of the commencement of the Chapter 11 Cases. Each Loan Party will, and will cause each of its Subsidiaries to comply with all applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries shall implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties shall and shall cause their respective Subsidiaries to comply with all applicable Sanctions and to comply in all material respects with all applicable Anti-Corruption Laws and Anti-Money Laundering Laws

Section 6.08 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 GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of such Parent, such Borrower or such Restricted Subsidiary, as the case may be.

Section 6.09 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties and to discuss its affairs, finances and accounts with its directors, managers, officers, and independent public accountants, all at the reasonable expense of the Borrowers and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Administrative Borrower; provided that, excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise rights of the Administrative Agent and the Lenders under this Section 6.09 and the Administrative Agent shall not exercise such rights more often than two (2) times during any calendar year absent the existence of an Event of Default and only one (1) such time shall be at the Borrowers' expense; provided, further, that when an Event of Default exists, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Lenders shall give the Borrowers the opportunity to participate in any discussions with the Borrowers' independent public

accountants. Notwithstanding anything to the contrary in this Section 6.09, none of Parent, the Borrowers or any Restricted Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that 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 or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

Section 6.10 Covenant to Guarantee Obligations and Give Security. At the Borrower's expense, take all action necessary or reasonably requested by the Administrative Agent to ensure that the Collateral and Guarantee Requirement continues to be satisfied, including upon the formation or acquisition of any new direct or indirect Wholly-Owned Subsidiary (in each case, other than an Excluded Subsidiary) by any Loan Party, the designation in accordance with Section 6.13 of any existing direct or indirect Wholly-Owned Subsidiary as a Restricted Subsidiary or any Excluded Subsidiary ceasing to be an Excluded Subsidiary or designation of any Subsidiary as a Guarantor pursuant to the definition of Guarantors, within sixty (60) days (or such longer period as the Administrative Agent may agree in its reasonable discretion) after such formation, acquisition, designation or occurrence:

(a) cause each such Restricted Subsidiary to duly execute and deliver to the Administrative Agent or the Collateral Agent (as appropriate), pledges, guarantees, assignments, Security Agreement Supplements and other security agreements and documents or joinders or supplements thereto, as reasonably requested by and in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent (to the extent applicable, consistent with the Security Agreement and other Collateral Documents in effect on the Closing Date), in each case granting Liens required by the Collateral and Guarantee Requirement;

(b) cause each such Restricted Subsidiary to deliver any and all certificates representing Equity Interests (to the extent certificated) 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 and (if applicable) instruments evidencing the Indebtedness held by such Restricted Subsidiary and required to be pledged pursuant to the Collateral Documents, indorsed in blank to the Collateral Agent; and

take and cause such Restricted Subsidiary and each direct or indirect parent of such Restricted Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to take whatever action (including the filing of financing statements and delivery of stock and membership interest certificates) may be necessary in the reasonable opinion of the Collateral Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and perfected Liens with the priority required by the Collateral and Guarantee Requirement, enforceable against all third parties in accordance with their terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity (regardless of whether enforcement is sought in equity or at law).

Section 6.11 Use of Proceeds.

(b) The Loan Parties shall, and shall cause each Subsidiary to, use the proceeds of the Credit Extensions (a) in accordance with Section 6.2 of the Ratification Agreement; provided that (A) no part of the proceeds of any Loan or Letter of Credit will be used, directly or to Borrowers' knowledge after due care and inquiry, indirectly, to make any payments to a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person, (B) no part of the proceeds of any Loan or Letter of Credit will be used, directly or to Borrowers' knowledge

after due care and inquiry, indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws and (C) no part of the proceeds of the Loans will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors. The Loan Parties hereby acknowledge and agree that, at any time after the Ratification Effective Date, it shall be an immediate Event of Default if any Borrower uses proceeds of any loan, Credit Extension, Letter of Credit, or other financial accommodation extended by Administrative Agent or Lenders, for any expense or in such amount that is not explicitly set forth in the DIP Budget on or before the date any such disbursement is made, unless Borrowers obtain Administrative Agent's prior written consent.

Section 6.12 Further Assurances. Promptly upon reasonable request by the Administrative Agent or the Collateral Agent (i) correct any 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) subject to the limitations set forth in the Collateral and Guarantee Requirement, 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 or the Collateral Agent may reasonably request from time to time in order to carry out more effectively the purposes of this Agreement and the Collateral Documents; provided, however, that notwithstanding anything to the contrary contained in this Agreement or any other Collateral Document, nothing in this Agreement or any other Collateral Document shall require any Borrower or any other Loan Party to make any filings or take any actions to record or to perfect the Collateral Agent's security interest in (i) any IP Rights other than UCC filings and the filing of documents effecting the recordation of security interests in the United States Copyright Office or United States Patent and Trademark Office, or (ii) any non-United States IP Rights;

Section 6.13 Designation of Subsidiaries.

On and after the Ratification Effective Date, the Borrower Agent shall not designate any Subsidiary of any Loan Party as an Unrestricted Subsidiary.

Section 6.14 Payment of Taxes. The Borrowers will pay and discharge, and will cause each of the Restricted Subsidiaries to pay and discharge, all Taxes imposed upon it or upon its income or profits, or upon any properties belonging to it, in each case on a timely basis, and all lawful claims which, if unpaid, may reasonably be expected to become a lien or charge upon any properties of Parent, any Borrower or any of the Restricted Subsidiaries not otherwise permitted under this Agreement; provided that neither the Borrower nor Parent nor any of the Restricted Subsidiaries shall be required to pay any such Tax or claim which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with GAAP or which would not reasonably be expected, individually or in the aggregate, to constitute a Material Adverse Effect.

Section 6.15 Nature of Business. The Administrative Borrower and the Restricted Subsidiaries will engage only in material lines of business substantially similar to those lines of business conducted by the Administrative Borrower and the Restricted Subsidiaries on the Closing Date or any business reasonably related, complementary or ancillary thereto.

Section 6.16 [Reserved].

Section 6.17 Transactions with Affiliates. Not enter into any transaction of any kind with any Affiliate of the Administrative Borrower or the Restricted Subsidiaries, except as permitted in the Financing Orders and the DIP Budget.

Section 6.18 [Reserved].

Section 6.19 [Reserved].

Section 6.20 Cash Management.

(a) Each Loan Party use commercially reasonable efforts to enter into, as soon as possible after the Closing Date, an a customary account control agreement or blocked account agreement (a "Deposit Account Control Agreement") or Securities Account Control Agreement with each account bank, in each case, in form and substance reasonably satisfactory to the Administrative Agent and the applicable Borrowers, with respect to each concentration account, operating account or securities account, including those in which funds of any of the Loan Parties from Cash Receipts of the Loan Parties are deposited (including those such accounts existing as of the Closing Date and listed on Schedule 6.20 attached hereto, excluding any Excluded Accounts); provided, that (1) on the 90th day following the Closing Date (or such longer period following such date as the Administrative Agent may agree in its sole discretion), if the applicable Loan Party shall not have entered into a Deposit Account Control Agreement with respect to any such Deposit Account (other than an Excluded Account), such Deposit Account shall be closed and all funds therein transferred to a Deposit Account at the Administrative Agent, an Affiliate of the Administrative Agent, or another financial institution that has executed a Deposit Account Control Agreement within thirty (30) days after the expiration of such 90 day period and (2) the applicable Loan Party shall enter into a Deposit Account Control Agreement with respect to any such Deposit Account (other than an Excluded Account) which is established after the Closing Date, promptly and in any event within ninety (90) days upon such establishment (or such longer period as the Administrative Agent may agree in its reasonable discretion). The Borrower shall cause all proceeds of ABL Priority Collateral (including proceeds of Accounts) to be deposited to an account subject to a Deposit Account Control Agreement or Securities Account Control agreement and not to an Excluded Account.

(b) Each Deposit Account Control Agreement and Securities Account Control Agreement shall require (without further consent of the Loan Parties), and the Loan Parties shall cause to ACH or wire transfer no less frequently than daily (unless the Termination Conditions shall have been satisfied) to the concentration account maintained by, in the name of and under the sole dominion and control of the Administrative Agent (the "Concentration Account"), of all cash receipts and collections, set forth below, other than amounts in Excluded Accounts (collectively, the "Cash Receipts"), except as otherwise provided in the Cash Management Order:

(i) all available cash receipts from the sale of ABL Priority Collateral;

(ii) all proceeds of collections of Accounts; and

(iii) the then contents of each Approved Deposit Account and Securities Account (in each case, net of any minimum balance as may be required to be kept therein by the institution at which such Deposit Account is maintained).

(c) The Concentration Account shall at all times be under the sole dominion and control of the Administrative Agent, subject to the Borrowers' right to use of the account as set forth in clause (d) below. The Loan Parties hereby acknowledge and agree that (i) the Loan Parties have no right of withdrawal from the Concentration Account, (ii) the funds on deposit in the Concentration Account shall

at all times be collateral security for all of the Obligations and may be applied on a daily basis by the Administrative Agent to reduce the Obligations in the order set forth in Section 8.04 and (iii) the funds on deposit in the Concentration Account shall be applied as provided in this Agreement (subject to the ABL/Term Loan Intercreditor Agreement). In the event that, notwithstanding the provisions of this Section 6.20, any Loan Party receives or otherwise has dominion and control of any Cash Receipts which are not on deposit in the Concentration Account, such Cash Receipts shall be held by such Loan Party for the Administrative Agent in Deposit Accounts subject to a Deposit Account Control Agreement and shall, not later than the Business Day after receipt thereof, be deposited into the Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Administrative Agent.

(d) The Loan Parties may not direct, and the Administrative Agent shall have sole control over, the manner of disposition of funds in the Approved Deposit Accounts. The Administrative Agent and the other Secured Parties hereby acknowledge and agree that the Loan Parties shall have no right to withdraw all funds remaining on deposit in any Concentration Account, and the Administrative Agent shall be permitted to direct any account bank under any Deposit Account Control Agreement to ACH or wire transfer any Cash Receipts into any Concentration Account.

(e) [Reserved].

(f) [Reserved].

Section 6.21 Borrowing Base Certificate; Appraisals and Field Examinations.

(a) The Administrative Borrower shall provide the Administrative Agent with a Borrowing Base Certificate setting forth the calculation of each Borrowing Base and of Excess Availability as of the last Business Day of the applicable period set forth below, duly completed and executed by a Responsible Officer of the Administrative Borrower, together with all schedules required pursuant to the terms of the Borrowing Base Certificate duly completed:

(i) [reserved];

(ii) on each Thursday of each week (as of the immediately preceding Friday); provided, that with respect to any Borrowing Base Certificate to be delivered as of the end of any fiscal month, within five (5) Business Days after the end of such fiscal month; and

(iii) prior to, and as a condition to the permissibility of the consummation of, any Disposition (including a Restricted Payment, Investment, the release of a Guarantor or Borrower from its obligations under the Loan Documents, the designation of any subsidiary as an Unrestricted Subsidiary, or the subordination of any Lien) that would result in the release or subordination of the Administrative Agent's Liens on, or the release of a Loan Party owning, Collateral included in the determination of any Borrowing Base, the Borrower shall provide to the Administrative Agent (for distribution to the Lender) an updated Borrowing Base Certificate demonstrating that Excess Availability is greater than zero ($0.00) after giving pro forma effect to such transaction or event.

(b) The Administrative Borrower shall furnish to the Administrative Agent any information that the Administrative Agent may reasonably request regarding the determination and calculation of each Borrowing Base including correct and complete copies of any invoices, underlying agreements, instruments or other documents and the identity of all Account Debtors in respect of Accounts referred to therein.

(c) The Administrative Agent shall carry out, at the Borrowers' expense, Inventory Appraisals as frequently as determined by the Administrative Agent on and after the Ratification Effective Date.

(d) The Administrative Agent may carry out, at the Borrowers' expense, Field Examinations as frequently as determined by the Administrative Agent on and after the Ratification Effective Date.

Section 6.22 DIP Budget. The Borrowers shall have delivered the DIP Budget as required by Section 6.3(b) of the Ratification Agreement and as otherwise required in accordance with Section 6.3 of the Ratification Agreement.

Section 6.23 Additional Covenants; Milestones. The Borrowers covenant and agree to perform all of the covenants and milestones set forth in Section 6.5 of the Ratification Agreement in accordance with the applicable timing referred to in the Ratification Agreement.

Section 6.24 Certain Other Bankruptcy Matters.

(b) Parent and its Subsidiaries shall comply (i) in all respects, after entry thereof, with all of the requirements and obligations set forth in the Financing Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance with this Agreement, (ii) in all respects, after entry thereof, with each order of the type referred to in clause (b) of the definition of "Approved Bankruptcy Court Order", as such orders, if entered by the Bankruptcy Court, must comply with, and only be modified from time to time in accordance with, clause (b) of the definition of "Approved Bankruptcy Court Order," and (iii) in all material respects, after entry thereof, with the orders (to the extent not covered by subclause (i) or (ii) above) approving the Debtors' "first day" and "second day" relief obtained in the Chapter 11 Cases, as such orders, if entered by the Bankruptcy Court, must comply with, and only be modified from time to time in accordance with, clause (c) of the definition of "Approved Bankruptcy Court Order".

(c) The US Borrower shall provide at least five (5) Business Days' (or such shorter notice acceptable to Lender in its sole discretion) prior written notice to Administrative Agent and its advisors prior to any assumption or rejection of any Loan Party's or any other Subsidiary's material contracts or material non-residential real property leases pursuant to Section 365 of the Bankruptcy Code, and no such contract or lease shall be assumed or rejected, if such assumption or rejection adversely impacts (i) the Collateral, any Liens thereon or any DIP Superpriority Claims payable therefrom (including, without limitation, any sale or other disposition of Collateral or the priority of any such Liens or DIP Superpriority Claims), (ii) any transaction outside of the ordinary course of business with any Affiliate of US Borrowers, if Lender informs the US Borrower in writing within three (3) Business Days of receipt of the notice from the US Borrower referenced above that it objects to such assumption or rejection, as applicable.

ARTICLE VII

Negative Covenants

So long as the Termination Conditions have not been satisfied, the Borrower shall not (and, with respect to Section 7.09 only, Parent shall not), nor shall they permit the Restricted Subsidiaries to:

Section 7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the Closing Date and set forth on Schedule 7.01(b);

(c) Liens for Taxes, assessments or governmental charges (i) which are not overdue for a period of more than thirty (30) days, (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP or (iii) the nonpayment of which would not result in a breach of Section 6.14;

(d) statutory or common law Liens of landlords, carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors or other like Liens arising in the ordinary course of business (i) which secure amounts not overdue for a period of more than thirty (30) days or if more than thirty (30) days overdue, are unfiled (or if filed have been discharged or stayed) and no other action has been taken to enforce such Lien or (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;

(e) (i) pledges, deposits or Liens arising as a matter of law in the ordinary course of business in connection with workers' compensation, payroll taxes, unemployment insurance and other social security legislation and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to any Borrower or any Restricted Subsidiary;

(f) Liens incurred in the ordinary course of business to secure the performance of bids, trade contracts, governmental contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations);

(g) easements, rights-of-way, restrictions, covenants, conditions, encroachments, protrusions and other similar encumbrances and minor title defects affecting real property which, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of any Borrower or any Restricted Subsidiary;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(g);

(i) Liens securing Indebtedness permitted under Section 7.03(f); provided that (i) such Liens attach concurrently with or within two hundred and seventy (270) days after the acquisition, construction, repair, replacement or improvement (as applicable) of the property subject to such Liens, (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, replacements thereof and additions and accessions to such property and the proceeds and the products thereof and customary security deposits, and (iii) with respect to Capitalized Leases, such Liens do not at any time extend to or cover any assets (except for additions and accessions to such assets, replacements and products thereof and customary security deposits) other than the assets subject to such Capitalized Leases; provided that individual financings of equipment provided by one lender may be cross-collateralized to other financings of equipment provided by such lender;

(j) leases, licenses, subleases or sublicenses and Liens on the property covered thereby, in each case, granted to others in the ordinary course of business which do not (i) interfere in any

material respect with the business of any Borrower or any Restricted Subsidiary, taken as a whole, or (ii) secure any Indebtedness;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(l) Liens (i) of a collection bank (including those arising under Section 4-210 of the Uniform Commercial Code) on the items in the course of collection and (ii) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of set off) and which are within the general parameters customary in the banking industry;

(m) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.02(j), (n), (t) or (y) to be applied against the purchase price for such Investment and (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(n) Liens in favor of a Borrower or a Restricted Subsidiary securing Indebtedness permitted under Section 7.03(e); provided that any Lien in favor of a Restricted Subsidiary that is not a Loan Party shall be a Lien ranking junior to the Lien on the Collateral securing the Obligations; and such Indebtedness may not be secured by any assets that are not Collateral.

(o) Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Restricted Subsidiary (other than by designation as a Restricted Subsidiary pursuant to Section 6.13), in each case after the Closing Date; provided that (i) such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (ii) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and other than after-acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition) and (iii) the Indebtedness secured thereby is permitted under Section 7.03;

(p) any interest or title of a lessor or sublessor under leases or subleases entered into by any Borrower or any Restricted Subsidiary in the ordinary course of business;

(q) Liens, if any, arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by any Borrower or any Restricted Subsidiary in the ordinary course of business;

(r) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence of Indebtedness, (ii) relating to pooled deposit or sweep accounts of any Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of any Borrower or any Restricted Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of any Borrower or any Restricted Subsidiary in the ordinary course of business;

(s) Liens, if any, arising from precautionary Uniform Commercial Code or PPSA financing statement filings;

(t) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(u) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of any Borrower or any Restricted Subsidiary;

(v) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit issued for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(w) the modification, replacement, renewal or extension of any Lien permitted by clauses (b), (i) and (o) of this Section 7.01; provided that (i) the Lien does not extend to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 7.03, and (B) proceeds and products thereof; and (ii) the renewal, extension or refinancing of the obligations secured or benefited by such Liens is permitted by Section 7.03;

(x) ground leases in respect of real property on which facilities owned or leased by any Borrower or any Restricted Subsidiary are located;

(y) Liens on property of a Non-Loan Party securing Indebtedness or other obligations of such Non-Loan Party and Liens on Excluded Property;

(z) Liens solely on any cash earnest money deposits made by any Borrower or any Restricted Subsidiary in connection with any letter of intent or purchase agreement permitted hereunder;

(aa) [reserved];

(bb) Liens securing other Indebtedness permitted by Section 7.03(m);

(cc) [reserved];

(dd) Liens securing Indebtedness permitted pursuant to Section 7.03(w) and (y); provided, that such Liens shall rank junior to the Liens on the ABL Priority Collateral securing the Obligations (but may not be secured by any assets that are not Collateral) and, in any such case, the beneficiaries thereof (or an agent on their behalf) shall have entered into the Applicable Intercreditor Agreement;

(ee) [reserved];

(ff) Liens on the Collateral securing the Term Loan Credit Agreement and the DIP Term Loan Terms Sheet/DIP Term Loan Facility, subject, in the case of the Term Loan Credit Agreement, to the ABL/Term Loan Intercreditor Agreement and, in the case of the DIP Term Loan Terms Sheet/DIP Term Loan Facility, to the Financing Order;

(gg) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Law;

(hh) [reserved];

(ii) [reserved];

(jj) [reserved];

(kk) all Liens existing on the Petition Date that constitute "Pre-Petition Priority Liens";

(ll) Liens arising out of conditional sale, title retention, consignment or similar arrangements with vendors for the sale or purchase of goods (other than tire inventory) entered into by the Borrower or any Subsidiary of the Borrower in the ordinary course of business;

(mm) the Carve-Out Expenses;

(nn) Liens in respect of the cash collateralization of letters of credit (including pursuant to the Loan Documents); and

(oo) [reserved].

Any Lien incurred in compliance with this Section 7.01 after the Closing Date that is secured by the Collateral and documented outside this Agreement will be subject to (A) if secured on the Collateral on a junior lien basis with the Obligations, a Junior Lien Intercreditor Agreement and/or (B) if secured on the Collateral on a pari passu basis with the Term Loan Obligations, the ABL/Term Loan Intercreditor Agreement.

Section 7.02 Investments. Make any Investments, except as provided in the Financing Orders and the DIP Budget.

Section 7.03 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except as provided in the Financing Orders and the DIP Budget.

Section 7.04 Fundamental Changes. Merge, amalgamate, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person (including, in each case, pursuant to a Division), except as provided for in the Financing Orders and the DIP Budget.

Section 7.05 Dispositions. Make any Disposition, except as provided for in the Financing Orders and the DIP Budget.

Section 7.06 Restricted Payments. Declare or make any Restricted Payment, except as provided for in the Financing Orders and the DIP Budget.

Section 7.07 [Reserved].

Section 7.08 Prepayments, Etc., of Indebtedness.

(a) Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Subordinated Debt (any such prepayment, repayment, redemption, purchase, defeasance or satisfaction, a "Junior Debt Repayment") except (a) with the prior written consent of the Administrative Agent (and no such consent shall be implied, from any other action, inaction or acquiescence by the Administrative Agent), and (b) to the extent specifically set forth in the DIP Budget.

(b) Amend, modify or change any term or condition of any Junior Debt Documents or Organization Documents except to the extent permitted by the Financing Orders and the DIP Budget.

Section 7.09 Holdings Covenant.

(a) In the case of Parent, engage in any material business or operations, it being agreed that the following activities (and activities incidental thereto) will not be prohibited:

(i) its ownership of the Equity Interests of the Borrowers;

(ii) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance) (it being understood that Parent may convert to a limited liability company);

(iii) the performance of its obligations and payments with respect to any Indebtedness permitted to be incurred pursuant to Section 7.03 or any Permitted Refinancing of any of the foregoing;

(iv) any (i) Permitted Tax Restructuring or (ii) public offering of its common stock or any other issuance of its Equity Interests (including Qualified Equity Interests);

(v) making (i) payments or Restricted Payments to the extent otherwise permitted under this Section 7.09 and (ii) Restricted Payments with any amounts received pursuant to transactions permitted under, and for the purposes contemplated by, Section 7.06;

(vi) [reserved];

(vii) making contributions to the capital of its Subsidiaries;

(viii) guaranteeing the obligations of the Borrowers and its Subsidiaries in each case solely to the extent such obligations of the Borrowers and its Subsidiaries are not prohibited hereunder;

(ix) participating in tax, accounting and other administrative matters as a member of a consolidated, combined or unitary group that includes Parent and the Borrowers;

(x) holding any cash or property received in connection with Restricted Payments made by the Borrowers in accordance with Section 7.06 pending application thereof by Parent;

(xi) the entry into and performance of its obligations with respect to contracts and other arrangements directly related to any other activity permitted under this clause (a) and providing indemnification to officers, managers, directors and employees;

(xii) making Investments in assets that are Cash Equivalents;

(xiii) the consummation of the Transactions; and

(xiv) activities incidental to the businesses or activities described in clauses (i) to (xii) of this Section 7.09(a).

(b) Parent may not merge, dissolve, liquidate or consolidated with or into any other Person; *provided* that, notwithstanding the foregoing, as long as no Default exists or would result therefrom, Parent may merge or consolidate with any other Person if the following conditions are satisfied:

(i) Parent shall be the continuing or surviving Person, or

(ii) if the Person formed by or surviving any such merger or consolidation is not Parent or is a Person into which Parent has been liquidated,

(1) the Successor Holdings shall be an entity organized or existing under the laws of the United States, any state thereof or the District of Columbia,

(2) the Successor Holdings shall expressly assume all the obligations of Parent under this Agreement and the other Loan Documents to which Parent is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent,

(3) the Successor Holdings shall pledge 100% of the Equity Interest of the Administrative Borrower to the Collateral Agent as Collateral to secure the Obligations in form reasonably satisfactory to the Administrative Agent, and

(4) the Administrative Borrower shall have delivered to the Administrative Agent an officer's certificate and an opinion of counsel, each stating that such merger or consolidation and such supplement to this Agreement or any Collateral Document comply with this Agreement and, with respect to such opinion of counsel only, including customary organization, due execution, no conflicts and enforceability opinions to the extent reasonably requested by the Administrative Agent;

it being agreed that if the foregoing are satisfied, the Successor Holdings will succeed to, and be substituted for, Parent under this Agreement.

Notwithstanding anything herein to the contrary, in the event of any merger, dissolution, liquidation, consolidation, amalgamation or Division of Parent effected in accordance with this Section 7.09, the Administrative Borrower shall or shall cause, with respect to the surviving Person (or new direct Parent Entity) (x) promptly deliver or cause to be delivered to the Administrative Agent for further distribution by the Administrative Agent to each Lender (1) such information and documentation reasonably requested by the Administrative Agent or any Lender in order to comply with applicable "know your customer" and Anti-Money Laundering Laws, including the USA PATRIOT Act and (2) a Beneficial Ownership Certification and (y) 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 or Collateral Agent may reasonably request in order to perfect or continue the perfection of the Liens granted or purported to be granted by the Collateral Documents as promptly as practicable.

