Order Filed on February 18, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
In re: PRETIUM PACKAGING, L.L.C., *et al.* Debtors.[1]	Chapter 11 Case No. 26-10896 (CMG) (Jointly Administered)

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

The relief set forth on the following pages, numbered three (3) through one hundred and five (105), is **ORDERED.**

DATED: February 18, 2026

Honorable Christine M. Gravelle, Chief Judge
United States Bankruptcy Judge

[1] The last four digits of Debtor Pretium Packaging, L.L.C.'s tax identification number are 7802. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://cases.stretto.com/Pretium. The location of the Debtors' service address in these chapter 11 cases is: 2560 White Oak Circle, Suite 120, Aurora, Illinois 60502.

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Steven N. Serajeddini, P.C. (admitted *pro hac vice*)
Jordan E. Elkin (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
steven.serajeddini@kirkland.com
jordan.elkin@kirkland.com

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Anup Sathy, P.C.
Yusuf Salloum (admitted *pro hac vice*)
333 West Wolf Point Plaza
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
anup.sathy@kirkland.com
yusuf.salloum@kirkland.com

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

Upon the motion (the "DIP Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (collectively, the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the "Bankruptcy Code"), rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 4001-1, 4001-3, 9013-1, 9013-2, 9013-3, and 9013-4 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), seeking entry of the Interim Order (as defined herein) and this final order (this "Final Order" and, together with the Interim Order, the "DIP Orders") among other things:

- authorizing Pretium PKG Holdings, Inc. (the "Borrower") to obtain postpetition financing ("DIP Term Loan Financing") pursuant to a senior secured superpriority debtor-in-possession term loan facility (the "DIP Term Loan Facility") subject to the terms and conditions set forth in this Final Order and that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement attached hereto in substantially final form as **Exhibit 1** (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "DIP Term Loan Credit Agreement") by and among the Borrower, the DIP Guarantors (as defined below), the financial institutions or other entities from time to time party thereto as "Lenders" (the "DIP Term Loan Lenders"), and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, as applicable, together with its successors and permitted assigns, the "DIP Term Loan Agent" and, together with the DIP Term Loan Lenders, the "DIP Term Loan Secured Parties") and all other documents and instruments related to the DIP Term Loan Facility (including, without limitation, that certain backstop commitment letter with respect to the DIP Term Loan Facility (the "Backstop Commitment Letter") by and among the Debtors and the backstop parties party thereto (the "Backstop Parties")) or that may be reasonably

[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Motion or the DIP Documents.

requested by the DIP Term Loan Secured Parties in connection with the DIP Term Loan Facility (in each case, as amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof, together with the DIP Term Loan Credit Agreement, the "DIP Term Loan Documents"), consisting of new money term loans (the "New Money DIP Term Loans") (i) in an aggregate principal amount of $401,000,000.00, which was available immediately upon entry of the Interim Order (the "Initial Draw") (subject to certain conditions) including for the purpose of refinancing all of the Tranche A Term Loans (as defined below), and (ii) in an aggregate principal amount of up to $132,500,000.00, which will be available (in one or more draws) immediately upon entry of this Final Order (the "Final Draw") (subject to certain conditions) (the loans to be made available under the foregoing clauses (i) and (ii), the "DIP Term Loans" and the commitments therefor, the "DIP Term Loan Commitments");

- authorizing the Borrower to incur, and the other Debtors to guarantee (such Debtors, the "DIP Guarantors" and, together with the Borrower, the "DIP Obligors") the DIP Term Loan Facility and all extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including the backstop premium (the "Backstop Premium") and participation premium (the "Participation Premium" and together with the Backstop Premium, the "DIP Premiums"), costs, expenses and other liabilities and obligations (including indemnities and similar obligations, whether contingent or absolute) due or payable under the DIP Term Loan Documents (collectively, the "DIP Term Loan Obligations"), and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith;