Section 7.10 Negative Pledge and Subsidiary Distributions. Enter into any agreement, instrument, deed or lease which prohibits or limits (i) the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of their respective properties or revenues, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Obligations or under the Loan Documents (ii) the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to any of its Equity Interests; provided that the foregoing shall not apply to:

(a) restrictions and conditions imposed by (A) law or (B) any Loan Document or (C) the Term Facility as in effect on the date hereof;

(b) restrictions and conditions existing on the Closing Date or to any extension, renewal, amendment, modification or replacement thereof, except to the extent any such amendment, modification or replacement expands the scope of any such restriction or condition;

(c) customary restrictions and conditions arising in connection with any Disposition permitted by Section 7.05;

(d) customary provisions in leases, licenses and other contracts restricting the assignment thereof;

(e) restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent such restriction applies only to the property securing such Indebtedness;

(f) any restrictions or conditions set forth in any agreement in effect at any time any Person becomes a Restricted Subsidiary (but not any modification or amendment expanding the scope of any such restriction or condition), provided that such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary and the restriction or condition set forth in such agreement does not apply to any Borrower or any Restricted Subsidiary;

(g) any restrictions or conditions in any Indebtedness permitted pursuant to Section 7.03 to the extent such restrictions or conditions are no more restrictive than the restrictions and conditions in the Loan Documents or, in the case of Subordinated Debt, are market terms at the time of issuance or, in the case of Indebtedness of any Non-Loan Party, are imposed solely on such Non-Loan Party and its Subsidiaries, provided that any such restrictions or conditions permit compliance with the Collateral and Guarantee Requirement and Section 6.10;

(h) any restrictions on cash or other deposits imposed by agreements entered into in the ordinary course of business;

(i) customary provisions in shareholders agreements, joint venture agreements, organizational documents or similar binding agreements relating to any JV Entity or non-Wholly-Owned Restricted Subsidiary and other similar agreements applicable to JV Entities and non-Wholly-Owned Restricted Subsidiaries permitted under Section 7.02 and applicable solely to such JV Entity or non-Wholly-Owned Restricted Subsidiary and the Equity Interests issued thereby;

(j) customary restrictions in leases, subleases, licenses or asset sale agreements and other similar contracts otherwise permitted hereby so long as such restrictions relate only to the assets subject thereto;

(k) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(l) customary net worth provisions contained in real property leases entered into by Subsidiaries Parent (other than the Administrative Borrower), so long as the Administrative Borrower has determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of Parent, any Borrower and the other Subsidiaries of Parent to meet their ongoing obligation;

(m) 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 Administrative Borrower, no more restrictive with respect to Parent, the Borrowers or any Restricted Subsidiary than customary market terms for Indebtedness of such type, so long as the Administrative Borrower shall have determined in good faith that such restrictions will not adversely affect in any material respect its obligation or ability to make any payments required hereunder; and

(n) restrictions arising in any agreement relating to (i) any Cash Management Obligation to the extent such restrictions relate solely to the cash, bank accounts or other assets or activities subject to the applicable cash management services and (ii) any Swap Contacts.

Section 7.11 Financial Covenant. At all times the Loan Parties will not permit Excess Availability to be less than (a) at any time prior to the entry of the Interim Financing Order and the satisfaction of the conditions under the DIP Term Loan Credit Agreement for the Debtors to access the first $125 million of DIP Term Loans (the "First Reduction Conditions"), $90,000,000, (b) after the First Reduction Conditions are satisfied and prior to the entry of the Final Financing Order and the satisfaction of the conditions under the DIP Term Loan Credit Agreement for the Debtors to access the second $125 million of DIP Term Loans (the "Second Reduction Conditions"), $64,000,000 and (c) after the Second Reduction Conditions are satisfied and thereafter, $54,000,000.

Section 7.12 Canadian Defined Pension Benefit Plans. No Canadian Loan Party or Affiliate shall become liable under or contribute to any Canadian Defined Pension Benefit Plan.

Section 7.13 Special Covenant Regarding Material Intellectual Property. No Loan Party shall transfer (by means of Investment, Disposition or otherwise) any Material Intellectual Property to any Non-Loan Party; provided, that, for the avoidance of doubt, this Section 7.13 shall not restrict the Borrowers or the Restricted Subsidiaries from licensing intellectual property on a non-exclusive basis to any Unrestricted Subsidiary or Non-Loan Party to the extent not otherwise prohibited.

Section 7.14 Additional Bankruptcy Matters. Borrowers shall not nor shall any of the other Loan Parties, do any of the following:

(a) assert or prosecute any claim or cause of action against any of the Secured Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Agents or any Lender;

(b) subject to the terms of the Financing Orders and subject to Section 8.01, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents or the Lenders with respect to the Collateral following the occurrence of an Event of Default (provided that any Loan Party may contest or dispute whether an Event of Default has occurred); or

(c) except as expressly provided or permitted hereunder (including, without limitation, to the extent expressly identified in any line item in the DIP Budget or pursuant to any "first day" or "second day" orders complying with the terms of this Agreement) or, with the prior consent of Lender, as provided pursuant to any other Approved Bankruptcy Court Order, make any payment or distribution to any Affiliate or insider of any of the Borrowers outside of the ordinary course of business.

Section 7.15 Other Superpriority Claim. Incur, create, assume, suffer to exist or permit any other Superpriority Claim which is pari passu with or senior to the claims of the Agent and the Lenders against the Loan Parties hereunder, except for the Carve-Out Expenses.

ARTICLE VIII

Events of Default and Remedies

Section 8.01 Events of Default. Any of the following events referred to in any of clauses (a) through (n) inclusive of this Section 8.01 shall constitute an "Event of Default":

(a) Non-Payment. Any Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or (ii) within five (5) Business Days after the same becomes due, any interest on any Loan or any other amount payable hereunder or with respect to any other Loan Document; or

(b) Specific Covenants. Any Borrower or any Subsidiary Guarantor or, in the case of Section 7.10, Parent, fails to perform or observe any term, covenant or agreement contained in:

(i) any of Sections 2.19, 6.03(a), Section 6.04, 6.20, Section 6.21(a), 6.22, 6.23, 6.24 or Article VII, or

(c) Other Defaults. Any Borrower or any Subsidiary Guarantor fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after receipt by the Administrative Borrower of written notice thereof by the Administrative Agent; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made and such incorrect or misleading representation, warranty, certification or statement of fact, if capable of being cured, remains so incorrect or misleading for ten (10) days after receipt by the Administrative Borrower of written notice thereof by the Administrative Agent or the Required Lenders (provided, that such 10 day period shall not apply in the case of any representation or warranty relating to the Borrowing Base which misrepresentation has given rise to any Overadvance, and provided that the Lenders shall be entitled retroactively to the rights arising from the correct Borrowing Base if pricing, reporting or other matters are affected by such misrepresentation); or

(e) Cross-Default. Any Borrower or any Subsidiary Guarantors (A) fails to make any payment beyond the applicable grace period with respect thereto, if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder) having an aggregate principal amount exceeding the Threshold Amount, (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs (other than (i) with respect to Indebtedness consisting of Swap Contracts, termination events or equivalent events pursuant to the terms of such Swap Contracts and (ii) any event requiring prepayment pursuant to customary asset sale events, insurance and condemnation proceeds events, change of control offers events and excess cash flow and indebtedness sweeps), 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, with the giving of notice if required, all 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 all such Indebtedness to be made, prior to its stated maturity; provided that this clause (e)(B) shall not apply to secured Indebtedness that becomes

due (or requires an offer to purchase) 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 and under the documents providing for such Indebtedness; provided, further, that such failure or breach is unremedied and is not waived by the required holders of such Indebtedness, or (C) there occurs any "Event of Default" under and as defined in the DIP Term Loan Credit Agreement or any Loan Document (as defined in the DIP Term Loan Credit Agreement); or

(f) Insolvency Proceedings, Etc. Except with respect to any dissolution or liquidation of a Restricted Subsidiary expressly permitted by Section 7.04 in connection with the consummation of a Permitted Tax Restructuring, Parent, any Borrower or any of the Restricted Subsidiaries which is a Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days; or an order for relief is entered in any such proceeding, in each case due to the commencement of the Chapter 11 Cases; or

(g) Judgments. There is entered against a Loan Party a final, enforceable, and non-appealable judgment or order from a court of competent jurisdiction for the payment of money or a requirement to pay issued by a Canadian Governmental Authority in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance or another indemnity obligation) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty (60) consecutive days, in each case due to the commencement of the Chapter 11 Cases; or

(h) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 7.04 or Section 7.05) or solely as a result of acts or omissions by the Administrative Agent or any Lender or the satisfaction in full of all the Obligations, ceases to be binding, enforceable and in full force and effect or ceases to create a valid and perfected lien, with the priority set forth in the Applicable Intercreditor Agreement on a material portion of the Collateral covered thereby; or any Loan Party contests in writing the validity or enforceability of any material provision of any Collateral Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Collateral Document (other than as a result of repayment in full of the Obligations and termination of the Aggregate Commitments), or purports in writing to revoke or rescind any Collateral Document; or

(i) Invalidity of Guarantees. Any Guarantee, after its execution and delivery, provided by any other Guarantor that is a Material Subsidiary, or any material provision thereof, ceases to be in full force and effect (other than pursuant to the terms hereof or thereof) or any Loan Party denies or disaffirms in writing any such Guarantor's material obligations under its Guarantee(other than (x) as a result of repayment in full of the Obligations and terminations of the Commitments, (y) upon the release of such Guarantor as provided for under the Loan Document or in accordance with its terms or (z) resulting from acts or omissions of a Secured Party or the application of applicable law); or

(j) Change of Control. There occurs any Change of Control; or

(k) ERISA. (i) An ERISA Event occurs or Pension Event which, individually or together with other ERISA Events and Pension Events which have occurred, has resulted or could reasonably be expected to result in liability 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 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 the remaining balance of which could reasonably be expected to result in a Material Adverse Effect; or

(l) Bankruptcy or insolvency of any of the Loan Parties' subsidiary that is not a Debtor as of the Petition Date, unless prior to filing such subsidiary becomes a Loan Party and within five (5) Business Days of filing, such subsidiary's chapter 11 case becomes jointly administered with the Debtors; or

(m) Commencement of ancillary or plenary insolvency proceedings in applicable foreign jurisdictions with respect to any Debtor and the entry of applicable recognition, administrative and substantive orders by the applicable court, in each case without prior consent of the Administrative Agent or on terms not satisfactory to the Required Consenting New Administrative Agent; or

(n) Additional Bankruptcy Events of Default. The occurrence of any of the following:

(i) the entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or any Loan Party files a motion or other pleading seeking entry of such an order or supports or fails to promptly oppose such dismissal or conversion;

(ii) a trustee, responsible officer or an examiner having expanded powers under Bankruptcy Code section 1104 (other than (x) a fee examiner or (y) for purposes of an investigation pursuant to Sections 1106(a)(3) and (4) of the Bankruptcy Code) is appointed or elected in the Chapter 11 Cases, any Loan Party or applies for, consents to, supports, acquiesces in or fails to promptly oppose, any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment, in each case without the prior written consent of the Agents in their sole discretion;

(iii) (A) the entry of an order staying, reversing or vacating the Interim Financing Order or the Final Financing Order or modifying or amending the Interim Financing Order or Final Financing Order other than in form and substance satisfactory to Administrative Agent, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of Administrative Agent in its sole discretion; (B) the entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by any of the Loan Parties have not obtained use of cash collateral (consensually or non-consensually); (C) the entry of an order in any of the Chapter 11 Cases granting relief from any stay or proceeding (including, without limitation, the automatic stay) so as to allow any third party to proceed with foreclosure (or the granting of a deed in lieu of foreclosure or the like) against any assets of the Loan Parties with a value in excess of $100,000 in the aggregate; (D) commencement of an involuntary case in any jurisdiction against any Borrower, which case is not being vigorously opposed by such Borrower(s), (E) the entry of a final non-appealable order in the Chapter 11 Cases charging any of the Collateral under Section 506(c) of the Bankruptcy Code against the Administrative Agent or the commencement of other actions by the Loan Parties that challenges the rights and remedies of any of the Agents under the Facility in any of the Chapter 11 Cases or inconsistent with the Loan Documents; (F) without the prior written consent of Administrative Agent, any Loan Party shall file a motion seeking or take any action supporting a motion seeking, or the Bankruptcy Court shall enter an order in any of the Chapter 11 Cases authorizing (1) financing under Section 364 of the Bankruptcy Code (other than the DIP Facilities) or (2) the sale of all

or substantially all of the Loan Parties' assets (unless such order contemplates payment in full in cash of the Obligations upon the closing of such financing or consummation of such sale, whether pursuant to a plan of reorganization or otherwise); or (G) the filing or support of any pleading by any Loan Party (or any direct or indirect parent thereof) seeking, or otherwise consenting to, any of the matters set forth in clauses (A) through (G) above, unless such filing or any pleading is in connection with the enforcement of the Loan Documents against Administrative Agent;

(iv) the making of any material payments in respect of prepetition obligations other than (i) to the extent permitted by an Approved Bankruptcy Court Order (and not otherwise prohibited by this Agreement or any other Approved Bankruptcy Court Order then in effect), or (ii) as otherwise agreed to in writing by Administrative Agent;

(v) an order of the Bankruptcy Court granting, other than in respect of the credit facility evidenced by this Agreement and the Carve-Out or as otherwise permitted under the applicable Loan Documents, any claim entitled to superpriority administrative expense claim status in the Chapter 11 Cases pari passu with or senior to the claims of the Administrative Agent pursuant to the Loan Documents, or the filing by any Loan Party of a motion or application seeking entry of such an order;

(vi) other than with respect to the Carve-Out, the liens provided for in the Loan Documents, any Borrower or any other Loan Party shall create or incur, or the Bankruptcy Court enters an order granting, any claim on Collateral which is pari passu with or senior to any liens under the Prepetition ABL Facility, the adequate protection liens and adequate protection obligations granted under the Financing Orders in contravention of the lien priorities specified in Section 2.23;

(vii) noncompliance by any Loan Party or any of its Subsidiaries with the terms of the Interim Financing Order or, after entry thereof, the Final Financing Order;

(viii) the Loan Parties or any of their Subsidiaries (or any direct or indirect parent of any Loan Party), or any person claiming by or through any of the foregoing, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against Administrative Agent or any other Credit Party regarding the Revolving Facility; or

(ix) (A) a plan of reorganization shall be confirmed in any of the Chapter 11 Cases that is not an plan of reorganization in form and substance satisfactory to the Administrative Agent and Required Lenders, or any order shall be entered which dismisses any of the Chapter 11 Cases and which order (1) does not provide for termination of the unused commitments under the DIP Facility and payment in full in cash of the Loan Parties' obligations under the DIP Facility, (2) does not provide for release and exculpatory provisions relating to the Administrative Agent and the other Credit Parties that are satisfactory to Administrative Agent and Required Lenders and (3) is not otherwise reasonably satisfactory to Administrative Agent and Required Lenders, or (B) any of the Loan Parties or any of their subsidiaries (or any of their direct or indirect parents) shall file, propose, support, or fail to promptly contest in good faith the filing or confirmation of such a plan or the entry of such an order.

(x) the occurrence of any condition or event which permits Administrative Agent to exercise any of the rights and remedies set forth in the Financing Order, including, without limitation, any Event of Default (as defined in the Financing Order);

(xi) the termination or non-renewal of the Loan Documents as provided for in the Financing Order;

(xii) except as contemplated in the Loan Documents, any Borrower or Guarantor suspends or discontinues or is enjoined by any court or Governmental Authority from continuing to conduct all or any material part of its business, or a trustee, receiver or custodian is appointed for any Borrower or Guarantor, or any of their respective properties;

(xiii) any act, condition or event occurring after the Petition Date that has or would reasonably expect to have a Material Adverse Effect;

(xiv) the conversion of any Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code;

(xv) the dismissal of any Chapter 11 Case or any subsequent Chapter 7 case, either voluntarily or involuntarily or the termination, suspension or modification of the stay of proceedings in the Chapter 11 Cases, either voluntarily or involuntarily;

(xvi) the grant of a lien on or other interest in any property of any Borrower or Guarantor other than Permitted Encumbrances or by the Financing Order or an administrative expense claim other than such administrative expense claim permitted by the Financing Order or this Agreement by the grant of or allowance by the Bankruptcy Court which is superior to or ranks in parity with Administrative Agent's security interests in or liens upon the Collateral or its Superpriority Claim (as defined in the Financing Order);

(xvii) the Financing Order shall be (i) reversed, revoked, remanded, stayed, rescinded, vacated, modified in a manner that is adverse or could reasonably be expected to be adverse to the (A) interests of Administrative Agent prior to the Maturity Date, or (ii) amended on appeal or by the Bankruptcy Court without the prior written consent of Administrative Agent, and no such consent shall be implied from any other authorization or acquiescence by Administrative Agent;

(xviii) the appointment of a trustee pursuant to Sections 1104(a)(1) or 1104(a)(2) of the Bankruptcy Code;

(xix) the appointment of an examiner with expanded powers pursuant to Section 1104(a) of the Bankruptcy Code;

(xx) the Loan Parties or any of their subsidiaries, or any Person claiming by or through the Loan Parties or any of their Subsidiaries, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any of the Agents, the Lenders or any Prepetition ABL Secured Parties and their respective rights and remedies under or related to the Facility or the Financing Orders in any of the Chapter 11 Cases or inconsistent with the Loan Documents or any Financing Order;

(xxi) prior to the Maturity Date, the filing of a plan of reorganization, disclosure statement or liquidation by or on behalf of any Borrower or Guarantor, to which Administrative Agent has not consented in writing, which does not provide for payment in full of all Obligations on the effective date thereof in accordance with the terms and conditions contained herein, and from and after the Maturity Date;

(xxii) prior to the Maturity Date, the confirmation of any plan of reorganization or liquidation in the Chapter 11 Case of any Borrower or Guarantor, to which Administrative Agent has not consented in writing, which does not provide for payment in full of all Obligations on the effective date thereof in accordance with the terms and conditions contained herein;

(xxiii) any Borrower or any Guarantor makes an assignment for the benefit of creditors, makes or sends notice of a bulk transfer or calls a meeting of its creditors or principal creditors in connection with a moratorium or adjustment of the Indebtedness due to them; or

(xxiv) the Final Financing Order shall not have been entered by the Bankruptcy Court, and become effective, within thirty-five (35) days of the Petition Date.

Section 8.02 Remedies Upon Event of Default.

(a) General. If any Event of Default occurs and is continuing (other than an Event of Default under Section 8.01(b)(iv) unless the condition of the proviso contained therein have been satisfied), the Administrative Agent may and, at the request of the Required Lenders, shall take any or all of the following actions:

(i) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers;

(iii) require that the Borrowers Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(iv) 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;

provided that upon the occurrence of an Event of Default under Section 8.01(f) or (g) with respect to Parent or a Borrower, the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

Section 8.03 Exclusion of Immaterial Subsidiaries. Solely for the purpose of determining whether a Default has occurred under clause (f) or (g) of Section 8.01, any reference in any such clause to any Restricted Subsidiary or Loan Party shall be deemed not to include any Subsidiary that is an Immaterial Subsidiary or at such time could, upon designation by the Administrative Borrower, become an Immaterial Subsidiary affected by any event or circumstances referred to in any such clause unless the Consolidated EBITDA of such Subsidiary together with the Consolidated EBITDA of all other Subsidiaries affected by such event or circumstance referred to in such clause, shall exceed 5% of the Consolidated EBITDA of the Administrative Borrower and the Restricted Subsidiaries.

Section 8.04 Application of Funds. If the circumstances described in Section 2.12(g) have occurred, or 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 and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), including in any bankruptcy or insolvency proceeding, any amounts received on account of the

Obligations shall be applied by the Administrative Agent, subject to the Applicable Intercreditor Agreement then in effect, in the following order:

First, to payment of that portion of the 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 each Agent in its capacity as such (other than in connection with Cash Management Obligations or Obligations in respect of Secured Hedge Agreements);

Second, to pay interest due in respect of all Protective Advances until paid in full;

Third, to pay the principal of all Protective Advances until paid in full;

Fourth, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (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 Fourth payable to them (other than in connection with Cash Management Obligations or Obligations in respect of Secured Hedge Agreements);

Fifth, to pay interest accrued in respect of the Swing Line Loans until paid in full;

Sixth, to pay the principal of all Swing Line Loans until paid in full;

Seventh, to pay interest accrued in respect of the Revolving Credit Loans (other than Protective Advances) until paid in full;

Eighth, ratably (i) to pay the principal of all Revolving Credit Loans (other than Protective Advances) until paid in full, (ii) to the Administrative Agent, to be held by the Administrative Agent, for the benefit of the L/C Issuers, as Cash Collateral in an amount up to 103% of the maximum drawable amount of any outstanding Letters of Credit and (iii) up to the amount of the most recently established Reserves (if any) in respect of Cash Management Obligations and Secured Hedge Obligations (as applicable), to (y) pay to the Cash Management Banks and Hedge Banks such amounts then certified by each applicable Cash Management Bank and Hedge Bank to the Administrative Agent (in form and substance satisfactory to the Administrative Agent) to be due and payable to such Cash Management Bank or Hedge Bank on account of Cash Management Obligations or Secured Hedge Obligations of any Loan Party or any Restricted Subsidiary (but in each case not in excess of the Reserves (if any) established for the Cash Management Obligations or Secured Hedge Obligations of such Cash Management Bank or Hedge Bank, as applicable) and (z) with any balance to be paid to the Administrative Agent, to be held by the Administrative Agent, for the ratable benefit of the Cash Management Banks and the Hedge Banks, as cash collateral (which cash collateral may be released by the Administrative Agent to the applicable Cash Management Bank or Hedge Bank and applied by such Cash Management Bank or such Hedge Bank to the payment or reimbursement of any amounts due and payable with respect to such Cash Management Obligations and Secured Hedge Obligations owed to the applicable Cash Management Bank and Hedge Bank as and when such amounts first become due and payable and, if and at such time as all such Cash Management Obligations and Secured Hedge Obligations are paid or otherwise satisfied in full, the cash collateral held by the Administrative Agent in respect of such Cash Management Obligations and Secured Hedge Obligations shall be reapplied pursuant to this Section 8.04, beginning with clause First hereof);

Ninth, to the payment of all other Obligations (other than the Obligations set forth in clauses Tenth, Eleventh, Twelfth, Thirteenth and Fourteenth below and other than Cash Management Obligations and Secured Hedge Obligations set forth in clause Fifteenth below) of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties (other than any Defaulting Lenders) on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Secured Parties (other than any Defaulting Lenders) on such date, until paid in full;

Tenth, to pay interest accrued in respect of the FILO Term Loans until paid in full;

Eleventh, ratably to pay the principal of all FILO Term Loans until paid in full;

Twelfth, ratably to pay fees or premiums then due of the 2024 Delayed Draw FILO Loans under the Loan Documents until paid in full;

Thirteenth, ratably to pay (i) any remaining amounts owing with respect to any Obligations in respect of Secured Hedge Agreements until paid in full and (ii) any remaining amounts owing with respect to Cash Management Obligations until paid in full, in each case as then certified by each applicable Hedge Bank and Cash Management Bank to the Administrative Agent (in form and substance satisfactory to the Administrative Agent) to be due and payable to such Hedge Bank or Cash Management Bank;

Fourteenth, to pay interest accrued in respect of the 2024 Delayed Draw FILO Loans until paid in full;

Fifteenth, ratably to pay the principal of all 2024 Delayed Draw FILO Loans until paid in full;

Sixteenth, ratably to pay any Obligations owed to Defaulting Lenders, until paid in full; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the Borrowers or as otherwise required by Law.

Subject to Section 2.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Eighth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above and, if no Obligations remain outstanding, to the Borrowers. Notwithstanding the foregoing, no amounts received from any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

Section 8.05 [Reserved].

ARTICLE IX

Administrative Agent and Other Agents

Section 9.01 Appointment and Authorization of Agents.

(a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it

by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Administrative Agent shall have no duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Loan Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) [Reserved].

(c) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (in its capacities as a Lender, Swing Line Lender (if applicable), L/C Issuer (if applicable) and a potential Hedge Bank or Cash Management Bank) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of (and to hold any security interest, charge or other Lien created by the Collateral Documents for and on behalf of or on trust for) 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 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 9.02 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 (including Section 9.07, 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 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 the Loan Documents and the Collateral Documents and acknowledge and agree that any such action by any Agent shall bind the Lenders.