- authorizing the Borrower to obtain senior secured debtor-in-possession asset-based postpetition financing on a superpriority basis pursuant to the DIP ABL Documents (as defined below) subject to the terms and conditions set forth in this Final Order and that certain *Senior Secured Superpriority Debtor-in-Possession ABL Credit and Guarantee Agreement* attached hereto in substantially final form as **Exhibit 2** (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "DIP ABL Credit Agreement" and, together with the DIP Term Loan Credit Agreement, the "DIP Credit Agreements") by and among the Borrower, the DIP Guarantors, the financial institutions or other entities from time to time party thereto as "Lenders" (the "DIP ABL Lenders", and together with the DIP Term Loan Lenders, the "DIP Lenders"), and Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, as applicable, together with its successors and permitted assigns, the "DIP ABL Agent" and, together with the DIP ABL Lenders, the "DIP ABL Secured Parties", and the DIP ABL Agent together with the DIP Term Loan Agent, the "DIP Agents" and the DIP ABL Secured Parties together with the DIP

Term Loan Secured Parties, the "DIP Secured Parties") and all other documents and instruments related to the DIP ABL Credit Agreement that may be reasonably requested by the DIP ABL Secured Parties in connection with the DIP ABL Facility pursuant to the DIP ABL Credit Agreement (in each case, as amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof, together with the DIP ABL Credit Agreement, the "DIP ABL Documents", and together with the DIP Term Loan Documents and the Intercreditor Agreements (as defined herein), the "DIP Documents") implemented including, without limitation, through the Roll Up (as defined below) of all outstanding amounts under the Prepetition ABL Loan Documents (defined below) (the "DIP ABL Facility", and loans extended thereunder, the "DIP ABL Loans", and together with the DIP Term Loans, the "DIP Loans", and the DIP ABL Facility together with the DIP Term Loan Facility, the "DIP Facilities", and the commitments thereunder, the "DIP Commitments");

- authorizing the DIP Guarantors to act as co-borrowers or guarantors with respect to the DIP ABL Facility and all extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, commitment fees or premiums and agent fees), costs, expenses and other liabilities, obligations (including indemnities and similar obligations, whether contingent or absolute) due or payable under the DIP ABL Documents including all "Obligations" as defined in the DIP ABL Documents (collectively, the "DIP ABL Obligations" and, together with the DIP Term Loan Obligations, the "DIP Obligations"), and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith;

- subject to the Carve Out (as defined below), and otherwise solely to the extent set forth herein, granting to (x) the DIP Term Loan Agent, for itself and the benefit of the other DIP Term Loan Secured Parties, in respect of all DIP Term Loan Obligations of the DIP Obligors and (y) the DIP ABL Agent, for the benefit of itself and the other DIP ABL Secured Parties, in respect of all of the DIP ABL Obligations of the DIP Obligors, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code;

- granting to (x) the DIP Term Loan Agent, for itself and for the benefit of the other DIP Term Loan Secured Parties, on the DIP Collateral (as defined below), and (y) the DIP ABL Agent, for the benefit of itself and the other DIP ABL Secured Parties, on the DIP Collateral, valid, enforceable, non-avoidable and automatically perfected security interests and liens pursuant to sections 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, which security interests and liens shall be subject to the Carve Out

and the relative rankings and priorities set forth in this Final Order, and as further set forth on **Exhibit 3** attached hereto;

- waiving (a) the Debtors' right to surcharge the Prepetition Collateral (as defined below) and the DIP Collateral (the Prepetition Collateral and the DIP Collateral, collectively, the "Collateral") pursuant to section 506(c) of the Bankruptcy Code and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code;

- waiving the equitable doctrine of "marshaling" and other similar doctrines (a) with respect to the DIP Collateral for the benefit of any party other than the DIP Term Loan Secured Parties and the DIP ABL Secured Parties and (b) with respect to the Prepetition Collateral for the benefit of any party other than the Prepetition Secured Parties (as defined below);