Section 9.02 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents or of exercising any rights and remedies thereunder) by or through Affiliates, agents, employees, attorneys-in-fact, or sub-agents as shall be deemed necessary by the Administrative Agent, and shall be entitled to advice of counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct. Each such agent, employee, attorneys-in-fact or sub-agent appointed by the Administrative Agent pursuant to this Section 9.02 shall be entitled to the benefits of all provisions of this Article IX (including Section 9.07) and Sections 10.04 and 10.05 as if set forth in full herein with respect thereto.

Section 9.03 Liability of Agents. No Agent-Related Person shall (a) be liable to any Lender for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby, including their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent (except for its own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties

expressly set forth herein), (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or the validity, perfection or priority of any Lien or security interest created or purported to be created under the Collateral Documents, the value or sufficiency of any Collateral or 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, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder or (c) be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders; further, without limiting the generality of the foregoing clause (c), no Agent-Related Person shall (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any Affiliate thereof. No Agent shall 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 such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that such Agent shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Law. No Agent shall be liable for any action taken or not taken by it with the consent or at the request of 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 in the absence of its own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein.

Section 9.04 Reliance by Agents.

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by such Agent and shall not incur any liability for relying thereon. Each Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(b) For purposes of determining compliance with the conditions specified in Section 4.01, 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 9.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Administrative Borrower referring to this Agreement, describing such Default and stating that such notice is a "notice of default." The Administrative Agent will notify the Lenders of its receipt of any such notice. Subject to the other provisions of this Article IX, the Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders in accordance with Article VIII; provided that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

Section 9.06 Credit Decision; Disclosure of Information by Agents. Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrowers and the other Loan Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrowers and the other Loan Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent herein, such Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of any Agent-Related Person. Each Lender expressly agrees and acknowledges that (a) no Agent (i) makes any representation or warranty as to the accuracy of any Field Examination or Inventory Appraisal and (ii) shall be liable for any information contained in any Field Examination or Inventory Appraisal and (b) expressly agrees and acknowledges that the Field Examinations and Inventory Appraisals are not comprehensive audits or examinations, that any Agent or other party performing any Field Examination or Inventory Appraisal will inspect only specific information regarding the Borrowers and their Subsidiaries and will rely significantly upon the Borrowers' and their Subsidiaries' books and records, as well as on representations of the Borrowers' personnel.

Section 9.07 Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it in its capacity as an Agent-Related Person; provided that no Lender

shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting from such Agent-Related Person's own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction; provided that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 9.07 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 (and each Agent-Related Person) upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent (and each Agent-Related Person) 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 Borrowers, provided that such reimbursement by the Lenders shall not affect the Borrowers' continuing reimbursement obligations with respect thereto, if any. The undertaking in this Section 9.07 shall survive termination of the Aggregate Commitments, the payment of all other Obligations and the resignation of the Administrative Agent.

Section 9.08 Agents in their Individual Capacities. Wells Fargo and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though Wells Fargo were not the Administrative Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, Wells Fargo or its Affiliates may receive information regarding any Loan Party or any Affiliate of a Loan Party (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, Wells Fargo shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" include Wells Fargo in its individual capacity.

Section 9.09 Successor Agents. The Administrative Agent may resign as the Administrative Agent and Collateral Agent upon thirty (30) days' notice to the Lenders and the Administrative Borrower. If the Administrative Agent and/or Collateral Agent becomes a Defaulting Lender, then such Administrative Agent or Collateral Agent, as the case may be, may be removed as the Administrative Agent or Collateral Agent, as the case may be, at the reasonable request of the Borrowers and the Required Lenders. If the Administrative Agent resigns under this Agreement, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which appointment of a successor agent shall require the consent of the Borrowers at all times other than during the existence of an Event of Default under Section 8.01(f) or (g) (which consent of the Borrowers shall not be unreasonably withheld or delayed). If, at the time that the Administrative Agent's resignation is effective, it is acting as an L/C Issuer or the Swing Line Lender, such resignation shall also operate to effectuate its resignation as L/C Issuer or the Swing Line Lender, as applicable, and it shall automatically be relieved of any further obligation to issue Letters of Credit, or to make Swing Line Loans. If no successor agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Borrowers, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and Collateral Agent and the term "Administrative Agent" shall mean such successor administrative agent and/or supplemental administrative agent, as the case may be (and the term "Collateral Agent" shall mean such successor

collateral agent, as described in this Section 9.09 and/or supplemental agent, as described in Section 9.02), and the retiring Administrative Agent's appointment, powers and duties as the Administrative Agent and Collateral Agent shall be terminated. After the retiring Administrative Agent's resignation hereunder as the Administrative Agent and Collateral Agent, the provisions of this Article IX and Section 10.04 and Section 10.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent and Collateral Agent under this Agreement. If no successor agent has accepted appointment as the Administrative Agent and Collateral Agent by the date which is thirty (30) days following the retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent and Collateral Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed). Upon the acceptance of any appointment as the Administrative Agent and Collateral Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may reasonably request, in order to (a) continue the perfection of the Liens granted or purported to be granted by the Collateral Documents or (b) otherwise ensure that the Collateral and Guarantee Requirement is satisfied, the Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall, to the extent not previously discharged, be discharged from its duties and obligations under the Loan Documents.

Section 9.10 Administrative Agent May File Proofs of Claim, Credit Bidding. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation 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 Borrowers) 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, or L/C Obligations and all other 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 Lenders 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 and Section 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due to the Administrative Agent under Section 2.09 and Section 10.04.

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 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 clauses (a) through (h) of Section 10.01), (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 canceled, without the need for any Secured Party or any acquisition vehicle to take any further action.

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 Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.11 Collateral and Guaranty Matters. The Lenders irrevocably agree:

(a) that any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document shall be automatically and immediately released (each, a "Lien Release Event") (i) upon satisfaction of the Termination Conditions and the expiration or termination of all Letters of Credit (other than Letters of Credit that have been Cash Collateralized or as to which other arrangements in a manner reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer have been made), (ii) at the time the property subject to such Lien is transferred or to be transferred as part of or in connection with any transfer permitted hereunder or under any other Loan Document to any Person other than any other Loan Party and (iii) subject to Section 10.01, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders, (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under its Guaranty pursuant to clause (c) below or (v) if the property subject to such Lien becomes Excluded Property, Excluded Equity or an asset owned by an Excluded Subsidiary;

(b) upon the request of the Administrative Borrower (such request, the "Release/Subordination Event"), to immediately to release or subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01 (i), (m), (o), (q), (v), (cc) and (ii).

(c) if any Subsidiary Guarantor ceases to be a Restricted Subsidiary, or becomes an Excluded Subsidiary, in each case as a result of a transaction or designation not prohibited hereunder (as certified in writing delivered to the Administrative Agent by a Responsible Officer of the Administrative Borrower) (each a "Guaranty Release Event"), (x) such Subsidiary shall be automatically and immediately released from its obligations under the Guaranty and (y) any Liens granted by such Subsidiary or Liens on the Equity Interests of such Subsidiary (to the extent such Equity Interests have become Excluded Property or are being transferred to a Person that is not a Loan Party) shall be automatically and immediately released from its obligations; *provided* that (i) to the extent any Restricted Subsidiary becomes an Excluded Subsidiary solely as a result of becoming a non-Wholly-Owned Subsidiary, any such release shall only be permitted if such Restricted Subsidiary became a non-Wholly-Owned Subsidiary as a result of a transaction the primary purpose of which was not obtaining the release of such Guaranty (as determined by the Borrower in good faith) and (ii) no such automatic release shall occur if such Guarantor continues to be a guarantor in respect of the Term Facility.

Each Agent agrees that it will promptly take such action and execute any such documents as may be reasonably requested by the Borrower (such actions and such execution, the "Release Actions"), at the Borrower's sole cost and expense and subject to receipt of a Release Certificate, in connection with a Lien Release Event, Release/Subordination Event or Guaranty Release Event and that such actions are not discretionary. In each case as specified in this Section 9.11, the Administrative Agent will promptly (and each Lender irrevocably authorizes the Administrative Agent to), at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, 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 9.11. Prior to releasing or subordinating its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.11, the Administrative Agent and/or the Collateral Agent shall be entitled to receive a certificate of a Responsible Officer of the Administrative Borrower stating that such actions are permitted under this Agreement ("Release Certificate"). Neither the Administrative Agent nor the Collateral Agent shall be liable for any such release undertaken in reliance upon any such certificate of a Responsible Officer of the Administrative Borrower.

Each Lender and each Secured Party irrevocably authorizes and irrevocably directs the Collateral Agent and the Administrative Agent to take the Release Actions and consents to reliance on the Release Certificate. The Secured Parties agree not to give any Agent any instruction or direction inconsistent with the provisions of this Section 9.11. Neither the Administrative Agent nor the Collateral Agent shall be responsible for, or have a duty to ascertain or inquire into, any statement in a Release Certificate, the compliance of any identified transaction with the terms of a Loan Document, any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or contained in any certificate prepared or delivered by any Loan Party in connection with the Collateral or compliance with the terms set forth above or in a Loan Document, nor shall the Administrative Agent or Collateral Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

The Collateral Agent shall have no obligation whatsoever to the Lenders or to any other Person to assure that the Collateral exists or is owned by any Loan Party or is cared for, protected or insured or that the Liens granted to the Collateral Agent herein or pursuant hereto have been properly or sufficiently

or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 9.11 or in any of the Collateral Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to the Lenders, except for its gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

Each Lender expressly and irrevocably agrees that it will not hinder or direct the Administrative Agent or Collateral Agent to take any action that will hinder the automatic release of any security interest, Lien or Guarantee provided for by this Section 9.11 (including, without limitation, in connection with any Disposition permitted pursuant to Section 7.05 and including, without limitation, any refusal to release liens, return possessory collateral, execute and/or file release documentation or take any other reasonably requested actions to documents or effectuate the release of Liens on Collateral, in each case, at the Borrowers' sole cost and expense) and expressly and irrevocably agrees that the Administrative Agent and Collateral Agent shall be authorized to, and shall, take any necessary action to release any such security interest, Lien or Guarantee to the extent authorized to do so by this Section 9.11 without any obligation or requirement to notify or obtain consent from any Lender.

No Material Real Property located in the United States shall be subject to a mortgage hereunder unless Lenders receive forty-five (45) days advance notice and each Lender confirms to the Administrative Agent that it has completed all flood due diligence, received copies of all flood insurance documentation and confirmed flood insurance compliance as required by the Flood Laws or as otherwise satisfactory to such Lender (collectively, the "Flood Insurance Diligence"); provided, that if all Lenders have not completed their required Flood Insurance Diligence within such period, then, notwithstanding anything to the contrary in the Agreement or any other Loan Document, such mortgage does not need to be entered into until fifteen (15) Business Days after the date the Administrative Agent receives such confirmation from all the Lenders that such Flood Insurance Diligence has been completed.

Section 9.12 Other Agents; Arrangers and Managers. None of the Lenders, the Agents, the Lead Arrangers or other Persons identified on the facing page or signature pages of this Agreement as a "co-syndication agent", "joint lead arranger and bookrunner" or "co-arranger" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

Section 9.13 Appointment of Supplemental Administrative Agents.

(a) It is the purpose of this Agreement and the other Loan Documents that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as agent or trustee in such jurisdiction. It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith, or in connection with the administration of the 2024 Delayed Draw FILO Facility and the 2024 Delayed Draw FILO Loans, the Administrative Agent is hereby authorized to

appoint an additional individual or institution selected by the Administrative Agent in its sole discretion as a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or administrative co-agent (any such additional individual or institution being referred to herein individually as a "Supplemental Administrative Agent" and, collectively, as "Supplemental Administrative Agents").

(b) In the event that the Administrative Agent appoints a Supplemental Administrative Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Administrative Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Administrative Agent to the extent, and only to the extent, necessary to enable such Supplemental Administrative Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Supplemental Administrative Agent shall run to and be enforceable by either the Administrative Agent or such Supplemental Administrative Agent, and (ii) the provisions of this Article IX and of Section 10.04 and Section 10.05 that refer to the Administrative Agent shall inure to the benefit of such Supplemental Administrative Agent and all references therein to the Administrative Agent shall be deemed to be references to the Administrative Agent and/or such Supplemental Administrative Agent, as the context may require.

(c) Should any instrument in writing from any Loan Party be required by any Supplemental Administrative Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, the Borrowers shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent. In case any Supplemental Administrative Agent, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Administrative Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent until the appointment of a new Supplemental Administrative Agent.

Section 9.14 Withholding Tax. To the extent required by any applicable Law, the Administrative Agent may deduct or withhold from any payment to any Lender under any Loan Document an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other Governmental Authority 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 because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify and hold harmless the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, and shall make payable in respect thereof within ten (10) days after demand therefore including any penalties, additions to Tax or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred, 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 9.14. The agreements in this Section 9.14 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the repayment, satisfaction or discharge of all other obligations. For the avoidance of doubt, (i) this Section 9.14 shall not limit or expand the obligations of the Borrowers or any Guarantor under Section 3.01 or any other provision of this Agreement and (ii) the term "Lender" shall, for purposes of this Section 9.13 include any L/C Issuer and any Swing Line Lender.

Section 9.15 Secured Cash Management Agreements and Secured Hedge Agreements. Except as otherwise expressly set forth herein or in any Guarantee or any Collateral Document, no Cash Management Bank or Hedge Bank that obtains the benefits of any Guarantee or any Collateral by virtue of the provisions hereof or of any Guarantee or any Collateral Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender or an Agent and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Section 9.15 to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

Section 9.16 Recovery of Erroneous Payments. Each Lender, each L/C Issuer, each other Bank Product Provider and any other party hereto hereby severally agrees that if (i) the Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or L/C Issuer or any Bank Product Provider (or the Lender which is an Affiliate of a Lender, L/C Issuer or Bank Product Provider) or any other Person that has received funds from the Administrative Agent or any of its Affiliates, either for its own account or on behalf of a Lender, L/C Issuer or Bank Product Provider (each such recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment 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, as applicable, (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) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 9.15(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an "Erroneous Payment"), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require the Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives 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 Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(a) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify the Administrative Agent in writing of such occurrence.

(b) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from the Administrative Agent such Payment Recipient shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day 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 and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) 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 (c), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of the Administrative Agent and upon the Administrative Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Loans") to the Administrative Agent or, at the option of the Administrative Agent, the Administrative Agent's applicable lending affiliate (such assignee, the "Agent Assignee") in an amount that is 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 Loans, the "Erroneous Payment Deficiency Assignment") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by Agent Assignee as the assignee of such Erroneous Payment Deficiency Assignment. Without limitation of its rights hereunder, following the effectiveness of the Erroneous Payment Deficiency Assignment, the Administrative Agent may make a cashless reassignment to the applicable assigning Lender of any Erroneous Payment Deficiency Assignment at any time by written notice to the applicable assigning Lender and upon such reassignment all of the Loans assigned pursuant to such Erroneous Payment Deficiency Assignment shall be reassigned to such Lender without any requirement for payment or other consideration. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 13 and (3) the Administrative Agent may reflect such assignments in the Register without further consent or action by any other Person.

(d) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent (1) shall be subrogated to all the rights of such Payment Recipient and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent under this Section 9.15 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by Borrowers 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 Borrowers or any other Loan Party for the purpose of making for a payment on the Obligations and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(e) Each party's obligations under this Section 9.15 shall survive the resignation or replacement of the Administrative Agent or any transfer of right or obligations by, or the replacement of, a

Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(f) The provisions of this Section 9.15 to the contrary notwithstanding, (i) nothing in this Section 9.15 will constitute a waiver or release of any claim of any party hereunder arising from any Payment Recipient's receipt of an Erroneous Payment and (ii) there will only be deemed to be a recovery of the Erroneous Payment to the extent that the Administrative Agent has received payment from the Payment Recipient in immediately available funds the Erroneous Payment Return, whether directly from the Payment Recipient, as a result of the exercise by the Administrative Agent of its rights of subrogation or set off as set forth above in clause (e) or as a result of the receipt by Agent Assignee of a payment of the outstanding principal balance of the Loans assigned to the Administrative Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment, but excluding any other amounts in respect thereof (it being agreed that any payments of interest, fees, expenses or other amounts (other than principal) received by Agent Assignee in respect of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment shall be the sole property of Agent Assignee and shall not constitute a recovery of the Erroneous Payment). For the avoidance of doubt, the provisions of this Section 9.16 shall apply with respect to any sub-agent of the Administrative Agent appointed for purposes of making any payment or other distribution of any funds to any Lenders or any other Person as if such sub-agent were referenced herein mutatis mutandis.

Section 9.17 Appointment of Hypothecary Representative (Quebec). Without limiting the powers of the Collateral Agent hereunder or under any of the Collateral Documents, each Lender hereby appoints the Collateral Agent to act as hypothecary representative (within the meaning of Article 2692 of the Civil Code of Québec) (in such capacity, and any successor to the Collateral Agent in such capacity, the "Hypothecary Representative") for all present and future Lenders and other Secured Parties for the purposes of each Deed of Hypothec. Each new Lender shall be deemed to have confirmed and ratified the appointment of the Collateral Agent as Hypothecary Representative by its execution of an assignment agreement. Each successor Collateral Agent shall automatically (and without any further action) become the successor Hypothecary Representative for the purposes of each Deed of Hypothec. If requested by the Hypothecary Representative, the Loan Parties shall cause to be prepared and registered notices of replacement (as contemplated by Article 2692 of the Civil Code of Québec) in each applicable register of the Province of Québec in which a hypothec created pursuant to each Deed of Hypothec is registered. The Hypothecary Representative shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favour of the Collateral Agent in this Agreement, which shall apply mutatis mutandis. Notwithstanding Section 10.14 hereof, the appointment and replacement of the Hypothecary Representative pursuant to this Section 9.16 shall be governed by the laws of the Province of Québec.

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 the Borrowers or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrowers or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent 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 directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default, mandatory prepayment, mandatory reduction of the Commitments or Loans or the making of any Protective Advance shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date scheduled for, or reduce the amount of, any payment of principal or interest under Section 2.07 or Section 2.08, fees or other amounts without the written consent of each Lender directly and adversely affected thereby, it being understood that the waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments or Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing (it being understood that a waiver of any condition precedent set forth in Section 4.02 or any Default, Event of Default or mandatory prepayment shall not constitute a reduction or forgiveness of principal), or (subject to clause (iii) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly and adversely affected thereby (it being understood that any change to Quarterly Average Availability or in the component definitions thereof shall not constitute a reduction in the rate of interest or fees; provided that only the consent (or objection) of the Required Lenders shall be necessary to (i) amend the definition of "Default Rate", or (ii) to waive any obligation of the Borrowers to pay interest at the Default Rate);

(d) change any provision of this Section 10.01 or Section 8.04, or alter the pro rata sharing of payments under Section 2.13 or the definition of "Required Lenders", "Required 2024 Delayed Draw FILO Lenders," "Supermajority Revolving Credit Lenders", "Supermajority FILO Lenders" "Supermajority 2024 Delayed Draw FILO Lenders" without the written consent of each Revolving Credit Lender, FILO Term Lender or 2024 Delayed Draw FILO Lender, as applicable, directly and adversely affected thereby;

(e) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender; provided that any transaction permitted under Section 7.04 or Section 7.05 shall not be subject to this clause (e) to the extent such transaction does not result in the release of all or substantially all of the Collateral;

(f) release all or substantially all of the value of the Guarantees in any transaction or series of related transactions, without the written consent of each Lender; provided that any transaction permitted under Section 7.04 or Section 7.05 shall not be subject to this clause (f) to the extent such transaction does not result in the release of all or substantially all of the Guarantees;

(g) change the definition of the terms (x) "Revolving Credit Borrowing Base" or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrowers would be increased without the written consent of the Supermajority Revolving Credit Lenders, (y) "FILO Borrowing Base" or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrowers would be increased without the written consent of the Supermajority FILO Lenders or (z) "2024 Delayed Draw FILO Borrowing Base" or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrowers would be increased without the written consent of the Supermajority 2024 Delayed Draw FILO Lenders, provided, in each case, that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves without the consent of any Lenders;

(h) contractually subordinate in right of payment the Obligations or the Liens granted hereunder to any other Indebtedness or Lien on the ABL Priority Collateral (as defined in the ABL/TL Intercreditor Agreement), as the case may be, except (x) Indebtedness that is permitted under the Facilities to be senior in right of payment to the Obligations and/or be secured by a Lien on the Collateral that is senior to the Lien securing the Obligations as of the Closing Date, as applicable, (y) in connection with any "debtor-in-possession" facility (or similar financing under applicable law) impacting all Lenders equally or (z) any other Indebtedness so long as the bona fide opportunity to participate in such Indebtedness is offered ratably to all adversely affected Lenders pursuant to an offer made to each such adversely affected Lender describing the material terms of the arrangements pursuant to which such Indebtedness is to be provided, in each case without the written consent of each Lender directly and adversely affected thereby;

(i) at any time that any real property is included in the Collateral and subject to a mortgage, add, increase, renew or extend any Loan, Letter of Credit or Commitment hereunder until the completion of flood due diligence, documentation and coverage as required by the Flood Insurance Laws or as otherwise satisfactory to all Lenders without the written consent of such Lender;

(j) amend, modify or waive any condition precedent set forth in Section 4.02 with respect to making 2024 Delayed Draw FILO Loans without the consent of the 2024 Delayed Draw FILO Lenders (but without the consent of other Lenders, including the Required Lenders); or

(k) reduce the cash amount of any payment of principal or interest under Section 2.07 or Section 2.08, fees or other amounts in respect of the 2024 Delayed Draw FILO Loans without the written consent of each 2024 Delayed Draw FILO Lender directly and adversely affected thereby.

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by each L/C Issuer in addition to the Lenders required above, materially affect the rights or duties of an L/C Issuer under this Agreement or any Letter of Credit Application related to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, materially affect the rights or duties of the Swing Line Lender under this Agreement, (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, 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) Section 10.07(h) 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; and (v) any amendment or waiver that by its terms affects the rights or duties of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) will require only the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto if such Class of Lenders were the only Class of Lenders and (B) in determining whether the requisite percentage of Lenders have consented to any amendment, modification, waiver or other action, any Defaulting Lenders shall be deemed to have voted in the same proportion as those Lenders who are not Defaulting Lenders, except with respect to (x) any amendment, waiver or other action which by its terms requires the consent of all Lenders or each affected Lender and (y) any amendment, waiver or other action that by its terms adversely affects any Defaulting Lender in its capacity as a Lender in a manner that differs in any material respect from other affected Lenders, in which case the consent of such Defaulting Lender shall be required.

Notwithstanding anything to the contrary contained in this Section 10.01, any guarantees, collateral security documents and related documents executed by Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended, supplemented and waived with the consent of the Administrative Agent at the request of the Borrowers without the need to obtain the consent of any Lender if such amendment,

supplement or waiver is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to cure ambiguities, errors, omissions, mistakes or defects or (iii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Loan Documents. Furthermore, with the consent of the Administrative Agent at the request of the Borrowers (without the need to obtain any consent of any Lender), any Loan Document may be amended to cure ambiguities, errors, omissions, mistakes or defects and the Agents' and Borrower's joint determination of the existence of any such ambiguity, omission, error, mistake or defect is conclusive evidence of the existence of such ambiguity, omission, error, mistake or defect.

Neither the Administrative Agent nor the Collateral Agent shall amend or waive any provision of an Applicable Intercreditor Agreement (other than to cure ambiguities, omissions, mistakes or defects or to add other parties thereto (to the extent contemplated by Section 7.01)) without the written consent of the Required Lenders or the Required 2024 Delayed Draw FILO Lenders.