- authorizing the Debtors to use proceeds of the DIP Facilities and Cash Collateral (as defined below) solely in accordance with the DIP Orders, the DIP Documents, and the Approved Budget, including for the purpose of the Tranche A Refinancing (as defined below);

- authorizing the Debtors to pay the DIP Term Loan Obligations and the DIP ABL Obligations as they become due and payable in accordance with the DIP Term Loan Documents and the DIP ABL Documents, respectively;

- subject to the restrictions set forth in the DIP Term Loan Documents, the DIP ABL Documents, the Approved Budget, and the DIP Orders, authorizing the Debtors to use Prepetition Collateral (as defined below) and provide automatically perfected security interests and liens, superpriority claims and other adequate protection to the Prepetition Secured Parties solely to the extent of any diminution in value of their respective interests in the applicable Prepetition Collateral (including Cash Collateral) (collectively, the "Diminution in Value"), which liens shall have the relative priorities set forth in this Final Order, and as further set forth on **Exhibit 3** attached hereto;

- modifying the automatic stay to the extent necessary to permit the Debtors, the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and the Prepetition Secured Parties to implement and effectuate the terms and provisions of the DIP Orders, the DIP Term Loan Documents, and the DIP ABL Documents; and

- waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of the Interim Order and this Final Order.

The Court having considered the DIP Motion, the exhibits attached thereto, the DIP Declarations, and the First Day Declaration, the available DIP Term Loan Documents and the DIP ABL Documents, and the evidence submitted and arguments made at the interim hearing held on January 30, 2026 (the "Interim Hearing") and the final hearing held on February 23, 2026, if any (if held, the "Final Hearing"); and notice of the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Local Rules; and the Court having entered the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expensive Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 59] (the "Interim Order"); and the Final Hearing, if any, having been held and concluded; and all objections, if any, to the relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the relief requested in the DIP Motion on a final basis is necessary, otherwise is fair and reasonable, in the best interests of the Debtors and their estates, and essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Term Loan Documents and the DIP ABL 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 AND THE FINAL HEARING, IF ANY, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. *Petition Date*. On January 28, 2026 (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 New Jersey, Trenton Vicinage (the "Court").

B. *Debtors in Possession*. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. *Jurisdiction and Venue*. The Court has core jurisdiction over these Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order approving the relief sought in the DIP Motion consistent with Article III of the United States Constitution. Venue for these Chapter 11 Cases and proceedings on the DIP Motion is proper before the Court pursuant to 28

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

U.S.C. §§ 1408 and 1409. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 364(c), 364(d)(1), 364(e), 503, 506(c), and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Local Rules 4001-1, 4001-3, 9013-1, 9013-2, 9013-3, and 9013-4.

D. *Committee Formation*. As of the date hereof, the United States Trustee for the District of New Jersey (the "U.S. Trustee") has not appointed an official committee of unsecured creditors in these Chapter 11 Cases (a "Creditors' Committee").

E. *Notice*. The Final Hearing, if any, was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Notice of the DIP Motion and the Final Hearing has been provided in accordance with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and no other or further notice was required under the circumstances.

F. *Cash Collateral*. As used herein, the term "Cash Collateral" shall mean all of the Debtors' cash, wherever located and held, including cash in deposit accounts, that constitutes or will constitute "cash collateral" of any of the Prepetition Secured Parties, DIP Term Loan Secured Parties, or DIP ABL Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors' Stipulations*. Subject to the provisions and limitations contained in paragraph 21 hereof, upon entry of the Interim Order and reaffirmed upon entry of this Final Order, and after consultation with their attorneys and financial advisors, the Debtors admitted, stipulated and agreed that:

(i) *Prepetition 1L Loans*. Pursuant to that certain First Lien Term Loan Credit Agreement, dated as of October 1, 2021 (as amended by that certain (i) First Amendment to First Lien Term Loan Credit Agreement, dated as of December 15, 2021, (ii) Second Amendment to First Lien Term Loan Credit Agreement, dated as of May 25, 2023, (iii) Third Amendment to First Lien Term Loan Credit Agreement and First Amendment to Security Agreements, dated as of October 2, 2023 (the "Third 1L Amendment"), (iv) Fourth Amendment to First Lien Term Loan Credit Agreement, dated as of November 19, 2025, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, the "Prepetition 1L Credit Agreement" and, collectively with the other "Loan Documents" (as defined in the Prepetition 1L Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "Prepetition 1L Loan Documents") by and among (a) Poseidon Investment Intermediate, Inc. ("Holdings"), (b) Pretium PKG Holdings, Inc. (the "Prepetition 1L Borrower"), (c) UBS AG, Stamford Branch, as administrative and collateral agent (the "Prepetition 1L Agent"), and (d) the lenders party thereto from time to time (the "Prepetition 1L Lenders" and, together with the Prepetition 1L Agent, the "Prepetition 1L Secured Parties"), the Prepetition 1L Borrower incurred "Obligations" (as defined in the Prepetition 1L Credit Agreement, the "Prepetition 1L Obligations") to the Prepetition 1L Secured Parties and such Prepetition 1L Obligations were guaranteed on a joint and several basis pursuant to certain First Lien Subsidiary Guaranty, dated as of October 1, 2021, by the Prepetition

1L Borrower and the guarantors party thereto and pursuant to that certain First Lien Holdings Guaranty, dated as of October 1, 2021, by Holdings (together with the guarantors party to the First Lien Subsidiary Guaranty, the "Prepetition 1L Loan Guarantors" and, together with the Prepetition 1L Borrower, the "Prepetition 1L Loan Parties");

(ii) *First Out/Second Out Intercreditor Agreement*. Pursuant to that certain Agreement Among Lenders contained in the Third 1L Amendment, dated as of October 2, 2023 (as may be amended, supplemented, restated, or otherwise modified from time to time, the "Prepetition First Out/Second Out Intercreditor Agreement"),[4] by and among Prepetition 1L Lenders holding "Third Amendment Tranche A Term Loans" (as defined in the Prepetition 1L Credit Agreement, the "Tranche A Term Loans") (the "Prepetition 1L First Out Lenders") and Prepetition 1L Lenders holding "Third Amendment Tranche A-1 Term Loans" (as defined in the Prepetition 1L Credit Agreement) (the "Prepetition 1L Second Out Lenders"), the Prepetition 1L First Out Lenders agreed, among other things, to consent to, or not oppose, the DIP Term Loan Facility if the DIP Term Loan Facility results in the Payment in Full of all First Out Priority Obligations (which, as more fully detailed in the First Out/Second Out Intercreditor Agreement, consist of all Obligations in respect of the Tranche A Term Loans, including but not limited to, interest, fees, expenses, costs, and premiums including for the avoidance of doubt the Prepayment Tranche A Premium (as defined in the Prepetition 1L Credit Agreement) and all reasonable and

[4] Unless otherwise specified herein, capitalized terms used but not defined in this paragraph G(ii) shall have the meaning ascribed to them in the Prepetition First Out/Second Out Intercreditor Agreement.

documented prepetition and postpetition fees and out-of-pocket expenses of Willkie Farr & Gallagher LLP as counsel to the Required First Out Lenders, not to exceed $200,000 unless there is a Challenge of the Tranche A Refinancing (as defined below), any First Out Priority Obligations, Tranche A Term Loans, or Prepetition 1L Term Loan Liens) within one day of the initial closing thereof (such Payment in Full of all First Out Priority Obligations using proceeds of the DIP Term Loan Facility, the "Tranche A Refinancing") and so long as the DIP Term Loan Facility does not rank senior to any First Out Obligations consisting of Unasserted Contingent Obligations, Bank Product Obligations and/or Swap Obligations (such First Out Obligations consisting of Unasserted Contingent Obligations, Bank Product Obligations and/or Swap Obligations and solely to the extent they have not been paid in full, the "Senior First Out Obligations").