Notwithstanding anything in this Section 10.01 to the contrary, (a) technical and conforming modifications to the Loan Documents may be made with the consent of the Administrative Borrower and the Administrative Agent to the extent necessary (i) [reserved], (ii) [reserved] and (iii) to make any amendments permitted by Section 1.03 and to give effect to any election to adopt IFRS and (b) without the consent of any Lender, the Loan Parties and the Administrative Agent or any collateral agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into (x) any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties or as required by local law to give effect to, or protect any security interest for benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document or (y) any Applicable Intercreditor Agreement, in each case, with the holders of Indebtedness permitted by this Agreement to be secured by the Collateral. Without limitation of the foregoing, the Administrative Borrower may, without the consent of any Lenders, upon delivery to the Administrative Agent (i) increase the interest rates (including any interest rate margins or interest rate floors), fees and other amounts payable to any Class or Classes of Lenders hereunder, (ii) increase, expand and/or extend the call protection provisions and any "most favored nation" provisions benefiting any Class or Classes of Lenders hereunder and/or (iii) with the consent of the Administrative Agent, modify any other provision hereunder or under any other Loan Document in a manner, as determined by the Administrative Agent in its sole discretion, more favorable to the then-existing Lenders or Class or Classes of Lenders, in each case in connection with the issuance or incurrence of any Indebtedness permitted hereunder, where the terms of any such Indebtedness are more favorable to the lenders thereof than the corresponding terms applicable to other Loans or Commitments then existing hereunder, and it is intended that one or more then-existing Classes of Loans or Commitments under this Agreement share in the benefit of such more favorable terms in order to comply with the provisions hereof relating to the incurrence of such other Indebtedness; provided that the Administrative Agent will have at least five Business Days (or such shorter period to which the Administrative Agent may consent in its reasonable discretion) after written notice from the Administrative Borrower to provide such consent and may, in its sole discretion, provide written notice to the Lenders regarding any such proposed amendment.

Section 10.02 Notices and Other Communications; Facsimile Copies.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Loan Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable

address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to a Borrower, the Administrative Agent, an L/C Issuer and the Swing Line Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a written notice to the Administrative Borrower, the Administrative Agent, the L/C Issuer and the Swing Line Lender.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of Section 10.02(b)), when delivered; provided that notices and other communications to the Administrative Agent, the L/C Issuer and the Swing Line Lender pursuant to Article II shall not be effective until actually received by such Person during the person's normal business hours. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Administrative Borrower may, in their 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.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent, Lead Arrangers or any of their respective Agent-Related Persons (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 a Borrower's, the Administrative Agent's or any other Agent Party's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to any Loan Party, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of Parent, the Borrowers and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrowers, the Administrative Agent the L/C Issuers and the Swing Line Lenders. In addition, each Lender agrees to notify the Administrative Agents from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrowers or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Agents and Lenders. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices and Swing Line Loan Notices) purportedly given by or on behalf of the Borrowers 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 Borrowers shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of any Borrower in the absence of gross negligence or willful misconduct. All telephonic notices to the Administrative Agent or the L/C Issuer may be recorded by the Administrative Agent or the L/C Issuer, as applicable, and each of the parties hereto hereby consents to such recording.

(f) Notice to other Loan Parties. The Borrowers agree that notices to be given to any other Loan Party under this Agreement or any other Loan Document may be given to the Administrative Borrower in accordance with the provisions of this Section 10.02 with the same effect as if given to such other Loan Party in accordance with the terms hereunder or thereunder.

(g) Communications. Each Loan Party hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Agreement and any other Loan Document, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication (unless otherwise approved in writing by the Administrative Agent) that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit

(including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides a notice of intent to exercise a Cure Right, (iv) provides notice of any Default under this Agreement or (v) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any borrowing or other extension of credit hereunder (all such non-excluded communications, collectively, the "Specified Communications"; and all such excluded and non-excluded communications, the "Communications"), by transmitting the Specified Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative Agent at such e-mail address(es) provided to the Borrowers from time to time or in such other form, including hard copy delivery thereof, as the Administrative Agent shall require. In addition, each Loan Party agrees to continue to provide the Specified Communications to the Administrative Agent in the manner specified in this Agreement or any other Loan Document or in such other form, including hard copy delivery thereof, as the Administrative Agent shall reasonably request. Nothing in this Section 10.03 shall prejudice the right of the Agents, any Lender or any Loan Party to give any notice or other communication pursuant to this Agreement or any other Loan Document in any other manner specified in this Agreement or any other Loan Document or as any such Agent shall require.

Section 10.03 No Waiver; Cumulative Remedies. No failure by any Lender, the L/C Issuer or the Administrative Agent or Collateral 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.

Section 10.04 Attorney Costs and Expenses. The Borrowers agree (a) if the Closing Date occurs, to pay or reimburse the Administrative Agent, each Agent-Related Person, the Collateral Agent and the Lead Arrangers for all reasonable and documented or invoiced out-of-pocket costs and expenses associated with the syndication of the Revolving Credit Loans and Commitments and the preparation, execution and delivery, administration, amendment, modification, waiver and/or enforcement 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), including all Attorney Costs of a single firm of counsel (and any other counsel retained with the Borrowers' consent (such consent not to be unreasonably withheld or delayed)) and one local and foreign counsel in each relevant jurisdiction, and (b) to pay or reimburse the Administrative Agent, each Agent-Related Person the Collateral Agent, the Lead Arrangers and each Lender for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights or remedies under this Agreement or the other Loan Documents (including all costs and expenses incurred in connection with any workout or restructuring in respect of the Loans, all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law, and including all Attorney Costs of one counsel for all such persons and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all such persons (and, in the case of an actual or perceived conflict of interest, where such person affected by such conflict informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected person)). The foregoing costs and expenses shall include all reasonable search, filing, recording and title insurance charges and fees related thereto, and other reasonable and documented out-of-pocket expenses incurred by any Agent. 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 ten (10) Business Days of receipt by the Administrative Borrower of an invoice relating thereto setting forth such expenses in reasonable detail.

Section 10.05 Indemnification by the Borrowers. Whether or not the transactions contemplated hereby are consummated, the Borrowers shall indemnify and hold harmless each Agent-Related Person, each Co-Syndication Agent, each Lender, each Lead Arranger and their respective Affiliates and their and their Affiliates' respective partners, directors, officers, employees, counsel, agents, advisors, and other representatives (collectively, the "Indemnitees") from and against any and all losses, liabilities, damages, claims, and reasonable and documented or invoiced out-of-pocket fees and expenses (including reasonable Attorney Costs of one counsel for all Indemnitees and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all Indemnitees (and, in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnitee)) of any such Indemnitee arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnitee is a party thereto and whether or not such proceedings are brought by the Borrower, its equity holders, its Affiliates, creditors or any other third person) that relates to the Transaction, including the financing contemplated hereby, 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 (a) 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 or the consummation of the transactions contemplated thereby, (b) any Commitment or Loan or the use or proposed use of the proceeds therefrom, or (c) any actual or alleged presence or Release or threat of Release of Hazardous Materials on, at, under or from any property currently owned, leased or operated by any Borrower, any other Loan Party or any of their respective Subsidiaries, or any Environmental Liability related in any way to any Borrower, any other Loan Party or any of their respective Subsidiaries, or (d) 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; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements resulted from (x) the gross negligence, bad faith or willful misconduct of such Indemnitee or of any of its controlled Affiliates or controlling Persons or any of the partners, officers, directors, employees, agents, advisors or members of any of the foregoing, in each case who are involved in or aware of the Transaction (as determined by a court of competent jurisdiction in a final and non-appealable decision), (y) a material breach of the Loan Documents by such Indemnitee or one of its Affiliates (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (z) disputes solely between and among such Indemnitees to the extent such disputes do not arise from any act or omission of the Borrowers or any of their Affiliates (other than with respect to a claim against an Indemnitee acting in its capacity as an Agent or Lead Arranger or similar role under the Loan Documents unless such claim arose from the gross negligence, bad faith or willful misconduct of such Indemnitee (as determined by a court of competent jurisdiction in a final and non-appealable decision)). No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement, nor shall any Indemnitee or any Loan Party have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date); provided that the foregoing shall not limit any Loan Party's indemnification obligations hereunder. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 10.05 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, managers, partners, stockholders or creditors or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents is consummated. All amounts due under this Section

10.05 shall be paid within ten (10) Business Days after demand therefor; provided, however, that if the Borrowers have reimbursed any Indemnitee for any legal or other expenses in connection with any Indemnified Liabilities and there is a final non-appealable judgment of a court of competent jurisdiction that the Indemnitee was not entitled to indemnification or contribution with respect to such Indemnified Liabilities pursuant to the express terms of this Section 10.05, then the Indemnitee shall promptly refund such expenses paid by the Borrowers to the Indemnitee. The agreements in this Section 10.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations. For the avoidance of doubt, this Section 10.05 shall not apply to Taxes other than Taxes that represent liabilities, obligations, losses, damages, etc., with respect to a non-Tax claim. Notwithstanding any projected amounts set forth in the DIP Budget relating to any Lender Group Expenses, such projections shall not limit, impair, modify or waive the Loan Parties' obligation to pay the actual amounts due to Administrative Agent and Lenders in respect of such Lender Group Expenses in accordance with this Agreement and the other Loan Documents.

Section 10.06 Payments Set Aside. To the extent that any payment by or on behalf of the Borrowers is made to any Agent or any Lender, or any 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 such 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 of any amount so recovered from or repaid by any 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 (or if the Federal Funds Rate is not available, a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation).

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 as otherwise provided herein (including without limitation as permitted under Section 7.04), neither Parent nor any of their respective Subsidiaries may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Assignee, (ii) by way of participation in accordance with the provisions of Section 10.07(e), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.07(g) or (iv) to an SPC in accordance with the provisions of Section 10.07(h) (and any other attempted assignment or transfer by any party hereto (other than, during the continuation of a Specified Event of Default, to any Disqualified Lender) shall be null and void). 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 paragraph (b)(ii) below, any Lender may assign to one or more assignees ("Assignees") all or a portion of its rights and obligations under this Agreement (including all or a ratable portion of its Commitment and the Loans (including for purposes of this Section 10.07(b), FILO Term Loans, 2024 Delayed Draw FILO Loans and participations in L/C

Obligations and Swing Line Loans) at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(1) the Administrative Borrower; provided that, no consent of the Administrative Borrower shall be required (I) for an assignment to any Assignee if a Specified Event of Default has occurred and is continuing during such assignment or (II) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided, that the Administrative Borrower shall be deemed to have consented to any assignment of Revolving Credit Loans, FILO Term Loans, Revolving Credit Commitments, 2024 Delayed Draw FILO Loans or 2024 Delayed Draw FILO Commitments if the Administrative Borrower does not respond within ten Business Days of a written request for its consent with respect to such assignment;

(2) the Administrative Agent (such consent not to be unreasonably withheld or delayed); provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Loan to another Lender, an Affiliate of a Lender or an Approved Fund;

(3) with respect to assignments of Revolving Credit Loans and/or Revolving Credit Commitments, each L/C Issuer at the time of such assignment (such consent not to be unreasonably withheld or delayed); provided that no consent of such L/C Issuers shall be required for any assignment to another Lender, an Affiliate of a Lender or an Approved Fund; and

(4) with respect to assignments of Revolving Credit Loans and/or Revolving Credit Commitments, the Swing Line Lender (such consent not to be unreasonably withheld or delayed); provided that no consent of the Swing Line Lender shall be required for any assignment to another Lender, an Affiliate of a Lender or an Approved Fund;.

(ii) Assignments shall be subject to the following additional conditions:

(1) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 unless the Administrative Borrower and the Administrative Agent otherwise consent; provided that (1) no such consent of the Administrative Borrower shall be required if a Specified Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(2) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption;

(3) (1) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any documentation required by Section 3.01(f) and (2) the Assignee shall have delivered to the Administrative Agent all documentation and other information that the Administrative Agent reasonably requests in order to comply with its ongoing obligations under applicable "know your customer", and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(4) the Assignee shall not be a natural person or a Disqualified Lender (and such Assignee shall be required to represent that it is not a Disqualified Lender or an Affiliate of a Disqualified Lender that would constitute a Disqualified Lender but for the fact that it is not readily identifiable as such on the basis of its name); provided the list of Disqualified Lenders shall not be posted or otherwise distributed to the Lenders, prospective Lenders and prospective assignees; and

(5) the Assignee shall not be (1) a Defaulting Lender or (2) Parent, the Administrative Borrower or any of their Subsidiaries or Affiliates.

This paragraph (b) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis.

(c) Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.07(d) and receipt by the Administrative Agent from the parties to each assignment of a processing and recordation fee of $3,500 (provided that (x) the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and (y) such processing and recordation fee shall not be payable in the case of assignments by any Affiliate of the Lead Arrangers), from and after the effective date specified in each Assignment and Assumption, the Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 3.01, 3.03, 3.04, 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 Revolving Credit Note (if any), the Administrative Borrower (at its expense) shall execute and deliver a Revolving Credit 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 clause (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). For greater certainty, any assignment by a Lender pursuant to this Section 10.07 shall not in any way constitute or be deemed to constitute a novation, discharge, recession, extinguishment or substitution of the existing Indebtedness and any Indebtedness so assigned shall continue to be the same obligation and not a new obligations.

(d) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and related interest amounts) of the Loans, L/C Obligations (specifying the Unreimbursed Amounts), L/C Borrowings and amounts due under Section 2.04, owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent demonstrable error, and the Borrowers, the Agents 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 is intended to ensure that all Loans are at all times maintained in "registered form" within the meaning of Section 5f.103(c) of the United States Treasury Regulations and under Section 871(h) and 881(c) of the Code. The Register shall be available for inspection by the Borrowers, any Agent (including any Agent-Related Persons) and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(e) Any Lender may at any time, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participations to any Person (other than a natural person or, so long as

whether a prospective participant is a Disqualified Lender may be communicated to a Lender upon request, a Disqualified Lender) (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 (including such Lender's participation in L/C Obligations and/or Swing Line Loans)); 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 Borrowers, the Agents 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 Section 10.01(a), (b), (c), (d), (e) or (f) that directly affects such Participant. Subject to Section 10.07(f), the Borrowers agree that each Participant shall be entitled to the benefits of Section 3.01, 3.03 and 3.04 (through the applicable Lender), subject to the requirements and limitations of such Sections (including Section 3.01(e) and (f) and Sections 3.05 and 3.06), to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.07(b) (provided that any documentation required to be provided under Section 3.01(f) shall be provided solely to the participating Lender). 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. Any Lender that sells participations and any Granting Lender shall maintain a register on which it enters the name and the address of each Participant or SPC and the principal amounts and related interest amounts of each Participant's or SPC's interest in the Commitments and/or Loans (or other rights or obligations) held by it (the "Participant Register"). The entries in the Participant Register shall be conclusive, absent demonstrable error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation interest or granted Loan as the owner thereof for all purposes notwithstanding any notice to the contrary. In maintaining the Participant Register, such Lender shall be acting as the non-fiduciary agent of the Borrowers solely for this purpose (without limitation, in no event shall such Lender be a fiduciary of the Borrowers for any purpose). No Lender shall have any obligation to disclose all or any portion of a Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, or its other obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103(c) of the United States Treasury Regulations and under Sections 871(h) and 881(c) of the Code.

(f) A Participant shall not be entitled to receive any greater payment under Section 3.01, 3.03 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Revolving Credit 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; 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.

(h) 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 Borrowers (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to

fund any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. Each party hereto hereby agrees that (i) an SPC shall be entitled to the benefit of Section 3.01, 3.03 and 3.04, subject to the requirements and limitations of such Sections (including Section 3.01(e) and (f) and 3.05 and 3.06), to the same extent as if such SPC were a Lender, 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 Borrowers under this Agreement (including its obligations under Section 3.01, 3.03 or 3.04) except to the extent any entitlement to greater amounts results from a Change in Law after the grant to the SPC occurred, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable and such liability shall remain with the Granting Lender, 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 Borrowers and the Administrative Agent, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee Obligation or credit or liquidity enhancement to such SPC.

(i) Notwithstanding anything to the contrary contained herein, (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 FILO Term Note or Revolving Credit Note, as applicable, 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 FILO Term Note or Revolving Credit Note, as applicable, 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) Notwithstanding anything to the contrary contained herein, any L/C Issuer or the Swing Line Lender may, upon thirty (30) days' notice to the Administrative Borrower and the Lenders, resign as an L/C Issuer or the Swing Line Lender, respectively; provided that on or prior to the expiration of such 30-day period with respect to such resignation, the relevant L/C Issuer or the Swing Line Lender shall have identified, in consultation with the Borrowers, a successor L/C Issuer or Swing Line Lender willing to accept its appointment as successor L/C Issuer or Swing Line Lender, as applicable. In the event of any such resignation of an L/C Issuer or the Swing Line Lender, the Borrowers shall be entitled to appoint from among the Lenders willing to accept such appointment a successor L/C Issuer or Swing Line Lender hereunder; provided that no failure by the Borrowers to appoint any such successor shall affect the resignation of the relevant L/C Issuer or the Swing Line Lender, as the case may be. If an L/C Issuer resigns as an L/C Issuer, it shall retain all the rights and obligations of an L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Letters of Credit or Canadian Reimbursement Undertakings, as applicable pursuant to Section 2.03(e)). If the Swing Line Lender resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make, Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c).

(k) No Agent-Related Person shall be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders; further, without limiting the generality of the foregoing clause, no Agent-Related Person shall (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender.

Section 10.08 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information and to not use or disclose such information, except that Information may be disclosed (a) to its Affiliates and its and its Affiliates' partners, directors, officers, employees, trustees, investment advisors, professionals and other experts or agents, including accountants, legal counsel, independent auditors and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent requested by any Governmental Authority, to any pledgee referred to in Section 10.07(g); (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process; (d) to any other party to this Agreement; (e) subject to an agreement containing provisions substantially the same as those of this Section 10.08 (or as may otherwise be reasonably acceptable to the Borrowers), to any pledgee referred to in Section 10.07(i), counterparty to a Swap Contract or Qualified Securitization Financing (as defined in the Term Loan Credit Agreement), Assignee of or Participant in, or any prospective Assignee of or Participant in, any of its rights or obligations under this Agreement; (f) with the written consent of the Administrative Borrower; (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section 10.08; (h) to any Governmental Authority or examiner regulating any Lender; (i) 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 the Loan Parties received by it from such Lender); (j) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (k) to the extent that such Information is received by such Lender or any of its Affiliates from a third party that is not, to such Lender's knowledge, subject to any contractual or fiduciary confidentiality obligations owing to the Borrowers or any of its Affiliates; (l) to the extent that such Information is independently developed by such Lender or any of its Affiliates; (m) to the extent consisting of customary disclosure regarding portfolio holdings in any public filing by such Lender or (n) upon the request or demand of any Governmental Authority or other regulatory authority having jurisdiction over the Agent or Lenders, as applicable, (in which case the Agent or Lenders, as applicable, agree (except with respect to any audit or examination conducted by bank accountants or any regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform the Borrowers promptly thereof prior to disclosure). In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration 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 any Loan Party or its Affiliates or its Affiliates' directors, managers, officers, employees, trustees, investment advisors or agents, relating to Parent, the Borrowers or any of their Subsidiaries or their business, other than any such information that is available to any Agent or any Lender on a nonconfidential basis and other than information pertaining to this Agreement routinely provided by arrangers to data services providers, including league table providers, that serve the lending industry prior to disclosure by any Loan Party other than as a result of a breach of this Section 10.08, including, without limitation, information delivered pursuant to Section 6.01, 6.02 or 6.03 hereof.

Section 10.09 Setoff. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Agent and its Affiliates and each Lender or L/C Issuer and each of their Affiliates is authorized at any time and from time to time, without prior notice to the Borrowers or any other Loan Party, any such notice being waived by the Borrowers (on their own behalf and on behalf of each Loan Party and its Subsidiaries) 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, but excluding payroll, tax and withholding accounts) at any time held by, and other Indebtedness (in any currency) at any time owing by, such Agent and its Affiliates and each Lender or L/C Issuer and each of their Affiliates, as the case may be, to or for the credit or the account of the respective Loan Parties and their Subsidiaries against any and all Obligations owing to such Agent and its Affiliates or such Lender or L/C Issuer and each of their and its Affiliates hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent or such Lender or Affiliate shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (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 8.04 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, the Swing Line Lender, the L/C Issuer and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations then due and owing to such Defaulting Lender as to which it exercised such right of set-off. Notwithstanding anything to the contrary contained herein, no Lender, L/C/ Issuer or any of their Affiliates shall have a right to set off and apply any deposits held or other Indebtedness owing by such Agent or its Affiliates and such Lender, L/C Issuer or their Affiliates, as the case may be, to or for the credit or the account of any Subsidiary that is a Foreign Subsidiary or a Foreign Holding Company. Each Lender and L/C Issuer agrees promptly to notify the Administrative Borrower and the Administrative Agent after any such set off and application made by such Lender or L/C Issuer, as the case may be; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent, each Lender and each L/C Issuer under this Section 10.09 are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent, such Lender and such L/C Issuer may have.

Section 10.10 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 telecopier 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 Agents may also require that any such documents and signatures delivered by telecopier 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 telecopier or other electronic transmission.

Section 10.11 Integration. This Agreement, together with the other Loan Documents and the Agency Fee Letter, 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 Agents 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 10.12 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 each Agent and each Lender, regardless of any investigation made by any Agent or any Lender or on their behalf and notwithstanding that any Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid. The provisions of Section 10.14 and 10.15 shall continue in full force and effect as long as any Loan or any other Obligation (other than Hedging Obligations, Cash Management Obligations and contingent indemnification obligations not yet due) hereunder which is accrued and payable shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding (unless such Letters of Credit have been Cash Collateralized or backstopped pursuant to arrangements reasonably satisfactory to the applicable L/C Issuer).

Section 10.13 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.14 GOVERNING LAW, JURISDICTION, SERVICE OF PROCESS.

(a) 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 ANY NEW YORK STATE OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY THEREOF, AND THE BANKRUPTCY COURT, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH BORROWER, PARENT, EACH AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH BORROWER, PARENT, AGENT AND EACH LENDER IRREVOCABLY WAIVES 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.

NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION (I) FOR PURPOSES OF ENFORCING A JUDGMENT, (II) IN CONNECTION WITH EXERCISING REMEDIES AGAINST THE COLLATERAL IN A JURISDICTION IN WHICH SUCH COLLATERAL IS LOCATED, (III) IN CONNECTION WITH ANY PENDING BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDING IN SUCH JURISDICTION OR (IV) TO THE EXTENT THE COURTS REFERRED TO IN THE PREVIOUS PARAGRAPH DO NOT HAVE JURISDICTION OVER SUCH LEGAL ACTION OR PROCEEDING OR THE PARTIES OR PROPERTY SUBJECT THERETO.

(b) THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED THEREIN).

Section 10.15 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION 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, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 10.16 Binding Effect. This Agreement shall become effective when it shall have been executed by each of the Borrowers and Parent 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 Parent, each Borrower, each Agent, each Lender, the Swing Line Lender or each L/C Issuer and their respective successors and assigns, except that the Borrowers and Parent shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of the Lenders except as permitted by Section 7.04.

Section 10.17 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 Borrowers in respect of any such sum due from it to the Administrative Agent or the Lenders 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 of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent 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 from the Borrowers in the Agreement Currency, the Borrowers agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the Person receiving such funds agrees to return the amount of any excess to the Borrowers (or to any other Person who may be entitled thereto under applicable Law).

Section 10.18 Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents or the Secured Hedge Agreements or the Cash Management Agreements (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures, with respect to any Collateral or any other property of any such Loan Party, without

the prior written consent of the Administrative Agent. The provisions of this Section 10.18 are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party. Except with respect to the exercise of setoff rights or with respect to a Secured Party's right to file a proof of claim in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent or the Collateral Agent, as applicable, on behalf of the Secured Parties in accordance with the terms thereof.

Section 10.19 Know-Your-Customer, Etc. Each Lender shall, promptly following a request by the Administrative Agent, provide all documentation and other information that the Administrative Agent reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation.

Section 10.20 USA PATRIOT Act. Each Lender hereby notifies the Borrowers that, pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrowers and the Guarantors, which information includes the name and address of the Borrowers and the Guarantors and other information that will allow such Lender to identify the Borrowers and the Guarantors in accordance with the USA PATRIOT Act.

Section 10.21 Applicable Intercreditor Agreements.

(a) Notwithstanding anything to the contrary in this Agreement or in any other Loan Document: (i) the Liens granted to the Collateral Agent in favor of the Secured Parties pursuant to the Loan Documents and the exercise of any right related to any Collateral shall be subject, in each case, to the terms of the ABL/Term Loan Intercreditor Agreement or any other Applicable Intercreditor Agreement, (ii) in the event of any conflict between the express terms and provisions of this Agreement or any other Loan Document, on the one hand, and of the ABL/Term Loan Intercreditor Agreement or any other Applicable Intercreditor Agreement, on the other hand, the terms and provisions of the ABL/Term Loan Intercreditor Agreement or any other Applicable Intercreditor Agreement shall control, and (iii) each Lender (and, by its acceptance of the benefits of any Collateral Document, each other Secured Party) hereunder authorizes and instructs the Administrative Agent and Collateral Agent to execute the ABL/Term Loan Intercreditor Agreement or any other Applicable Intercreditor Agreement on behalf of such Lender, and such Lender agrees to be bound by the terms thereof.

(b) Each Lender (and, by its acceptance of the benefits of any Collateral Document, each other Secured Party) hereunder authorizes and instructs the Administrative Agent and the Collateral Agent, as Administrative Agent and/or Collateral Agent and on behalf of such Lender or other Secured Party, without any further consent of any Lender or any other Secured Party, to enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive, or otherwise modify any Applicable Intercreditor Agreement with the collateral agent or other representative of the holders of Indebtedness that is to be secured by a Lien on the Collateral that is not prohibited (including with respect to priority) under this Agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof (any of the foregoing, an "Intercreditor Agreement"). Each Agent agrees that, with respect to any secured Indebtedness, upon request by the Administrative Borrower, it shall, enter into an Intercreditor Agreement with the collateral agent or other representative of the holders of such Indebtedness to the extent such Indebtedness and any related Liens (including the priority of such Liens) are not prohibited (including with respect to priority) under this Agreement. Each Lender and other Secured Party hereby agrees that in connection with the entry into any Applicable Intercreditor Agreement that the Administrative Agent and the Collateral Agent may rely exclusively on a certificate of a Responsible

Officer of the Administrative Borrower as to whether such other Liens are not prohibited and any Intercreditor Agreement entered into by the Collateral Agent shall be binding on the Secured Parties, and each Lender and the other Secured Parties hereby agree that it will take no actions contrary to the provisions of, if entered into and if applicable, the Intercreditor Agreement.

Section 10.22 Obligations Absolute. To the fullest extent permitted by applicable Law, all obligations of the Loan Parties hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Loan Party;

(b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against any Loan Party;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection of any other Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Obligations;

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any Loan Document; or

(f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Loan Parties.

Section 10.23 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Borrowers and Parent acknowledges and agrees, and acknowledge their Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lead Arrangers are arm's-length commercial transactions between the Borrowers, Parent and their respective Affiliates, on the one hand, and the Administrative Agent and the Lead Arrangers, on the other hand, (B) each of the Borrowers and Parent has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each of the Borrowers and Parent 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, each Lender and each Lead Arranger 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 the Borrowers, Parent or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent, nor any Lender or Lead Arranger has any obligation to the Borrowers, Parent 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, each Lender and each Lead Arranger and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers, Parent and their respective Affiliates, and neither the Administrative Agent nor any Lead Arranger has any obligation to disclose any of such interests to the Borrowers, Parent or any of their respective Affiliates. To the fullest extent permitted by law, each of the Borrowers and Parent hereby waives and releases any claims that it may have against the Administrative Agent, each Lender and each Lead Arranger with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.24 Electronic Execution of Assignments and Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other Committed Loan Notices, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

Section 10.25 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 Lender that is an 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 10.26 Lender Representation.

(a) (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 each Lead Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) 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, and the conditions of such exemption have been satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, 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 each Lead Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Administrative 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 Letters of Credit, 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 10.27 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Swap Contract or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 10.27, the following terms have the following meanings:

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

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

Section 10.28 Disqualified Lenders.

(a) To the extent that any assignment or participation is made or purported to be made to a Disqualified Lender described in clause (a) of the definition thereof (notwithstanding the other restrictions in this Agreement with respect to Disqualified Lenders), or if any Lender or Participant becomes a Disqualified Lender described in clause (a) of the definition thereof, in each case, without limiting any other provision of the Loan Documents,

(1) upon the request of the Borrower, such Disqualified Lender shall be required immediately (and in any event within five Business Days) to assign all or any portion of the Loans and/or Commitments then owned by such Disqualified Lender (or held as a participation) to another Lender (other than a Defaulting Lender or another Disqualified Lender), Assignee or any Borrower, and

(2) any Borrower shall have the right to prepay all or any portion of the Loans and Commitments then owned by such Disqualified Lender (or held as a participation), and if applicable, terminate the Commitments of such Disqualified Lender, in whole or in part.

(b) Any such assignment or prepayment shall be made in exchange for an amount equal to the lesser of (A) the face principal amount of the Loans so assigned and (B) the amount that such Disqualified Lender paid to acquire such Commitments and/or Loans, in each case without interest thereon (it being understood that if the effective date of any such assignment is not an Interest Payment Date, such assignee shall be entitled to receive on the next succeeding Interest Payment Date interest on the principal amount of the Loans so assigned that has accrued and is unpaid from the Interest Payment Date last preceding such effective date (except as may be otherwise agreed between such assignee and the Borrower)).

Each applicable Borrower shall be entitled to seek specific performance in any applicable court of law or equity to enforce this Section 10.28. In addition, in connection with any such assignment, (A) if such Disqualified Lender does not execute and deliver to the Administrative Agent a duly completed Assignment and Assumption and/or any other documentation necessary or appropriate (in the good faith determination of the Administrative Agent or the Borrower, which determination shall be conclusive) to reflect such replacement by the later of (1) the date on which the replacement Lender executes and delivers such Assignment and Assumption and/or such other documentation and (2) the date as of which such Disqualified Lender shall be paid by the assignee Lender (or, at its option, the Borrower) the amount required pursuant to this Section 10.28, then such Disqualified Lender shall be deemed to have executed and delivered such Assignment and Assumption and/or such other documentation as of such date and the Borrower shall be entitled (but not obligated) to execute and deliver such Assignment and Assumption and/or such other documentation on behalf of such Disqualified Lender, and the Administrative Agent shall record such assignment in the Register, (B) each Lender (whether or not then a party hereto) agrees to disclose to the Borrower the amount that the applicable Disqualified Lender paid to acquire Commitments and/or Loans from such Lender and (C) each Lender that is a Disqualified Lender agrees to disclose to the Borrower the amount it paid to acquire the Commitments and/or Loans held by it.

(c) Limitation on Rights and Privileges of Disqualified Lenders. Except as otherwise provided in Section 10.01 or in Section 10.28(b)(B), no Disqualified Lenders shall have the right to, and each such Person covenants and agrees not to, instruct the Administrative Agent, Collateral Agent or any other Person in writing in respect of the exercise of remedies with respect to the Loans or other Obligations. Further, no Disqualified Lender that purports to be a Lender or Participant (notwithstanding any provisions of this Agreement that may have prohibited such Disqualified Lender from becoming Lender or Participant) shall be entitled to any of the rights or privileges enjoyed by the other Lenders with respect to voting (other than to the extent provided in Section 10.01 and Section 10.28(b)(B)), Information and Lender meetings and shall be deemed for all purposes to be, at most, a Defaulting Lender until such time as such Disqualified Lender no longer owns any Loans or Term Commitments.

(d) Survival. The provisions of this Section 10.28 shall apply and survive with respect to each Lender and Participant notwithstanding that any such Person may have ceased to be a Lender or Participant (or any purported participation to any such Lender shall be void) hereunder or this Agreement may have been terminated.

(e) Administrative Agent.

(i) Disqualified Lender Lists. The Administrative Agent shall have no responsibility or liability for monitoring or enforcing the list of Disqualified Lenders or for any assignment or participation to a Disqualified Lender.

(ii) Liability Limitations. The Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders. Without limiting the generality of the

foregoing, the Administrative Agent shall not (A) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (B) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information (including Information), to any Disqualified Lender.

Section 10.29 Interest Rate Limitations.

If any provision of this Agreement or of any of the other Loan Documents would obligate any Borrower or any other Loan Party to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by applicable law or would result in a receipt by such Lender of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by such Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to such Lender and thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to such Lender which would constitute "interest" for purposes of Section 347 of the Criminal Code (Canada).

Section 10.30 Canadian Anti-Terrorism Laws.

(a) Each Loan Party acknowledges that, pursuant to the Canadian Anti-Terrorism Laws, Administrative Agent and Lenders may be required to obtain, verify and record information regarding each Loan Party, its respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of such Loan Party, and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Administrative Agent or any Lender, or any prospective assignee or participant of Agent or a Lender, in order to comply with any applicable Canadian Anti-Terrorism Laws, whether now or hereafter in existence.

(b) If the Administrative Agent has ascertained the identity of any Canadian Loan Party or any authorized signatories of any Canadian Loan Party for the purposes of Canadian Anti-Terrorism Laws, then Agent

(i) shall be deemed to have done so as an agent for each Lender and this Agreement shall constitute a "written agreement" in such regard between each Lender and Agent within the meaning of the applicable Canadian Anti-Terrorism Laws; and

(ii) shall provide to each Lender, copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender agrees that Administrative Agent has no obligation to ascertain the identity of the Canadian Loan Parties or any authorized signatories of the Canadian Loan Parties on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Canadian Loan Party or any such authorized signatory in doing so.

Section 10.31 Existing Lenders. Each Lender that is an Existing Lender on the Closing Date hereby agrees that any obligation owing to it under the Existing ABL Credit Agreement may be satisfied and discharged with new loans incurred, or deemed incurred, by the Borrower under this Agreement, and, notwithstanding any condition to the termination the Existing ABL Credit Agreement that

obligations thereunder be paid in full in cash, in immediately available funds or words of similar import, each such Lender agrees that the Existing ABL Credit Agreement may be terminated upon receipt by the Secured Parties (as defined therein) of cash, Loans hereunder or any combination thereof equal to the amount of obligations owing to them pursuant to the Existing ABL Credit Agreement as of the date hereof.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

AMERICAN TIRE DISTRIBUTORS, INC.,
as the Administrative Borrower

By:_____
Name:
Title:

ATD NEW HOLDINGS III, INC.,
as Parent and a Guarantor

By:_____
Name:
Title:

ATD SOURCING SOLUTIONS, LLC,
TERRY'S TIRE TOWN HOLDINGS, LLC,
THE HERCULES TIRE & RUBBER COMPANY,
TIRE PROS FRANCORP, LLC,
as a Borrower and a Guarantor

By:_____
Name:
Title:

FLX FWD LOGISTICS, LLC,
as a Borrower and a Guarantor

By:_____
Name:
Title:

TIREBUYER.COM, LLC,
as a Borrower and a Guarantor

By:_____
Name:
Title:

TORQATA DATA AND ANALYTICS LLC,
as a Borrower and a Guarantor

By:_____
Name:
Title:

ATD TECHNOLOGY SOLUTIONS INC.,
as a Borrower and a Guarantor

By:_____
Name:
Title:

HERCULES TIRE INTERNATIONAL INC.,
as a Borrower and a Guarantor

By:_____
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

Exhibit 5

DIP Term Loan Term Sheet

Senior Secured Debtor in Possession Term Loan Facility

Summary of Terms and Conditions[1]

Set forth below is a summary of the principal terms and conditions for the DIP Term Loan Facility (as defined herein). The summary of terms and conditions (together with all annexes, exhibits, and schedules attached hereto, as may be amended, amended and restated, supplemented or otherwise modified from time to time, this "**DIP Term Sheet**") shall be a binding agreement with respect to the DIP Term Loans (as defined herein) but does not purport to summarize all of the terms, conditions, representations, warranties and other provisions with respect to the DIP Term Loan Facility which would be contained in the DIP Term Loan Facility Documents (as defined herein). The obligations of the New Money DIP Lenders to provide the New Money DIP Term Loans pursuant to this DIP Term Sheet is conditioned upon entry of the DIP Orders (as defined herein) and the execution and delivery of the Restructuring Support Agreement (as defined herein) to which this DIP Term Sheet is attached as Exhibit C by all parties hereto and shall be subject to the terms and conditions set forth herein.

Borrower:	American Tire Distributors, Inc., a Delaware corporation ("**Company**" or "**Borrower**"), in its capacity as a debtor and debtor in possession in a case (the "**Borrower's Chapter 11 Case**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") to be filed in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").
Guarantors:	The obligations of the Borrower under the DIP Term Loan Facility (the "**Borrower Obligations**) will be guaranteed by ATD New Holdings III, Inc., Borrower's parent company ("**Parent**"), and the Borrower's subsidiaries identified on Schedule 1 attached hereto, including, for the avoidance of doubt, all such subsidiaries that are guarantors under the Term Loan Credit Agreement referred to below (collectively, the "**Guarantors**" and, together with Borrower, the "**Loan Parties**"; and the obligations of the Loan Parties, including, for the avoidance of doubt, fees and expenses of the DIP Agents (as defined herein) that are payable as set forth herein, collectively, the "**DIP Term Loan Obligations**"), each of which will be a debtor and a debtor in possession in cases commenced under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (collectively, the "**Guarantors' Chapter 11 Cases**" and, together with the Borrower's Case, collectively, the "**Chapter 11 Cases**"), filed contemporaneously and jointly administered with the Borrower's Case) (the date of such filing, the "**Petition Date**").
Certain Prepetition Debt Facilities and Instruments:	The following financing arrangements are referred to herein collectively as the "**Prepetition Facilities,**" and, collectively, the holders of secured indebtedness described in this section, the "**Prepetition Secured Parties**"): **ABL Loans**: indebtedness and/or commitments (other than the 2024 Delayed Draw FILO Obligations) currently outstanding under that certain ABL Credit Agreement, dated as of October 22, 2021, by and among Wells Fargo Bank, National Association, as administrative agent and collateral agent (the "**ABL Agent**"), the borrowers, including the Company, party thereto, Parent and the other guarantors and lenders party thereto (as amended by the First Amendment to Credit Agreement, dated as of April 13, 2023, Second Amendment to Credit Agreement, dated as of July 16, 2023,

[1] Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement (as defined herein) to which this DIP Term Sheet is attached.

Third Amendment to Credit Agreement, dated as of July 24, 2024, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**ABL Credit Agreement**"), in the aggregate principal amount of approximately $683 million and $100 million in respect of the "Revolving Credit Loans" and "FILO Term Loans", respectively (each term as defined in the ABL Credit Agreement) thereunder (the "**ABL Loans**"), which amounts, for the avoidance of doubt, exclude approximately $49 million of letters of credit issued under the ABL Credit Agreement.

2024 Delayed Draw FILO Obligations: indebtedness currently outstanding under the ABL Credit Agreement in the aggregate principal amount of $75 million in respect of the "2024 Delayed Draw FILO Loans" (as defined in the ABL Credit Agreement) thereunder plus all accrued and unpaid interest thereon, fees, premiums and other expenses incurred in connection therewith (collectively, the "**2024 Delayed Draw FILO Obligations**") provided by certain lenders thereunder (the "**2024 FILO Lenders**").

Term Loan Obligations: indebtedness currently outstanding under that certain Term Loan Credit Agreement, dated as of October 22, 2021 (as amended by Amendment No. 1 to Credit Agreement, dated as of March 26, 2023, Amendment No. 2 to Credit Agreement, dated as of March 26, 2023, Amendment No. 3 to Credit Agreement, dated as of July 24, 2024 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Term Loan Credit Agreement**"), by and among Bank of America, N. A., as administrative agent and collateral agent (the "**Term Loan Agent**"), the Company, as borrower, Parent and the other guarantors party thereto, and the lenders party thereto (the "**Term Loan Lenders**"), in the aggregate principal amount of $975 million plus all accrued and unpaid interest thereon, fees, premiums and other expenses incurred in connection therewith (collectively, the "**Term Loan Obligations**").

ABL/TL Intercreditor Agreement: the respective priorities of the liens on the collateral securing the obligations under the ABL Credit Agreement and the Term Loan Credit Agreement are governed by terms and conditions set forth in that certain Amended and Restated Intercreditor Agreement, dated as of July 24, 2024, by and among the ABL Agent, the Term Loan Agent and Wells Fargo Bank, National Association, as agent for lenders holding the 2024 Delayed Draw FILO Obligations (the "**2024 FILO Agent**") and acknowledged and agreed to by Parent, the Borrower and the other grantors party thereto (the "**ABL/TL Intercreditor Agreement**").

TL Intercreditor Agreement: the respective priorities of the liens on the collateral securing the obligations in respect of Term Priority Collateral (as defined in the ABL/TL Intercreditor Agreement) are governed by terms and conditions set forth in that certain First Lien Pari Passu Intercreditor Agreement, dated as of July 24, 2024, by and among the ABL Agent, the Term Loan Agent and 2024 FILO Agent and acknowledged and agreed to by Parent, the Borrower and the other grantors party thereto.

DIP Lenders: The parties identified on Schedule 1 attached to the Restructuring Support Agreement agree to provide New Money DIP Term Loans (as defined herein) (such party in such capacity, a "**New Money DIP Lender**" and, collectively, the "**New Money DIP**

Lenders") and roll-up their 2024 Delayed Draw FILO Obligations and a portion of their Term Loan Obligations under the DIP Term Loan Facility (collectively, the "**DIP Lenders**") [2].

DIP Term Loan Agent and DIP Escrow Agent: Wilmington Savings Fund Society, FSB ("**WSFS**") shall act as administrative agent and collateral agent with respect to the DIP Term Loan Facility (in such capacity, the "**DIP Term Loan Agent**") and as escrow agent with respect to the DIP Escrow Account (as defined herein) (in such capacity, the "**DIP Escrow Agent**" and, together with the DIP Term Loan Agent, the "**DIP Agents**").

DIP Term Loan Facility: A senior secured non-amortizing superpriority priming debtor in possession term loan facility (the "**DIP Term Loan Facility**") in an aggregate principal amount comprised of (i) term loans in a principal amount of up to $250 million (collectively, the "**New Money DIP Term Loans**" and the commitments of the New Money DIP Lenders to fund the New Money DIP Term Loans, the "**New Money DIP Term Loan Commitments**") to be made available to the Borrower in two draws, of which (a) a principal amount of $125 million will be available to be drawn in a single drawing on or after the Closing Date (as defined herein) upon satisfaction of the conditions set forth in the DIP Term Loan Facility Documents and the entry of the Interim DIP Order (as defined herein) (the "**Initial Draw**") and (b) an additional principal amount equal to the undrawn New Money DIP Term Loan Commitments will be available to be drawn in a single drawing after the Closing Date upon satisfaction of the conditions set forth in the DIP Term Loan Facility Documents and the entry of the Final DIP Order (the "**Final Draw**" and, together with the Initial Draw, the "**New Money DIP Draws**"); *provided, that* the proceeds of the New Money DIP Term Loans that are not used, pursuant to the Approved Budget, on the date on which such New Money DIP Term Loans are funded (such proceeds, the "**Escrowed Loan Amount**") shall be deposited into an escrow account (the "**DIP Escrow Account**") with the DIP Escrow Agent to be withdrawn and used solely in accordance with (x) the Approved Budget (as defined below) (for the avoidance of doubt, any amount in the DIP Escrow Account shall accrue interest at the interest rate set forth in the Annex A attached hereto) and (y) the withdrawal conditions set forth in section "Withdrawal Conditions" herein, and (ii) (x) a roll-up of all outstanding 2024 Delayed Draw FILO Obligations held by each New Money DIP Lender or its affiliate that is a 2024 FILO Lender, as applicable, into term loans under the DIP Term Loan Facility (collectively, the "**2024 FILO Roll-Up DIP Loans**" on the date that the Initial Draw is made and (y) a three-to-one (3.00:1.00) roll-up of the outstanding Term Loan Obligations held by each New Money DIP Lender or its affiliate that is a Term Lender, as applicable into term loans under the DIP Term Loan Facility (collectively, the "**Term Loan Roll-Up DIP Loans**" and, collectively with the New Money DIP Term Loans and the 2024 FILO Roll-Up Loans, the "**DIP Term Loans**"), on the date that the Initial Draw or the Final Draw, as applicable, is made; *provided*, *further*, that the New Money Term DIP Loan Commitments with respect to the New Money Term DIP Loans will be initially provided and funded through Jefferies Capital Services, LLC, as fronting lender (the "**Fronting Lender**"), in accordance with the terms of this DIP Term Sheet, that certain a master consent agreement by and among Jefferies, the

[2] So long as the Fronting Lender is a holder of New Money DIP Term Loans, the Fronting Lender shall be included in the definition of New Money DIP Term Lenders.

Borrower, and WSFS (the "**Master Consent**") and the Fronting Fee Letter (as defined below).

All DIP Term Loans shall become due and payable and all New Money DIP Term Loan Commitments shall be terminated on the DIP Term Loan Facility Termination Date (as defined herein).

DIP ABL Facility: The Debtors shall incur a senior secured postpetition revolving facility on a superpriority basis solely comprised of a roll-up through collected receipts (i.e., creeping roll-up) or refinancing of the outstanding ABL Loans under the ABL Credit Agreement on a dollar-for-dollar basis into new revolving loans or commitments, as applicable, on terms and conditions satisfactory to the Required Consenting New Money DIP Lenders (the "**DIP ABL Facility**" and, together with the DIP Term Loan Facility, the "**DIP Facilities**," the agent under the DIP ABL Facility, the "**DIP ABL Agent**" and the lenders under the DIP ABL Facility, the "**DIP ABL Lenders**").

DIP Orders: "**Interim DIP Order**" has the meaning set forth in the Restructuring Support Agreement.

"**Final DIP Order**" has the meaning set forth in the Restructuring Support Agreement.

"**DIP Orders**" has the meaning set forth in the Restructuring Support Agreement.

DIP Term Loan Facility Termination Date: The "**DIP Term Loan Facility Termination Date**" with respect to the DIP Term Loan Facility shall be the earliest to occur of: (a) the date that is 120 days after the Closing Date; *provided that* such date may be extended with the consent of the Supermajority New Money DIP Lenders by 30 days (and if such date shall not be a business day, the next succeeding business day), so long as (i) no default or Event of Default shall exist or result therefrom, (ii) the representations and warranties are true and correct in all material respects (or in the case of representations and warranties with a "materiality" qualifier, true and correct in all respects) immediately prior to, and after giving effect to, such extension, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, (iii) the DIP Orders shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Supermajority New Money DIP Lenders, and (v) the Supermajority New Money DIP Lenders, in their sole discretion, shall be satisfied with the Approved Budget; (b) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date" thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (c) the acceleration of the DIP Term Loans and the termination of the DIP Term Loan Commitments in accordance with the DIP Term Loan Facility Documents; (d) the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code; and (e) dismissal of the Chapter 11 Cases or conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code.

Amortization: None.

Purpose:	The proceeds of (a) the New Money DIP Term Loans shall be used, in each case, subject to the Approved Budget and DIP Orders: (i) for the payment of working capital and other general corporate needs of the Debtors in the ordinary course of business; *provided*, *however*, that the payments to critical vendors shall be pursuant to critical vendor designation and approval procedures approved by the Required Consenting New Money DIP Lenders; (ii) for the payment of the fees, costs, and expenses of administering the Chapter 11 Cases; (iii) to pay obligations arising from or related to the Carve Out (as defined herein); (iv) to pay such other prepetition obligations as set forth in the Approved Budget, or otherwise as approved by the Bankruptcy Court, subject to the prior written consent of the Required Consenting New Money DIP Lenders acting in their sole discretion; (v) for the payment of the agency fees and reasonable and documented fees and expenses of the DIP Agents and the DIP Lenders owed under the DIP Term Loan Facility Documents; (vi) to make any adequate protection payments; and (vii) any other purposes of the Debtors permitted by the Approved Budget or approved by the prior written consent of the Required Consenting New Money DIP Lenders acting in their sole discretion, (b) the FILO Roll-Up DIP Loans shall be deemed to be used to repay the equivalent principal amount of the 2024 Delayed Draw FILO Obligations outstanding under the ABL Credit Agreement and (c) the Term Loan Roll-Up DIP Loans shall be deemed to be used to repay the equivalent principal amount of the Term Loan Obligations outstanding under the Term Loan Credit Agreement.
DIP Term Loan Facility Documents:	"**Documentation Principles**" means that the DIP Term Loan Facility will be documented in this DIP Term Sheet and, upon the execution thereof, a credit agreement (the "**DIP Credit Agreement**") and other guarantee, security, intercreditor and other relevant documentation (collectively, the "**DIP Term Loan Facility Documents**") and through the terms of the DIP Orders reflecting the terms and provisions set forth in this DIP Term Sheet and otherwise in form and substance satisfactory to the DIP Term Loan Agent, the Required Consenting Lenders, the Fronting Lender and the Debtors; *provided, that* such DIP Term Loan Facility Documents shall be drafted substantially in the form of the Term Loan Credit Agreement and the related collateral documents, in each case modified to reflect the express terms and conditions set forth in this DIP Term Sheet or customary for debtor in possession financings of this type which are agreed to by the parties thereto. It being understood and agreed that (i) the DIP Credit Agreement shall be executed by all parties thereto not later than 10 business days after the Petition Date (or such later time as the Required Consenting New Money DIP Lenders may agree but in any event prior to the date of the entry of the Final DIP Order and (ii) upon the execution and delivery of the DIP Credit Agreement any provisions of this DIP Term Sheet shall be superseded by the corresponding provisions of the DIP Credit Agreement.
Interest Rates and Fees:	As set forth on Annex A attached hereto and in any applicable fee letters.
Optional Prepayments:	The Borrower may, upon at least three (3) business days' notice, prepay in full or in part, subject to breakage costs and the Exit Fee set forth on Annex A attached hereto but otherwise without premium or penalty, the DIP Term Loans; *provided* that each such partial prepayment shall be in an aggregate amount of $1,000,000 or multiples

of $500,000 in excess thereof (or, if less, the then outstanding principal amount of the DIP Term Loans). Once repaid, DIP Term Loans may not be re-borrowed.

Mandatory Prepayments: Mandatory prepayments of the DIP Term Loans shall be required with 100% of the net cash proceeds from (A) the sale or other disposition of assets of the Borrower and its subsidiaries outside the ordinary course of business, with any exceptions to be agreed; *provided* that net cash proceeds from the disposition of ABL Priority Collateral (as defined in the ABL/TL Intercreditor Agreement) shall not be required to be used to prepay DIP Term Loans to the extent required to prepay ABL Loans under the ABL Credit Agreement and/or loans under the ABL DIP Facility, (B) any casualty events, insurance and condemnation proceeds, subject to exceptions to be agreed, (C) any sale or issuance of debt (other than permitted debt to be agreed), and (D) any extraordinary receipts to be agreed, in each case, subject to breakage cost and the Exit Premium.

Any optional or mandatory prepayments of the DIP Term Loans shall be applied as follows: (a) to the extent such prepayment is done with the proceeds of the ABL Priority Collateral, such prepayment shall be applied *first*, to prepay the 2024 FILO Roll-Up DIP Loans until all such 2024 FILO Roll-Up Loans are repaid in full, *second*, to prepay New Money DIP Term Loans until all such New Money DIP Term Loans are repaid in full and, *third*, to prepay any Term Loan Roll-Up DIP Loans until all such Term Loan Roll-Up DIP Loans are repaid in full and (b) to the extent such prepayment is done with the proceeds of the Term Priority Collateral, such prepayment shall be applied *first*, to prepay the New Money DIP Term Loans until all such New Money DIP Term Loans are repaid in full and, *second*, to prepay any 2024 FILO Roll-Up DIP Loans and Term Loan Roll-Up DIP Loans *pro rata*, until all such 2024 FILO Roll-Up DIP Loans and Term Loan Roll-Up DIP Loans are repaid in full.

Security and Priority: The DIP Term Loan Obligations shall be, subject to (i) the Carve-Out, (ii) the prepetition and postpetition liens of the ABL Agent on the ABL Priority Collateral solely with respect to the DIP ABL Loans and ABL Loans and (iii) certain liens senior by operation of law and otherwise permitted by the "Loan Documents" (as defined in the Term Loan Credit Agreement), but solely to the extent such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the prepetition liens securing the Terms Loans and other obligations under the Term Loan Credit Agreement, as of the Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code (the "**Permitted Liens**"):

(a) pursuant to section 364(c)(1) of the Bankruptcy Code, entitled to joint and several superpriority administrative expense claim status in all of the Chapter 11 Cases (the "**DIP Term Loan Superpriority Claims**"); and

(b) pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, secured by fully perfected senior security interests and liens on the DIP Collateral (as defined herein), including the collateral securing the Term Loan Obligations (collectively, the "**DIP Term Loan Liens**").

The DIP Term Loan Liens shall be effective and perfected upon entry of the Interim DIP Order without the necessity of the execution, filing or recordation of mortgages, security agreements, pledge agreements, financing statements or other agreements.

"**DIP Collateral**" means all owned or hereafter acquired, whether first arising prior to or following the Petition Date, assets and property of the Loan Parties (including, without limitation, inventory, accounts receivable, equipment, property, plant, equipment, material fee owned and ground leased real property, real property leaseholds, investment property, insurance proceeds, deposit accounts (other than payroll, trust and tax accounts), rights under leases and other contracts, patents, copyrights, trademarks, tradenames and other intellectual property and capital stock of subsidiaries), and the proceeds thereof, including, subject to entry of Final DIP Order, the proceeds of the Avoidance Action (as defined herein) but not including claims and causes of action under sections 502(d), 544, 545, 547, 548, 549 and 550 of the Bankruptcy Code (collectively, the "**Avoidance Actions**"), in each case other than "Excluded Property" (to be defined in the DIP Term Loan Facility Documents).

It being understood and agreed that the proceeds of the New Money DIP Loans deposited into the DIP Loan Proceeds Account (as defined herein) shall not constitute DIP Collateral securing any obligations under the ABL Credit Agreement and the DIP ABL Credit Agreement.

Intercreditor Arrangements: The respective priorities of the liens on the DIP Collateral securing the obligations under the DIP Term Loan Facility, the liens on the DIP Collateral securing the obligations under the DIP ABL Facility and adequate protection liens shall be governed by terms and conditions set forth in the DIP Orders.

Carve-Out: As set forth in the DIP Orders.

Limitation on Use of Carve-Out and Proceeds of DIP Term Loans: For the avoidance of doubt and notwithstanding anything to the contrary herein or in the DIP Term Loan Facility Documents, the Carve-Out, the DIP Collateral, including cash collateral, and any portion or proceeds of the DIP Term Loans shall not include, apply to or be available for any fees or expenses incurred by any party in connection with (a) the investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation, other than the investigation of such claims by the unsecured creditors committee (the "**Creditors' Committee**") prior to the delivery of a Carve-Out Trigger Notice and subject to the Investigation Budget Cap, (i) against any of the DIP ABL Lenders, DIP ABL Agent, DIP Lenders, the DIP Agents, the Term Loan Agent or any other Prepetition Secured Parties (whether in such capacity or otherwise), or (ii) challenging the amount, validity, perfection, priority or enforceability of, or asserting any defense, counterclaim or offset to, the obligations and the liens and security interests granted under the DIP Term Loan Facility Documents, the ABL Credit Agreement or the Term Loan Credit Agreement, including, in each case without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (b) attempts to modify any of the rights granted to the DIP Lenders or the DIP Agents with respect to the DIP Term Loan Facility, other than in accordance with the DIP Orders; (c) attempts to prevent, hinder or otherwise delay any of the DIP Lenders', the DIP Agents' or Prepetition Secured Parties' assertion, enforcement or realization upon any DIP Collateral or Prepetition Collateral in accordance with the DIP Term Loan Facility Documents, ABL Credit

Agreement or Term Loan Credit Agreement and the DIP Orders once an Event of Default has occurred and after the applicable Remedies Notice Period (as defined herein) has expired and the Bankruptcy Court has not enjoined any such enforcement action; or (d) objecting or challenging or contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of any of the obligations under or in respect of (i) the DIP Term Loan Facility or the Prepetition Facilities, (ii) the liens securing the DIP Term Loan Facility or the Prepetition Facilities; (iii) any other rights or interest of any of the DIP Agents, the DIP Lenders or the Prepetition Secured Parties following the occurrence of an Event of Default and after the applicable Remedies Notice Period.

The "**Investigation Budget Cap**" means a cap of $75,000 with respect to Allowed Professional Fees to be incurred by the Creditors' Committee under the investigation budget.

Adequate Protection & Other Protections: As set forth in the DIP Orders.

Termination of Consent to Use Cash Collateral: The consensual use of cash collateral will be terminated upon (i) the occurrence and during the continuance of any Event of Default unless waived in writing by the Required Consenting New Money DIP Lenders and (ii) following the Remedies Notice Period.

Conditions Precedent to the Initial Extension of Credit: The initial extension of credit (the "**Closing**"; the date on which the Closing occurs, the "**Closing Date**") under the DIP Term Loan Facility shall be subject to the following conditions (and the conditions set forth under "Conditions Precedent to Each Loan" below), unless waived by the Required Consenting New Money DIP Lenders and, to the extent the satisfaction of any condition requires the consent of the Fronting Lender or the failure to satisfy such condition would adversely affect the Fronting Lender, the Fronting Lender:

A. DIP Agents' fee letter, in form and substance satisfactory to the DIP Agents' in their sole discretion, shall have been executed and delivered by each party thereto.

B. [Reserved].

C. The DIP Escrow Account shall have been established.

D. The Petition Date shall have occurred, and each Loan Party (including Guarantors incorporated under the laws of Canada or any province thereof) shall be a debtor and a debtor in possession.

E. Not later than three (3) business days following the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order in form and substance consistent with this DIP Term Sheet and otherwise acceptable to DIP Agents, the Required Consenting Lenders and the Fronting Lender, which Interim DIP Order shall not have been vacated, reversed, modified, amended or stayed.

F. No trustee or examiner with expanded powers shall have been appointed with respect to any Loan Party or any of the Loan Parties' respective properties pursuant to section 1104 of the Bankruptcy Code.

G. All fees, invoiced costs and expenses (including, without limitation, reasonable, documented and invoiced legal fees and expenses) and other compensation contemplated by the DIP Term Loan Facility Documents or otherwise required to be paid to the Ad Hoc Group Advisors, the DIP Agents and the DIP Lenders on or before the Closing shall have been paid. It being understood and agreed that the DIP Agents shall be entitled to net any administrative and/or agency fees from the proceeds of the funded New Money DIP Term Loans.

H. The DIP Agents and the DIP Lenders shall have received, prior to the Closing Date, in a form and substance satisfactory to the Required Consenting New Money DIP Lenders, a thirteen (13) week rolling cash flow budget for the period from the Closing Date through the end of such 13-week period (such initial approved budget and subsequent budgets approved by the Supermajority New Money DIP Lenders as described below, the "**Approved Budget**"). Each budget provided after the Closing Date shall include the aggregate principal amount of undrawn and outstanding loans under the DIP ABL Facility. It being understood and agreed that the Initial Approved Budget attached as Exhibit 3 to the Interim DIP Order is satisfactory to the Required Consenting New Money DIP Lenders.

I. The DIP Agents and the DIP Lenders shall have received, on or prior to the Closing Date, customary closing deliverables with respect to each Debtor addressing such customary matters as the DIP Lenders shall reasonably request, including good standing certificates, secretary's certificates with organizational documents, resolutions and incumbency certificates attached and officer's closing certificate, in each case, in form and substance reasonably satisfactory to the Required Consenting New Money DIP Lenders.

J. There shall exist no known unstayed action, suit, investigation, litigation, or proceeding pending in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases) that would reasonably be expected to result in a Material Adverse Effect.

"**Material Adverse Effect**" shall mean any circumstance or condition that would individually or in the aggregate, have a material adverse effect on (i) the business, assets, liabilities (actual or contingent), operations, properties or condition (financial or otherwise) of the Borrower and its subsidiaries and affiliates taken as a whole (other than as a result of events leading up to and customarily resulting from the commencement of the Chapter 11 Cases and the continuation and prosecution thereof), (ii) the ability of the Loan Parties (taken as a whole) to perform or consummate their respective payment obligations under any DIP Term Loan Facility Document (other than as a result of events leading up to and resulting from the commencement of the Chapter 11 Cases and the continuation and prosecution thereof), or (iii) the rights, benefits and remedies of the DIP Lenders or the DIP Agents under any DIP Term Loan Facility Document, including the ability of the DIP Agents and DIP Lenders to enforce the DIP Term Loan Facility Documents.

K. Since the Petition Date, there shall not have occurred any circumstance or conditions, which individually or in the aggregate, constitutes or is reasonably expected to constitute, a Material Adverse Effect.

L. All necessary and material governmental and third-party consents and approvals necessary in connection with the DIP Term Loan Facility and the transactions contemplated thereby shall have been obtained on or prior to the Closing Date (without the imposition of any materially adverse conditions to the DIP Lenders (taken as a whole) that are not acceptable to the Required Consenting New Money DIP Lenders) and shall remain in effect; and no law or regulation shall be applicable in the judgment of the Required Consenting New Money DIP Lenders, as applicable, that restrains, prevents, or imposes materially adverse conditions upon the DIP Term Loan Facility or the transactions contemplated thereby.

M. The DIP Agents and each DIP Lender who has requested the same at least five (5) business days before the Closing Date shall have received, no later than three (3) business days before the Closing Date, all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations, including the U.S. Patriot Act.

N. Granting valid and perfected liens, satisfactory to the DIP Lenders, for the benefit of the DIP Agents and the DIP Lenders via entry of the Interim Order, on the security interests in the DIP Collateral of the Loan Parties contemplated by the "Security and Priority" section above (including granted pursuant to a customary security agreement in form and substance satisfactory to the DIP Agents and the DIP Lenders); the Loan Parties shall have delivered Uniform Commercial Code financing statements, in suitable form for filing satisfactory to the DIP Agents.

O. The Restructuring Support Agreement, dated as of October 22, among the Company Parties and Consenting Stakeholders (as each such term is defined therein)(the "**Restructuring Support Agreement**"), shall be in full force and effect as of the Closing Date and shall not have been amended or modified without the consents required therein.

P. All "first day orders" entered at the time of commencement of the Chapter 11 Cases shall be satisfactory in form and substance to the Required Consenting New Money DIP Lenders; *provided, however*, the DIP Orders shall be satisfactory in form and substance to the Required Consenting Lenders.

Q. (i) The "Covenant Trigger Period" (as defined in the ABL Credit Agreement) and related provisions of the ABL Credit Agreement or the agreement governing the DIP ABL Facility (the "**DIP ABL Credit Agreement**"), as applicable, shall have been amended on the terms satisfactory to the Required Consenting New Money DIP Lenders to reduce the Excess Availability threshold for the purposes of such "Covenant Trigger Period" definition (the "**ABL Excess Availability Threshold**") to the fixed amount of (x) upon entry of the Initial DIP Order, $64 million Order and (y) upon entry of the Final DIP Order and for the term of the DIP Term Loan Facility, $54 million; (ii) the definition of "Borrowing Base" and related provisions under the ABL Credit Agreement or the DIP ABL Credit Agreement, as applicable, shall remain unchanged and no discretionary reserves shall have been established as compared to those set forth in the ABL Credit

Agreement in effect as of the date of the Restructuring Support Agreement and additional reserves added shortly prior to the Petition Date have been removed (collectively, together with interest rates referred to in clause R below, "**Certain ABL Components**") and (iii) the DIP Term Loan Agent and the DIP Lenders shall have received copies of such Ratification and Amendment Agreement with the DIP ABL Credit Agreement attached thereto as Exhibit A, duly executed by all parties thereto.

R. The loans (other than the 2024 Delayed Draw FILO Loans) under the ABL Credit Agreement or the DIP ABL Credit Agreement, as applicable, shall bear interest at the *per annum* rate equal to the Default Rate under and as defined in the ABL Credit Agreement in effect as of the date of the Restructuring Support Agreement.

S. (i) The Fronting Fee Letter and (ii) the Master Consent shall have been duly executed and delivered in each case to each of the parties signatory thereto.

T. All premiums, fronting or seasoning fees, and the reasonable fees, costs, and expenses of professionals for the Fronting Lender (including, without limitation, the reasonable fees, charges and expenses of Orrick, Herrington & Sutcliffe LLP and Mandel, Katz & Brosnan LLP), in each case pursuant to invoices delivered to the Debtors before the Closing Date, and all other amounts required to be paid to the Fronting Lender in accordance with the Fronting Fee Letter, shall have been paid (or will be paid with the proceeds of the Loan(s) authorized under the Interim Order).

Conditions Precedent to Each DIP Term Loan:

On the funding date of each DIP Term Loan: (i) no Default or an Event of Default under the DIP Term Loan Facility Documents shall exist, or would result from such proposed funding or from the application of the proceeds therefrom, unless waived by the Supermajority New Money DIP Lenders; (ii) the representations and warranties of the Loan Parties in the DIP Term Loan Facility Documents shall be true and correct in all material respects (or in the case of representations and warranties with a "materiality" qualifier, true and correct in all respects (after giving effect to any qualification therein)) immediately prior to, and after giving effect to, such funding or issuance, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, unless waived by the Required Consenting New Money DIP Lenders; (iii) the making of such DIP Term Loan shall not violate any requirement of material law, the violation of which constitutes or is reasonably expected to constitute a Material Adverse Effect, after giving effect to the Interim DIP Order, the Final DIP Order, and any other order of the Bankruptcy Court, and shall not be enjoined, temporarily, preliminarily or permanently, unless waived by the Required Consenting New Money DIP Lenders; (iv) the making of such DIP Term Loan shall not result in the aggregate outstanding amount under the DIP Term Loan Facility exceeding the amount authorized by the Interim DIP Order or the Final DIP Order, as applicable (or any sub-cap expressed in the DIP Term Loan Facility Documents), unless waived by the Required Consenting New Money DIP Lenders; (v) with respect to the Final Draw, the Final DIP Order, which shall be consistent with the Interim DIP Order and otherwise in form and substance satisfactory to DIP Agents and the Required Consenting Lenders, and, so long as the New Money DIP Term Loans funded pursuant to the Initial Draw and any New Money DIP Term Loan

Commitments have not been assigned by the Fronting Lender to the applicable DIP Lenders, the Fronting Lender, shall have been entered and the Interim DIP Order or Final DIP Order, as the case may be, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect, unless waived by the Required Consenting Lenders; (vi) no Material Adverse Effect shall have occurred since the Petition Date, unless waived by the Required Consenting New Money DIP Lenders; (vii) none of the Chapter 11 Cases shall have been dismissed or converted to a chapter 7 case, unless waived by the Required Consenting New Money DIP Lenders; (viii) no trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Chapter 11 Cases, unless waived by the Required Consenting New Money DIP Lenders; (ix) (A) with respect to the Initial Draw, the DIP Term Loan Agent shall have received, a written borrowing notice two (2) business days prior to funding and (B) with respect to the Final Draw, the DIP Term Loan Agent shall have received, a borrowing notice five (5) business days prior to funding, in each case, in the form set forth in the DIP Term Facility Documents and unless waived by the Required Consenting New Money DIP Lenders; (x) satisfaction by the Debtors of all DIP Milestones that have occurred as of each borrowing, unless waived by the Supermajority New Money DIP Lenders; (xi) the funding of the New Money DIP Term Loan complies with the Approved Budget, unless waived by the Supermajority New Money DIP Lenders; and (xii) prior to the Final Draw, all material "first day" orders shall have been entered on a final basis and shall be reasonably satisfactory in form and substance to the Required Consenting New Money DIP Lenders; *provided, however*, the DIP Orders shall be satisfactory in form and substance to the Required Consenting Lenders.

Withdrawal Conditions: The Borrower shall be allowed to make one or more withdrawals from the Escrow Account (each, a "**Loan Withdrawal**") after the Closing Date, subject to the satisfaction (or waiver by the Supermajority New Money DIP Lenders) of each of the following conditions:

A. The DIP Term Loan Agent and the DIP Escrow Agent shall have received a Loan Withdrawal Notice in the form set forth on Exhibit A attached hereto with respect to the New Money DIP Loans by no later than 12:00 Noon (New York time) one Business Day prior for a proposed withdrawal of such Loan Withdrawal on the immediately following Business Day (such date, the "**Proposed Withdrawal Date**"), which shall include a certification that the proceeds of such Loan Withdrawal shall be used pursuant to the Approved Budget (subject to Permitted Variances).

B. The representations and warranties of the Loan Parties set forth herein shall be true and correct in all material respects on and as of the Proposed Withdrawal Date as though made on and as of such Proposed Withdrawal Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

C. No default or Event of Default shall have occurred and be continuing on such Proposed Withdrawal Date or after giving effect to the Loan Withdrawal requested to be made.

D. Then applicable Approved Budget shall be in full force and effect on and as of the Proposed Withdrawal Date, and the withdrawal shall be in accordance with such Approved Budget (subject to Permitted Variances).

E. Then applicable DIP Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Consenting Lenders.

F. The Loan Parties shall have satisfied each of the DIP Milestones (to the extent such DIP Milestone occurs prior to the Proposed Withdrawal Date) on or prior to the Proposed Withdrawal Date.

G. Since the Closing Date, there shall be no changes to the Certain ABL Components (as defined herein) unless such changes have been made in compliance with the terms hereof.

By delivery of any Loan Withdrawal Notice (and acceptance of any Loan Withdrawal), the Borrower shall be deemed to have further represented and warranted to the DIP Lenders that the calculations of the amounts requested to be withdrawn pursuant to such Loan Withdrawal are reasonable and accurate based on the facts and circumstances in existence at the time of its preparation, calculation and delivery. Upon receipt of the Loan Withdrawal Notice and satisfaction of the conditions set forth in this section "Withdrawal Conditions", the DIP Term Loan Agent shall promptly direct the DIP Escrow Agent to disburse funds by 4:00 p.m. (New York City time) on the business day immediately following such Loan Withdrawal Notice.

The DIP Escrow Account shall be subject to, and the DIP Escrow Agent shall be retained pursuant to, the arrangements set forth on Annex C attached hereto.

Any amounts withdrawn pursuant to a Loan Withdrawal that are not used pursuant to the Approved Budget shall either be (i) netted against any subsequent Loan Withdrawal or (ii) returned to the DIP Escrow Agent to be deposited in the DIP Escrow Account.

Representations and Warranties: Substantially consistent with the representations and warranties set forth in the Term Loan Credit Agreement, subject to the Documentation Principles, with changes to reflect the requirements of WSFS, as agent. For purposes of funding on Closing Date under this DIP Term Sheet, the representations and warranties shall include the following which shall be substantially consistent with the representations and warranties set forth in the Term Loan Credit Agreement (including with respect to exceptions and materiality thresholds and qualifiers) as if all of such representations and warranties were included in this DIP Term Sheet as of the date of Initial Draw and additional representations set forth below: valid existence, compliance with law (including Official of Foreign Asset Control ("**OFAC**"), Foreign Corrupt Practices Act, etc.), requisite power, due authorization, approvals, no conflict with organizational documents, material agreements (to the extent enforceable

postpetition) or applicable law, enforceability of the DIP Term Loan Facility Documents, no Default or an Event of default under DIP Term Loan Facility Documents after taking into account the funding under the DIP Term Loan Facility, ownership of subsidiaries and property, material accuracy of financial statements and all other information and disclosure provided, absence of material adverse change, absence of material litigation, taxes, margin regulations, no burdensome restrictions, inapplicability of Investment Company Act, employee benefit plans and the Employee Retirement Income Security Act ("**ERISA**"), use of proceeds, insurance, labor matters, environmental matters, sanctioned persons, anti-corruption laws, Patriot Act, perfection and security interests, intellectual property and licenses, deposit accounts, ownership of properties and liens, the Interim DIP Order, the DIP liens and the superpriority administrative expense claims.

Affirmative Covenants:

Until the date of the execution of the DIP Credit Agreement (the "**DIP Credit Agreement Execution Date**"), the Loan Parties shall comply with all affirmative covenants set forth in the Term Loan Credit Agreement, this DIP Term Sheet and the DIP Orders.

The DIP Term Loan Facility Documents will contain affirmative covenants substantially consistent with the Term Loan Credit Agreement, subject to the Documentation Principles, with changes to reflect the requirements of WSFS, as agent, but in any event shall include the following:

A. Payment of taxes.

B. Preservation of existence.

C. Maintenance of properties.

D. Maintenance of insurance (including flood insurance).

E. Compliance with laws (including ERISA and environmental laws), sanctions, anti-bribery, OFAC, PATRIOT Act, money-laundering and other anti-terrorism laws, etc.

F. Conduct of business.

G. Maintenance of and access to books and records and inspection rights.

H. Provision of additional collateral, guarantees and mortgages.

I. Delivery of certain reports and information.

J. Use of proceeds.

K. DIP Milestones.

L. Certain customary bankruptcy matters, including provision of material draft motions and pleadings (subject to customary limitations and exceptions) and Bankruptcy Court orders, motions and other filings being acceptable to the

Required Consenting New Money DIP Lenders; *provided, however*, the DIP Orders shall be acceptable to the Required Consenting Lenders.

M. Limitations on changes to fiscal year.

N. Delivery of notices of defaults and certain other events that would reasonably be expected to result in a Material Adverse Effect.

O. Weekly commercial update calls with the DIP Lenders or their representatives.

P. Maintenance of proceeds of the New Money DIP Loans withdrawn from the DIP Escrow Account to the extent not otherwise applied in accordance with the Approved Budget in a segregated U.S. deposit account of the Borrower and, subject to clause (R) below, subject to springing control of the DIP Term Loan Agent (the "**DIP Loan Proceeds Account**").

Q. Compliance with the cash management order acceptable to the Required Consenting New Money DIP Lenders.

R. Further assurances and post-closing covenant (including post-closing obligations to (i) obtain insurance endorsements naming the DIP Term Loan Agent, on behalf of the DIP Lenders, as an additional insured and loss payee, as applicable, under all insurance policies to be maintained with respect to the properties of the Loan Parties and their respective subsidiaries forming part of the New Money DIP Lenders' collateral and (ii) the applicable Loans Party using its commercially reasonable efforts to establish an account control agreement over the DIP Loan Proceeds Account, in each case within 20 business days after the Closing Date (or such later time as the Required Consenting New Money DIP Lenders may agree)).

S. Use of commercially reasonable efforts to obtain within a term period after the Closing Date to be agreed credit ratings in respect of the DIP Term Loan Facility from each of Standard & Poor's Ratings Services and Moody's Investors Service, Inc.; *provided that* obtaining such rating shall not be a precondition to draw.

DIP Milestones: The Debtors shall comply with all milestones set forth on Annex B hereto (the "**DIP Milestones**"), unless waived by the Supermajority New Money DIP Lenders.

Negative Covenants: Until the DIP Credit Agreement Execution Date, the Loan Parties shall not create any lien, incur any debt, merge or consolidate with any person, may any investments (other than intercompany investments between Loan Parties), make any restricted payments, grant any negative pledge, or allow any restrictions on subsidiary distributions in each case without the written consent of the Required Consenting New Money DIP Lenders; *provided that* such consent can be delivered to the Borrower in the form of an e-mail confirmation from the DIP Lenders' counsel or financial advisor.

The DIP Term Loan Facility Documents will contain negative covenants substantially consistent with the Term Loan Credit Agreement, subject to the Documentation Principles, but in any event shall include the following:

A. Limitations on liens.

B. Limitations on loans and investments.

C. Limitations on debt and guarantees.

D. Limitations on fundamental changes.

E. Limitations on asset sales and dispositions (including sale-leasebacks and disposition of equity); *provided that* any asset sale or disposition not in the ordinary course of business shall require the consent of the Required Consenting New Money DIP Lenders.

F. Limitations on restricted payments, including dividends, redemptions and repurchases with respect to capital stock.

G. Limitations on material changes in business.

H. Limitations on transactions with affiliates.

I. Limitations on restrictions on distributions from subsidiaries, intercompany loans (and repayments), asset transfers or investments and granting of negative pledges.

J. Limitations on use of proceeds.

K. Limitations on accounting changes.

L. Limitations on cancellation of debt and prepayments, repayments, redemptions and repurchases of debt.

M. Limitation on change in business, structure, accounting, name and jurisdiction of organization or other fundamental changes.

N. Limitations on ability of subsidiaries to be non-wholly-owned.

O. Limitations on ability of holding company to take certain actions.

P. Limitations on amendment of constituent documents except for modifications that could not reasonably be expected to adversely affect the interests of the DIP Lenders.

Q. Limitation on incurrence or existence of any claims entitled to a superpriority under section 364(c)(1) of the Bankruptcy Code other than those arising under the DIP Term Loan Facility and the replacement liens and superpriority claims provided as adequate protection to the Prepetition Secured Parties as set forth in the DIP Orders.

R. Limitation on (i) changes to the Certain ABL Components and (ii) contracts and lease rejections or assumptions, in each case, without prior written consent of the Supermajority New Money DIP Lenders.

For the avoidance of doubt and notwithstanding anything to the contrary herein, the negative covenants applicable to the DIP Term Loan Facility shall not contain exceptions based on an "available amount" or like concept or "unrestricted subsidiary" or like concept.

Financial Covenants: The DIP Term Loan Facility will contain the following financial covenants (which will be applicable to the Loan Parties and their respective subsidiaries):

Variance Covenant. As of the last date of each Test Period, commencing with the third full week after the Petition Date, (1) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating cash receipts of the Debtors shall not exceed 10% and (2) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating disbursements (other than all professional fees, including professional fees and expenses incurred by the Debtors, the DIP Term Loan Agent, the DIP Escrow Agent, the DIP Lenders, the DIP ABL Agent, the DIP ABL Lenders, U.S. Trustee and the Creditors' Committee that are owed and payable by the Debtors) shall not exceed 10% in each case, based on a rolling four-week period (collectively, the "**Permitted Variances**"). "**Test Period**" shall mean (i) initially, the third full week after the Petition Date and (ii) thereafter, each one-week period.

Minimum Liquidity Covenant. As of the last day of any week following the Closing Date, minimum Liquidity[3] in excess of the ABL Excess Availability Threshold to be no less than $20 million; *provided* that the Borrower may make a Loan Withdrawal from the DIP Escrow Account in the amount necessary to satisfy the foregoing requirement (except that such Loan Withdrawal must otherwise be in accordance with Section "Withdrawal Conditions" of this DIP Term Sheet).

Budget and Financial Reporting Requirements: The Company shall provide: (i) on or prior to the Thursday of each week, Approved Budget variance reports on a line-item basis and liquidity reports, in each case, for the preceding calendar week and a computation of Liquidity compared to the ABL Excess Availability Threshold as of the preceding calendar week-end; (ii) on or prior to Thursday of every fourth week, an updated forecast on a rolling 13-week basis, in form and substance satisfactory to the Supermajority New Money DIP Lenders in their sole discretion, which shall become the then Approved Budget upon approval by Supermajority New Money DIP Lenders in their sole discretion (and to the extent any updated budget is not approved by the Supermajority New Money DIP Lenders, the Approved Budget that is then in effect shall continue to constitute the Approved Budget for purposes of the DIP Term Loan Facility); *provided* that the Approved Budget shall be deemed to be amended or modified with the consent of the Supermajority New Money DIP Lenders and such amendments or modifications shall be deemed to be permitted hereunder if neither the Supermajority New Money DIP Lenders nor their advisors have objected to any amendments or modifications requested by the Borrower within five (5) Business Days of receipt of such request; (iii) on Thursday of each week, commencing with Thursday, October 31, 2024, an operational update report from AlixPartners (or such other advisor reasonably acceptable to the Required Consenting New Money DIP Lenders), which such report shall include cost savings information and other information provided to the management of the Borrower and otherwise be in a form of the operational update

[3] "Liquidity" to be defined substantially similar to the definition thereof in the Term Loan Credit Agreement with conforming changes to the DIP ABL Credit Agreement.

report being delivered pursuant to the Term Loan Credit Agreement, (iv) on or prior to the 20th calendar day after the end of each fiscal month, AP aging reports as of the most recently ended fiscal month, (v) on or prior to the 21st calendar day after the end of each fiscal month, (1) a preliminary profit and loss statement for the most recently ended fiscal month (provided that this requirement shall be extended to the 28th day after the end of each fiscal month for fiscal year-ends and fiscal quarter-ends) and (2) month-end reporting of gross accounts receivable and inventory, in each case, as of the last day of the preceding fiscal month, (vi) beginning with the Thursday of the third week following the Petition Date and on the Thursday of every other week thereafter, a sales volume report for the preceding calendar week, an inventory report as of the preceding calendar week-end (by category, with book value of the inventory), and a report of tire vendor payments by supplier, with corresponding total dollar amounts, for the preceding calendar week, (vii) each borrowing base certificate delivered under the DIP ABL Facility, (viii) on or prior to Thursday of each week, a written update on the status of any proposed asset sale(s) (excluding any ordinary course sales, which ordinary course sales exclusion shall encompass sales made to customers at discounted rates pursuant to internal programs or initiatives, and further excluding any de minimis sales or disposals of property having a book value of less than $50,000) and any term sheets or similar documents received in connection therewith or, to the extent such documents are subject to confidentiality, summaries thereof and (ix) within one business day of the filing of the same on the Bankruptcy Court docket, copies of monthly operating reports.

Other Reporting Requirements: Customary for facilities of this type, including customary notices in respect of certain filings made in the Chapter 11 Cases.

Events of Default: DIP Term Loan Facility Documents will contain events of default (each, an "**Event of Default**") substantially consistent with the Term Loan Credit Agreement, subject to the Documentation Principles, and in any event shall include the following:

A. Failure to pay principal, interest or any other amount when due, subject in the case of payment of interest or any other amount, to 5 business day grace period;

B. Representations and warranties incorrect in any material respect when made or deemed made;

C. Failure to comply with covenants, with customary grace periods for certain affirmative covenants;

D. Cross default with the DIP ABL Facility, if applicable, or other indebtedness in excess of $2.5 million (other than any indebtedness the payment of which is stayed as a result of the filing of the Chapter 11 Cases);

E. Failure to comply with DIP Milestones;

F. Unstayed judgments or postpetition judgments arising from postpetition obligations in excess of $1.0 million after applying proceeds from any applicable insurance policies;

G. Bankruptcy or insolvency of any of the Company's subsidiaries that is not a Debtor as of the Petition Date, unless prior to filing such subsidiary becomes a

Loan Party and within five (5) business days of filing, such subsidiary's chapter 11 case becomes jointly administered with the Debtors;

H. Commencement of ancillary insolvency proceedings in applicable foreign jurisdictions with respect to any Debtor and the entry of applicable recognition, administrative and substantive orders by the applicable court (other than a proceeding that would not reasonably be expected to have a Material Adverse Effect or cause a material delay of the Chapter 11 Cases), in each case without prior consent of the Required Consenting New Money DIP Lenders or on terms not satisfactory to the Required Consenting New Money DIP Lenders;

I. The occurrence of certain ERISA events (or foreign equivalent), environmental event or other similar reportable events that are not stayed and that result in a claim in excess of $1.0 million;

J. Actual or asserted (by any Loan Party or any affiliate thereof) invalidity or impairment of any DIP Term Loan Facility Document (including the failure of any lien to remain perfected);

K. Change of control;

L. (i) The entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(ii) The entry of an order appointing a chapter 11 trustee in any of the Chapter 11 Cases;

(iii) The entry of an order staying, reversing, vacating or otherwise modifying the Interim DIP Order or the Final DIP Order, in each case in a manner adverse in any respect to any DIP Agent and the DIP Lenders;

(iv) The entry of an order in any of the Chapter 11 Cases appointing an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code);

(v) The entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by the Loan Parties or imposing any additional conditions thereon;

(vi) The entry of a final, non-appealable order in any of the Chapter 11 Cases granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to (i) proceed against any material assets of the Loan Parties in excess of $1.0 million in the aggregate (other than in connection with any Approved Sale conducted by the Debtors in connection with the Chapter 11 Cases) or (ii) pursue other actions that would have a Material Adverse Effect on the Debtors or their estates;

(vii) the filing of any pleading by any Loan Party seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (vi) above;

(viii) The entry of a final non-appealable order in the Chapter 11 Cases charging any of the DIP Collateral under section 506(c) of the Bankruptcy Code against any DIP Agent, the DIP Lenders or the Prepetition Secured Parties;

(ix) The Loan Parties or any of their subsidiaries, or any person claiming by or through the Loan Parties or any of their subsidiaries, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any of the DIP Agents, the DIP Lenders or any Prepetition Secured Parties and their respective rights and remedies under or related to the DIP Term Loan Facility or the DIP Orders in any of the Chapter 11 Cases or inconsistent with the DIP Term Loan Facility Documents and the DIP Orders;

(x) Other than the DIP Orders, the entry of an order in any of the Chapter 11 Cases seeking authority to use cash collateral or to obtain financing under section 364 of the Bankruptcy Code;

(xi) The entry of an order in any of the Chapter 11 Cases granting adequate protection to any other person other than as set forth in the DIP Orders;

(xii) Filing of a chapter 11 plan or disclosure statement that is not acceptable to (A) the Required Consenting New Money DIP Lenders in their sole discretion, (B) with respect to the treatment of the 2024 FILO Claims or the 2024 FILO Roll-Up Claims, acceptable to the Required Consenting 2024 FILO Lenders or the Required Consenting 2024 FILO Roll-Up Lenders, respectively, in their sole discretion, (C) with respect to the treatment of the Prepetition Term Loan Claims, acceptable to the Required Consenting Prepetition Term Lenders in their sole discretion, and (D) with respect to the treatment of the Roll-Up Term Loan Claims, acceptable to the Required Consenting Roll-Up Term Loan Lenders in their sole discretion;

(xiii) Entry of an order or filing of any document by any of the Debtors in any of the Chapter 11 Cases granting or seeking to grant, other than in respect of the DIP Term Loan Facility, the DIP ABL Facility and the Carve-Out or as otherwise permitted under the applicable DIP Term Loan Facility Documents, any claim superpriority administrative expense claim status in the Chapter 11 Cases pursuant to section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the claims of the DIP Agents and the DIP Lenders under the DIP Term Loan Facility or secured by liens *pari passu* with or senior to the liens securing the DIP ABL Facility, the 2024 Delayed Draw FILO Obligations, or the Term Loan Obligations or the adequate protection liens granted to the applicable Prepetition Secured Parties;

(xiv) Any of the Loan Parties or any of their subsidiaries shall seek, support (including by filing a pleading in support thereof) or fail to contest in good faith any of the matters set forth in clauses (i) through (xiii) above;

(xv) Termination of the Restructuring Support Agreement;

(xvi) Termination of the Credit Bid Asset Purchase Agreement, if applicable; or

(xvii) Additional customary events of default relating to the Chapter 11 Cases;

M. The making of any payments in respect of prepetition obligations other than (i) as permitted by the Interim DIP Order or the Final DIP Order, (ii) as permitted by any "first day" orders satisfactory to the Required Consenting New Money DIP Lenders, (iii) as set forth under the Approved Budget or (iv) approved by the Required Consenting New Money DIP Lenders in their sole discretion;

N. The Loan Parties or any of their subsidiaries shall fail to comply with the terms of the Interim DIP Order or the Final DIP Order;

O. The Loan Parties or any of their subsidiaries, or any person claiming by or through the Loan Parties or any of their subsidiaries shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the agents under the Prepetition Facilities or any of the lenders under the Prepetition Facilities relating to the Prepetition Facilities, in their capacities as such;

P. Other than in connection with an Approved Sale, any Debtor shall file (or fail to oppose) any motion seeking an order authorizing the sale of all or substantially all of the assets of the Loan Parties (unless such sale would result in the repayment in full in cash of all obligations under the DIP Term Loan Facility (including the 2024 FILO Roll Up DIP Loans and the Term Loan Roll Up DIP Loans and, the obligations under the DIP ABL Facility;

Q. The entry of the Final DIP Order shall not have occurred within 35 days after the Petition Date;

R. The Bankruptcy Court shall enter an order denying, terminating or modifying (i) the Debtors' exclusive plan filing and plan solicitation periods under section 1121 of the Bankruptcy Code or (ii) the exclusive right of any Debtor to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code, unless such order was entered as a result of a request by, or received support from the Required Consenting New Money DIP Lenders;

S. The Bankruptcy Court enters an order approving a sale transaction other than an Approved Sale or denying approval of an Approved Sale Transaction or disallowing any material provision of the Credit Bid Asset Purchase Agreement, if applicable, and such order remains in effect for five (5) Business Days after entry of such order; or

T. The Bidding Procedures Order or the Sale Order is reversed or vacated.

Upon the occurrence of an Event of Default, and concurrently with delivery of the Carve Out Trigger Notice, the DIP Term Loan Agent, on behalf of the DIP Lenders, with the consent of the Required Consenting New Money DIP Lenders, may (and at the direction of the Required Consenting New Money DIP Lenders in their sole and absolute discretion, shall), subject to the terms of the applicable DIP Order do any of the following: (a) (i) enforce all of the guaranty rights; (ii) accelerate all DIP Term Loans and other outstanding DIP Term Loan Facility Obligations and (iii) declare the principal of and accrued interest, premiums, fees and expenses constituting the DIP

Term Loan Facility Obligations to be due and payable and (b) upon five (5) business days' written notice (the "**Remedies Notice Period**"), without further order of the Bankruptcy Court, without the need for filing any motion for relief from the automatic stay or any other pleading, for the limited purpose of permitting the DIP Term Loan Agent and counsel to the DIP Term Loan Agent to foreclose on the DIP Collateral. Relief from the automatic stay imposed by Bankruptcy Code section 362 relief in favor of the DIP Lenders shall be included in any order approving the DIP Term Loan Facility and the use of cash collateral. At any hearing addressing the exercise of remedies by the DIP Term Loan Agent and/or the DIP Lenders under the DIP Term Loan Facility Documents, the only objection that may be raised by the Borrower and the Creditors' Committee shall be whether an Event of Default has in fact occurred and is continuing, and the Borrower and the Creditors' Committee shall waive their right to seek any relief, whether under section 105 of the Bankruptcy Code or otherwise, that would in any way impair, limit, restrict or delay the rights and remedies of the DIP Agents and the DIP Lenders under the DIP Term Loan Facility Documents.

Right to Credit Bid: Subject to entry of the Interim DIP Order, (i) the DIP Term Loan Agent, at the direction of (x) the Required Consenting New Money DIP Lenders, (y) the Required Consenting 2024 FILO Roll-Up Lenders, and (z) the Required Consenting Roll-Up Term Loan Lenders, and (ii) the Term Loan Agent, at the direction of the Required Lenders (as defined in the Term Loan Credit Agreement), shall have the unconditional right to credit bid (either directly or through one or more acquisition vehicles) as part of any asset sale process or plan sponsorship process up to the full amount of the obligations with respect to the (i) (x) New Money DIP Term Loans, (y) 2024 FILO Roll-Up DIP Loans and (z) Term Loan Roll-Up DIP Loans and (ii) the Term Loans, respectively, during any sale of Debtors' assets (in whole or in part), including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code.

Expenses and Indemnification: The Borrower and each Guarantor shall jointly and severally pay or reimburse the DIP Agents and the DIP Lenders for all reasonable and documented out-of-pocket costs and expenses incurred by the DIP Agents and the DIP Lenders (including Akin Gump Strauss Hauer & Feld, LLP, as primary counsel, Schulte Roth & Zabel LLP, as DIP Agents' counsel, Potter Anderson & Corroon LLP, as Delaware counsel, Perella Weinberg Partners LP, as financial advisor/investment banker, Spencer Stuart, as executive search advisor to the DIP Lenders, and business consultants and/or operators retained by the DIP Lenders, and limited, in the case of the legal expenses, to the reasonable and documented attorney's fees, disbursements, and expenses of (a) one primary and one local counsel for the DIP Agents, (b) one local counsel for each relevant jurisdiction, and (c)] additional conflict counsel, to the extent required) in connection with (i) the Chapter 11 Cases generally (including any sale process); (ii) the preparation, negotiation and execution of the DIP Term Loan Facility Documents; (iii) the funding of the DIP Term Loans; (iv) the creation, perfection or protection of the liens under the DIP Term Loan Facility Documents (including all search, filing and recording fees); and (v) the on-going administration of the DIP Term Loan Facility Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto).

The Borrower and each Guarantor further agree to jointly and severally pay or reimburse the DIP Agents and the DIP Lenders for all documented out-of-pocket costs and expenses, including documented attorneys' fees and expenses (including Akin Gump Strauss Hauer & Feld, LLP, as primary counsel, Schulte Roth & Zabel LLP, as DIP Agents' counsel, Potter Anderson & Corroon LLP, as Delaware counsel, Perella Weinberg Partners LP, as financial advisor to the DIP Lenders and business consultants and/or operators retained by the DIP Lenders, incurred by the DIP Agents or the DIP Lenders in connection with (i) the enforcement of the DIP Term Loan Facility Documents; (ii) any refinancing or restructuring of the DIP Term Loan Facility in the nature of a "work-out"; and (iii) any legal proceeding relating to or arising out of the DIP Term Loan Facility or the other transactions contemplated by the DIP Term Loan Facility Documents, subject to customary carve-outs.

The Borrower and each Guarantor further agree to jointly and severally pay or reimburse the DIP Escrow Agent for all documented out-of-pocket costs and expenses, including documented attorneys' fees and expenses, incurred by the DIP Escrow Agent in connection with preparation, maintenance and on-going administration of the DIP Escrow Account.

The DIP Term Loan Facility Documents will contain customary indemnification provisions by the Borrower and each Guarantor (jointly and severally) in favor of the DIP Term Loan Agent, DIP Escrow Agent, each DIP Lender (including, for the avoidance of doubt, the Fronting Lender) and each of their respective affiliates, successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives of each of the foregoing (each, an "**Indemnified Person**"); *provided* that no Indemnified Person will 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 Person; and *provided*, *further*, that prior to the DIP Credit Agreement Execution Date all such provisions set forth in the Term Loan Agreement shall be incorporated herein by reference *mutatis mutandis*.

The Borrower and each Guarantor agree jointly and severally to pay or reimburse the Fronting Lender for all reasonable and documented out-of-pocket costs and expenses incurred by the Fronting Lender as set forth in a letter agreement between the Borrower and the Fronting Lender (the "**Fronting Fee Letter**").

Assignments and Participations: Assignments must be in a minimum amount of $1,000,000 (or, if less, the remaining New Money DIP Term Loan Commitments and/or Loans of any assigning DIP Lender); *provided*, *that* no assignment shall be made to disqualified lenders or any person who is not or does not contemporaneously become, or whose affiliate is not or does not contemporaneously become, a "Consenting New Money DIP Lender" under the Restructuring Support Agreement prior to such assignment; and *provided*, *further* that foregoing restrictions, including the minimum assignment amount, shall not apply and no consent of the DIP Term Loan Agent or the Borrower shall be required with respect to the assignments by the Fronting Lender in connection with the initial syndication of the New Money DIP Loans and unused New Money DIP Term Loan Commitments (the "**Initial Syndication**"). No participation shall include

voting rights, other than for certain matters requiring consent of 100% of the DIP Lenders.

Required Consenting New Money DIP Lenders and Supermajority New Money DIP Lenders:

"**Required Consenting New Money DIP Lenders**" shall have the meaning set forth in the Restructuring Support Agreement; *provided*, *however*, that consent of the New Money DIP Lenders holding greater than 66.7% of the outstanding New Money DIP Loan Commitments and/or the New Money DIP Term Loans (the "**Supermajority New Money DIP Lenders**") shall be required for amendments or waivers of compliance with the Approved Budget covenants (including Permitted Variances), the DIP Milestones, the withdrawal conditions from the DIP Escrow Account set forth in Section "Withdrawal Conditions" hereof and the ability to fund New Money DIP Loans following a default or an Event of Default ("**Supermajority Matters**").

To the extent the Supermajority New Money DIP Lenders are unwilling to fund New Money DIP Term Loans or permit the withdrawal of funds by the Borrower from the DIP Escrow Account following an Event of Default or provide consent to any proposed waiver or amendment to any Supermajority Matter to allow such funding or permit such withdrawal of funds from the DIP Escrow Account, other New Money DIP Loan Lenders that are willing to continue to fund New Money DIP Term Loans or consent to a withdrawal of funds from the DIP Escrow Account upon such an event or provide such consent (the "**Continuing New Money DIP Lenders**") may exercise customary "yank-a-bank" provisions by providing a notice to each non-consenting New Money DIP Lender to purchase such non-consenting New Money DIP Lender's New Money DIP Loan in the amount actually funded (exclusive of OID, Upfront Fee and Exit Fee) plus accreted PIK Interest and all accrued and unpaid cash interest on such amount until, but not including, the repayment date, and assume all remaining New Money DIP Term Loan Commitments with respect to the New Money DIP Loans of the non-consenting New Money DIP Lenders who shall be released from all such New Money DIP Term Loan Commitments; *provided*, *that*, the Term Loan Roll-Up DIP Loans of any non-consenting New Money DIP Lenders shall lose superpriority administrative expense claim status and shall receive the same treatment as the Term Loan Obligations in payment and lien waterfalls; and *provided*, *further*, that, for the avoidance of doubt, under no circumstances shall the treatment of the 2024 FILO Roll-Up DIP Loans shall be modified. If such rights are exercised by the Continuing New Money DIP Lenders such that Supermajority New Money DIP Lenders' consent is obtained after giving effect to the exercise of the yank-a-bank, the Continuing New Money DIP Lenders will be unconditionally obligated to purchase the New Money DIP Term Loans and assume all remaining New Money DIP Term Loan Commitments of non-consenting New Money DIP Lenders within 5 business days and the Supermajority Matter will have deemed to have passed on the date of exercise of the foregoing yank-a-bank rights.

Amendments: Except as otherwise set forth herein and for matters requiring Supermajority New Money DIP Lender consent as set forth herein and the DIP Orders and amendments customarily requiring approval by all affected DIP Lenders under the DIP Term Loan Facility, amendments shall require the consent of the Required Consenting New Money DIP Lenders.

Miscellaneous: The DIP Term Loan Facility Documents will include the following (in each case consistent with the Documentation Principles and customary for debtor in possession financings of this type) (i) standard yield protection provisions (including, without

	limitation, provisions relating to compliance with risk-based capital guidelines, increased costs (including the Dodd-Frank Act and Basel III related gross-ups notwithstanding the date of enactment of the applicable law or regulation thereunder, subject to prompt notice requirements) and payments free and clear of withholding taxes (subject to customary qualifications)), (ii) waivers of consequential damages and jury trial, and (iii) normal agency, set-off and sharing language.
Governing Law and Submission to Exclusive Jurisdiction:	State of New York (and, to the extent applicable, the Bankruptcy Code and Bankruptcy Court), without giving effect to any conflicts of laws provision that would dictate the application of another jurisdiction's laws.
DIP Order Governs:	Notwithstanding anything to the contrary herein or in any other DIP Term Loan Facility Documents, the provisions of this DIP Term Sheet Agreement are subject to the terms of the DIP Orders. In the event of a conflict between the terms of the DIP Orders and this DIP Term Sheet, the terms of the DIP Orders shall govern and control.
Counsel to DIP Agents:	Schulte Roth & Zabel LLP
Counsel to DIP Lenders:	Akin Gump Strauss Hauer & Feld LLP and Potter Anderson & Corroon LLP
Financial Advisors/Investment Banker to DIP Lenders:	Perella Weinberg Partners LP

ANNEX A

Senior Secured Debtor in Possession Term Loan Facility

Interest Rates and Fees

Interest Rates:	At the option of the Borrower, New Money DIP Term Loans will bear interest at a rate per annum equal to (a) Term SOFR plus 9.50% or (b) Base Rate plus 8.50% *per annum*; *provided*, that the Borrower shall pay a portion of interest rate equal to Term SOFR plus 1.50% *per annum* or Base Rate plus 0.50% *per annum,* as applicable, in cash and the remaining 8.00% of such interest rate in-kind by adding such interest rate margin to the aggregate outstanding principal balance of the New Money DIP Term Loans (the "**PIK Interest**"). The 2024 FILO Roll-Up DIP Loans and the Term Loan Roll-Up DIP Loans shall bear interest at the *per annum* non-default rate as set forth in the ABL Credit Agreement and the First Lien Credit Agreement, respectively, in each case payable monthly in arrears and such interest shall be payable in kind. "**Floor**" shall be defined as 3.00% per annum. **"Term SOFR**" shall have the meaning ascribed to the term in the Term Loan Credit Agreement; *provided* that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor. For the avoidance of doubt, there shall be no credit spread adjustment. Interest shall be calculated on the basis of the actual number of days elapsed in a 360-day year. Interest shall be payable in arrears monthly, regardless of whether Term SOFR or Base Rate.
OID:	7.00%; to be paid in kind as an original issue discount or added to the principal amount of funded New Money DIP Term Loans in connection with each DIP Draw (the "**OID**").
Upfront Premium:	5.00% of the aggregate New Money DIP Term Loan Commitments; to be paid in kind as an original issue discount or added to the principal amount of funded New Money DIP Term Loans on the Closing Date (the "**Upfront Premium**").
Exit Premium:	6.00%; earned upon any repayment or prepayment of the New Money DIP Term Loans or termination of any or part of the New Money DIP Term Loan Commitments in accordance with the terms of the DIP Term Loan Facility and payable in cash upon such repayment, prepayment or termination, as applicable, including the repayment in full in cash or any other discharge of the New Money DIP Term Loans (the "**Exit Premium**"); *provided*, *however*, that to the extent the New Money DIP Term Loans are discharged as a result of the DIP Term Loan Agent exercising its credit bid rights for the full amount of the New Money DIP Term Loans as provided herein, such Exit Premium shall be satisfied by the credit bidding entity.

Default Rate: 2.00% *per annum* at all times automatically following the occurrence and during the continuation of an Event of Default.

ANNEX B

Senior Secured Debtor in Possession Term Loan Facility

DIP Milestones

DIP Milestone[1]	Deadline
Petition Date:	October 22, 2024
Entry of Interim DIP Order:	Shall have occurred within 3 days of the Petition Date
Filing of Bidding Procedures Motion:	Shall have been filed within 7 days of the Petition Date
Determination as to Necessity / Form of any Canadian Proceedings:	Shall have occurred within 14 days of the Petition Date
Delivery of ABL Exit Financing Proposal Letter Acceptable to the Required Consenting New Money DIP Lenders and Requisite Purchasing Lenders (as defined in the Restructuring Support Agreement) and requisite DIP ABL Lenders:	Shall have occurred within 21 days of the Petition Date
Filing of Stalking Horse APA:	Shall have been filed within 21 days of the Petition Date
Entry of Bidding Procedures Order:	Shall have occurred within 35 days of the Petition Date
Entry of Final DIP Order:	Shall have occurred within 35 days of the Petition Date
ABL Exit Financing Commitment:	Within 45 days of the Petition Date, stalking horse purchaser and the ABL providers shall have executed a commitment letter providing for ABL exit financing on terms and conditions acceptable to the parties thereto
Term Exit Financing Commitment:	Within 45 days of the Petition Date, stalking horse purchaser shall have provided evidence acceptable to the DIP ABL Agent showing commitments from owners of stalking horse purchaser to provide any necessary financing in connection with purchase or operation of the Loan Parties
Bid Deadline:	Within 60 days of the Petition Date
Auction:	Shall have occurred within 65 days of the Petition Date
Entry of Sale Order:	Shall have occurred within 70 days of the Petition Date

[1] Subject to the Bankruptcy Court's availability.

Closing of Sale:[2]	Shall have occurred within 80 days of the Petition Date; *provided*, *however*, that if the successful bidder is a third party (not the purchaser set forth in the Credit Bid Asset Purchase Agreement), then this DIP Milestone can be extended with the consent of the Supermajority New Money DIP Lenders, subject to the DIP ABL Lenders receiving payment in full or otherwise consenting to the treatment of the DIP ABL Facility or extension

[2] Dependent upon required regulatory approvals and related timelines for obtaining such.

ANNEX C

Senior Secured Debtor in Possession Term Loan Facility

Escrow Arrangements; Agency Provisions

(a) Appointment and Authority. Each of the DIP Lenders hereby irrevocably appoints WSFS to act on its behalf as each of (i) the DIP Escrow Agent and (ii) the DIP Term Loan Agent, in each case both hereunder and under the other DIP Term Loan Facility Documents and authorizes each such DIP Agent to take such actions on its behalf and to exercise such powers as are expressly delegated to the DIP Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto.

(b) Collateral Agent. The DIP Term Loan Agent shall also act as the "collateral agent" under the DIP Term Loan Facility Documents, and each of the DIP Lenders hereby irrevocably appoints and authorizes the DIP Term Loan Agent to act as the agent of (and to hold any security interest, charge or other lien created by the DIP Term Loan Facility Documents for and on behalf of or on trust for) such DIP Lender for purposes of acquiring, holding and enforcing any and all liens on DIP Collateral of the DIP Lenders to secure any of the DIP Term Loan Obligations, together with such powers and discretion as are reasonably incidental thereto.

(c) Investment. During the term of the DIP Term Loan Facility, the Escrowed Loan Amount shall be held by the DIP Escrow Agent in the DIP Escrow Account until the DIP Term Loan Facility Termination Date unless required to be distributed earlier pursuant to the terms of this DIP Term Sheet or the DIP Credit Agreement, as applicable. The Escrowed Loan Amount shall remain uninvested and the DIP Escrow Agent shall have no obligation to invest or reinvest the Escrowed Loan Amount.

(d) Return of Escrowed Loan Amount. All or any portion of the Escrowed Loan Amount that remains in the DIP Escrow Account on the DIP Term Loan Facility Termination Date shall be distributed to the New Money DIP Lenders in accordance with their pro rata share of the New Money DIP Term Loans and the receipt by each New Money DIP Lender of its pro rata share of such returned portion of the Escrowed Loan Amount shall constitute a repayment of the corresponding amount of the New Money DIP Loans held by such New Money DIP Lenders for purposes of this DIP Term Sheet or the DIP Credit Agreement, as applicable.

(e) Taxes. The parties hereto intend that each New Money DIP Lender (following the Initial Syndication) be treated as the owner of the portion of the Escrowed Loan Amount it funded into the DIP Escrow Account for all purposes including U.S. federal and applicable state and local income tax purposes. The DIP Agents shall have no responsibility for the tax consequences of the DIP Term Loan Facility and the parties hereto shall consult with independent counsel concerning any and all tax matters. As applicable, the Loan Parties and New Money DIP Lenders, or the Fronting Lender, as applicable, shall provide each DIP Agent with IRS Form W-9 and an original IRS Form W-8, as applicable, for each payee, together with any other documentation and information reasonably requested by any DIP Agent in connection with such DIP Agent's reporting obligations under applicable IRS regulations, if any. The New Money DIP Lenders agree to assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under the DIP Term Loan Facility with respect to the

New Money DIP Loans and indemnify and hold each DIP Agent harmless hereunder and pursuant to the DIP Term Loan Facility Documents from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges, if any, that may be assessed or asserted against such DIP Agent and shall reimburse such DIP Agent for any such amounts paid thereby within two (2) Business Days of request therefor by such DIP Agent. All payments to be made to any DIP Agent under the DIP Term Loan Facility must be made without any set-off or counterclaim and free from any deduction or withholding for or on account of any tax.

(f) Escrow Agent Duties.

The DIP Agents shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including, but not limited to, any trust or fiduciary duty, shall be created or implied. The use of the term "agent" in this DIP Term Sheet and in the DIP Term Loan Facility Documents with reference to any DIP Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties. Each DIP Agent shall not be deemed to assume any obligations or liabilities of any of the DIP Lenders under the DIP Term Loan Facility Documents. Notwithstanding anything to the contrary, each DIP Agent has no knowledge of, nor any obligation to comply with, nor any responsibility for, the terms and conditions of any DIP Term Loan Facility Document that are not expressly applicable to it nor other agreement among the parties hereto and each DIP Agent shall not be responsible for determining the meaning of any capitalized term not entirely defined herein, nor shall any DIP Agent be required to determine if any party hereto has complied with any other agreement or document. Without limiting the foregoing, each DIP Agent shall not be deemed to have knowledge or notice of the occurrence of any default or event of default, except with respect to defaults in the payment of principal, interest and fees required to be paid to each DIP Agent (under the DIP Term Loan Facility Documents), unless each DIP Agent shall have received written notice from a DIP Lender or the Borrower referring to this DIP Term Sheet, describing such default or event of default and stating that such notice is a "notice of default." Each DIP Agent will notify the DIP Lenders of its receipt of any such notice. Each DIP Agent shall have no knowledge of, or duty to determine, or responsibility for, whether any conditions set forth in section "Withdrawal Conditions" of the DIP Term Sheet have been satisfied or waived. Each DIP Agent shall have no duty or obligation to ensure that funds withdrawn from the DIP Escrow Account are applied for the purpose for which they are withdrawn. Notwithstanding the terms of any other agreement between the parties hereto, the terms and conditions of the DIP Term Loan Facility Documents shall control the actions of the DIP Agent with respect to the Escrowed Loan Amount. Upon request of the Required Consenting New Money DIP Lenders, the DIP Escrow Agent shall provide the DIP Lenders with copies of banking statements with respect to the DIP Escrow Account.

Any DIP Agent may conclusively rely upon (i) any writing, communication, signature, resolution, representation, notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation delivered by the parties hereto believed by it in good faith to be genuine and to have been signed by an authorized representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and each DIP Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such writing, communication, signature, resolution, representation,

notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation (including without limitation any Loan Withdrawal Notice) and (ii) advice and statements of legal counsel, independent accountants and other experts selected by such DIP Agent and shall not incur any liability for relying thereon.

Each DIP Agent shall be fully justified in failing or refusing to take any action under any DIP Term Loan Facility Document unless it shall first receive such advice or concurrence of the DIP Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the DIP Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each DIP Agent shall in all cases be fully protected in acting, or in refraining from acting, under this DIP Term Sheet or any other DIP Term Loan Facility Document in accordance with a request or consent of the Required Consenting New Money DIP Lenders (or such greater number of New Money DIP Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the DIP Lenders. Each DIP Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions of the DIP Term Loan Facility Documents or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the reasonable opinion or advice of such counsel or other advisors. Without limiting the foregoing, whether or not the transactions contemplated by this DIP Term Sheet are consummated, the DIP Lenders shall indemnify upon demand each DIP Agent, each of their respective affiliates, and the officers, directors, employees, agents and attorneys-in-fact of each such DIP Agent and such respective affiliates (each an "**Agent-Related Person**") (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), pro rata, and hold harmless each DIP Agent and Agent-Related Person from and against any and all liabilities incurred by it in its capacity as DIP Agent; *provided* that no DIP Lender shall be liable for the payment to any DIP Agent or related-person of any portion of such liabilities resulting from such Agent or related-person's own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction; *provided* that no action taken in accordance with the directions of the Required Consenting New Money DIP Lenders (or such other number or percentage of the New Money DIP Lenders as shall be required) shall be deemed to constitute gross negligence or willful misconduct. In the case of any investigation, litigation or proceeding giving rise to any liabilities, the DIP Lenders shall indemnify each DIP Agent or any Agent-Related Person whether any such investigation, litigation or proceeding is brought by any DIP Lender or any other person. Without limitation of the foregoing, each DIP Lender shall reimburse each DIP Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorney's costs) incurred by any DIP 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 DIP Term Sheet, any other DIP Term Loan Facility Document, or any document contemplated by or referred to herein, to the extent that any DIP Agent is not reimbursed for such expenses by or on behalf of the Borrower, provided that such reimbursement by the DIP Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any. The Loan Parties shall promptly pay, upon demand, the reasonable and documented fees and expenses of any such counsel or other advisors of each DIP Agent.

The parties hereto agree to perform or cause to be performed all further acts and things, and execute and deliver such further documents, as may be required by law or as each DIP Agent may reasonably request in connection with its duties hereunder. EACH DIP AGENT SHALL NOT BE LIABLE TO ANY PERSON FOR ANY ACTION TAKEN, SUFFERED OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH EXCEPT TO THE EXTENT THAT SUCH DIP AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS DETERMINED BY A FINAL AND NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION, WAS THE CAUSE OF ANY DIRECT LOSS TO ANY SUCH PERSON. Each DIP Agent may execute any of its duties under this DIP Term Sheet or any other DIP Term Loan Facility Document (including for purposes of holding or enforcing any lien on the DIP Collateral (or any portion thereof) granted under the DIP Term Loan Facility Documents or of exercising any rights and remedies thereunder) by or through affiliates, agents, employees, attorneys-in-fact and/or such sub-agents as shall be deemed necessary by such DIP Agent, and shall be entitled to advice of counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of its own gross negligence or willful misconduct in such selection. In the event any DIP Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any party hereto which in such DIP Agent's good faith judgment conflict with the provisions of the DIP Term Loan Facility Documents, or if such DIP Agent receives conflicting instructions from any of the parties hereto or party to the DIP Term Loan Facility Documents, such DIP Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a written instructions of the Required Consenting New Money DIP Lenders (and, if applicable, the Borrower) or (ii) a final and binding and non-appealable court order issued by a court of competent jurisdiction (it being understood that each DIP Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader.

As to any matters not expressly provided for by this DIP Term Sheet or any other DIP Term Loan Facility Document, each DIP Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder or thereunder in accordance with written instructions given by the Required Consenting New Money DIP Lenders (or, where expressly required by the terms of any DIP Term Loan Facility Document, a greater proportion of the New Money DIP Lenders), and such instructions, and any action taken or failure to act pursuant thereto, shall be binding on all DIP Lenders. No DIP Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the DIP Term Loan Facility Documents that such DIP Agent is required to exercise as directed in writing by the Required Consenting New Money DIP Lenders (or such other number or percentage of the New Money DIP Lenders as shall be expressly provided for in the DIP Term Loan Facility Documents); *provided* that such DIP Agent shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such Agent to liability or that is contrary to any DIP Term Loan Facility Document or applicable law. No DIP Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Consenting New Money DIP Lenders (or such other number or percentage of the New Money DIP Lenders as shall be expressly provided for in the DIP Term Loan Facility Documents), or in the absence of its own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein. No DIP Agent shall have any liability

to the parties hereto or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrowed Loan Amount or any delay in or with respect to any other action required or requested of such DIP Agent. Each DIP Agent shall have no liability to the parties hereto or any other person with respect to any failure or delay in acting upon any communication by reason of any cause beyond such DIP Agent's control, including, without limitation, any breakdown or failure of transmission, or in the case of any corrupted, lost, delayed or incomplete transmission. Each DIP Agent shall have no duty to solicit any payments which may be due to it or the Escrowed Loan Amount, nor shall any DIP Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. Without limiting the generality of the foregoing, each DIP Agent shall not be required under any circumstances to cause or permit the DIP Escrow Account to be overdrawn. No DIP Agent shall be required to risk or expand its own funds in performing its obligations hereunder or under any other DIP Term Loan Facility Document or to take any action which in its reasonable judgment may cause it to incur any expense or financial or other liability for which it is not indemnified to its satisfaction. The rights, privileges and immunities of the DIP Agents otherwise set forth in the DIP Term Loan Facility Documents and the other Loan Documents shall apply to the actions of each DIP Agent hereunder. ANYTHING IN THE DIP TERM LOAN FACILITY DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL THE DIP AGENT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF SUCH DIP AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION, IN EACH CASE OTHER THAN IN THE EVENT OF SUCH DIP AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS DETERMINED BY A FINAL AND NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION.

(g) Following Court Orders. In the event that a legal garnishment, attachment, levy, restraining notice, court order or other governmental order (each, a "**Directive**") is served with respect to any of the Escrowed Loan Amount that remains in the DIP Escrow Account, or the delivery thereof shall be stayed or enjoined by a Directive, each DIP Agent is hereby expressly authorized to obey and comply with all such Directives so entered or issued, and in the event that each DIP Agent obeys or complies with any such Directive it shall not be liable to either of the parties hereto or to any other person by reason of such compliance, notwithstanding such Directive is subsequently reversed, modified, annulled, set aside or vacated.

(h) Termination of DIP Escrow Agent's Duties. The DIP Escrow Agent's obligations hereunder will be discharged and its duties will terminate upon the occurrence of any of the following events: (a) the DIP Escrow Agent has distributed all of the Loan Escrow Amount pursuant in accordance with the DIP Term Loan Facility Documents, or (b) the DIP Escrow Agent has resigned in accordance with the DIP Term Loan Facility Documents. The DIP Escrow Agent may at any time resign hereunder by giving at least thirty (30) days prior written notice and upon the effective date of such resignation, the Escrowed Loan Amount shall be delivered by the DIP Escrow Agent to such person or entity as may be designated in writing by the Required Consenting New Money DIP Lenders, whereupon all the DIP Escrow Agent's obligations hereunder shall cease and terminate. If no such person shall have been designated by such date, the DIP Escrow Agent's sole responsibility thereafter shall be to keep safely the Escrowed Loan

Amount then held by it and to reliver the same to a person designated by the Required Consenting New Money DIP Lenders or in accordance with the direction of a final order of a court of competent jurisdiction.

(i) Force Majeure. No DIP Agent shall be required to perform any of its obligations under the DIP Term Loan Facility Documents if it is prevented from so doing by the occurrence of any event due to any cause beyond its control or if such performance would result in such DIP Agent or its immediate or ultimate parent company being in breach of any law, regulation, ordinance, rule, directive, judgment, order or decree binding on such DIP Agent or its property or on its immediate or ultimate parent company. Each DIP Agent may act or refrain from acting under this DIP term Sheet or the DIP Credit Agreement, as applicable, and may do anything which (in its reasonable opinion after consulting with counsel) is necessary to comply with any such law, regulation, ordinance, rule, directive, judgment, order or decree. Each DIP Agent may use (and its performances will be subject to the rules of) any communications, clearing or payment systems, intermediary bank, or other system in performing any of its duties hereunder or under any of the DIP Term Loan Facility Documents.

EXHIBIT A

Form of Loan Withdrawal Notice

[Date][1]

To: Wilmington Savings Fund Society, FSB, as DIP Term Loan Agent

Ladies and Gentlemen:

Reference is hereby made to that certain Senior Secured Debtor In Possession Term Loan Facility Summary of Terms and Conditions (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**DIP Term Sheet**"), to which this Exhibit A is attached. Terms defined in the DIP Term Sheet Agreement are used herein with the same meanings.

Pursuant to the terms of the DIP Term Sheet, the Borrower hereby submits a withdrawal request (this "**Withdrawal Notice**") for the amount of $[_____] (the "**Loan Withdrawal Amount**"). The date of the Loan Withdrawal (the "**Proposed Withdrawal Date**") is [_____], which is a business day.

The proceeds of the Loan Withdrawal Amount are to be disbursed as follows:

[INSERT ACCOUNT INFORMATION FOR LOAN PROCEEDS DEPOSIT ACCOUNT OR OTHER WIRE INSTRUCTIONS THEREFOR].

This Withdrawal Notice shall be deemed to be a representation by the Borrower that the following statements will be true on the Proposed Withdrawal Date:

1. The representations and warranties of the Loan Parties set forth herein shall be true and correct in all material respects on and as of the Proposed Withdrawal Date as though made on and as of such Proposed Withdrawal Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

2. No default or Event of Default shall have occurred and be continuing on such Proposed Withdrawal Date or after giving effect to the Loan Withdrawal requested to be made.

3. The Borrower shall have prepared and provided to the DIP Term Loan Agent an attachment, signed by a chief financial officer or a treasurer of the Borrower, to each Loan Withdrawal Notice certifying the proceeds of such Loan Withdrawal shall be used pursuant to the Approved Budget (subject to Permitted Variances).

4. The applicable Approved Budget shall be in full force and effect on and as of the Proposed Withdrawal Date, and the withdrawal shall be in accordance with such Approved Budget (subject to Permitted Variances).

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[1] The DIP Term Loan Agent shall have received this Form by no later than 12:00 Noon (New York City time) one Business Day prior for a proposed funding of such Loan Withdrawal on the immediately following Business Day.

5. The applicable Approved Budget shall be in full force and effect on and as of the Proposed Withdrawal Date, and the withdrawal shall be in accordance with such Approved Budget (subject to Permitted Variances).

6. The Loan Parties shall have satisfied each of the DIP Milestones (to the extent such DIP Milestone occurs prior to the Proposed Withdrawal Date) on or prior to the Proposed Withdrawal Date.

7. Since the Closing Date there shall be no changes to the Certain ABL Components unless such changes have been made in compliance with the terms hereof.

8. By delivery of this Loan Withdrawal Notice (and acceptance of this Loan Withdrawal), the Borrower is deemed to have further represented and warranted to the Lenders that (a) the calculations of the amounts requested to be withdrawn pursuant to such Loan Withdrawal are reasonable and accurate based on the facts and circumstances in existence at the time of its preparation, calculation and delivery and (b) the proceeds of such Loan Withdrawal shall be used pursuant to the Approved Budget (subject to Permitted Variances).

[*signature page follows*]

IN WITNESS WHEREOF, the undersigned responsible officer of the Borrower hereby certifies that the information contained herein is true and correct as of the date hereof.

AMERICAN TIRE DISTRIBUTORS, INC., as a Borrower

By: _____
Name:
Title:

SCHEDULE 1

Subsidiaries Guarantors

1. ATD Sourcing Solutions, LLC
2. Terry's Tire Town Holdings, LLC
3. The Hercules Tire & Rubber Company
4. Tire Pros Francorp, LLC
5. Tirebuyer.com, LLC
6. Torqata Data and Analytics LLC
7. FLX FWD Logistics, LLC
8. ATD Technology Solutions Inc.
9. Hercules Tire International Inc.

EXHIBIT E

Provision for Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**"),[1] by and among American Tire Distributors, Inc. and its affiliates and subsidiaries bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" and a "Consenting Stakeholder" under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

_____
Name:
Title:
Address:
E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Revolving Credit Claims	
FILO Claims	
Term Loan Claims	
2024 FILO Claims	
Equity Interests	

[1] Capitalized terms used but not otherwise defined herein shall having the meaning ascribed to such terms in the Agreement.

EXHIBIT F

Joinder Agreement

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**"),[1] by and among American Tire Distributors, Inc. and its affiliates and subsidiaries bound thereto and the Consenting Stakeholders, and agrees to be bound by the terms and conditions thereof to the extent that the other Parties are thereby bound, and shall be deemed a "Consenting Stakeholder" and a "Consenting Stakeholder" under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date this Joinder Agreement is executed and any further date specified in the Agreement.

Date Executed:

_____
Name:
Title:
Address:
E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Revolving Credit Claims	
FILO Claims	
Term Loan Claims	
2024 FILO Claims	
Equity Interests	

[1] Capitalized terms used but not otherwise defined herein shall having the meaning ascribed to such terms in the Agreement.