(iii) *Prepetition 2L Loans*. Pursuant to that certain Second Lien Term Loan Credit Agreement, dated as of October 1, 2021 (as amended by that certain (i) First Amendment to Second Lien Term Loan Credit Agreement, dated as of May 25, 2023, and (ii) Second Amendment to Second Lien Term Loan Credit Agreement, dated as of November 19, 2025, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Petition Date, the "Prepetition 2L Credit Agreement" and, collectively with the other "Loan Documents" (as defined in the Prepetition 2L Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "Prepetition 2L Loan Documents") by and among (a) Holdings, (b) Pretium

PKG Holdings, Inc. (the "Prepetition 2L Borrower"), (c) UBS AG, Stamford Branch, as administrative and collateral agent (the "Prepetition 2L Agent"), and (d) the lenders party thereto from time to time (the "Prepetition 2L Lenders" and, together with the Prepetition 2L Agent, the "Prepetition 2L Secured Parties"), the Prepetition 2L Loan Parties incurred "Obligations" (as defined in the Prepetition 2L Credit Agreement, the "Prepetition 2L Obligations") to the Prepetition 2L Secured Parties and such Prepetition 2L Obligations were guaranteed on a joint and several basis pursuant to certain Second Lien Subsidiary Guaranty, dated as of October 1, 2021, by the Prepetition 2L Borrower and the guarantors party thereto and pursuant to that certain Second Lien Holdings Guaranty, dated as of October 1, 2021, by Holdings (together with the guarantors party to the Second Lien Subsidiary Guaranty, the "Prepetition 2L Loan Guarantors" and, together with the Prepetition 2L Borrower, the "Prepetition 2L Loan Parties");

(iv) *1L/2L Intercreditor Agreement*. Pursuant to (and to the extent set forth in) that certain First/Second Lien Intercreditor Agreement, dated as of October 1, 2021 (as amended, supplemented, restated or otherwise modified prior to the Petition Date, the "Prepetition 1L/2L Intercreditor Agreement"), by and among the Prepetition 1L Borrower, Holdings, the Prepetition 1L Agent and the Prepetition 2L Agent, the parties thereto agreed, among other things, to: (a) consent to, or not oppose, certain actions taken, or rights asserted, by the Prepetition 1L Secured Parties or Prepetition 2L Secured Parties, as applicable, and (b) refrain from taking certain actions with respect to the Collateral (as defined therein);

(v) *Prepetition ABL Facility*. Pursuant to (x) that certain Amended and Restated ABL Credit and Guarantee Agreement dated as of October 1, 2021 (as amended by that certain (i) First Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of May 11, 2023, (ii) Second Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of July 5, 2023, (iii) Third Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of September 22, 2023, (iv) Fourth Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of June 27, 2024, (v) Fifth Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of October 31, 2025, (vi) Sixth Amendment and Limited Consent to Amended and Restated ABL Credit and Guarantee Agreement, dated as of November 12, 2025, (vii) Seventh Amendment and Limited Consent to Amended and Restated ABL Credit and Guarantee Agreement, dated as of November 19, 2025, (viii) Forbearance Agreement, Eighth Amendment, and Limited Consent to Amended and Restated ABL Credit and Guarantee Agreement, dated as of December 30, 2025, and as further amended, supplemented, restated or otherwise modified from time to time prior to the Petition Date, the "Prepetition ABL Credit Agreement"; and, collectively with the Prepetition ABL Guaranty and Security Agreement (as defined below) and the other "Loan Documents" (as defined in the Prepetition ABL Credit Agreement) and any other agreements, instruments, and documents executed or delivered in connection therewith from time to time, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time prior to the Petition Date, the "Prepetition ABL Loan Documents"; and the credit facility

evidenced thereby, collectively, the "Prepetition ABL Facility"), by and among (a) Holdings, (b) Pretium PKG Holdings, Inc., (c) the other borrowers and guarantors party thereto (together with Holdings and Pretium PKG Holdings, Inc., the "Prepetition ABL Loan Parties"), (d) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the "Prepetition ABL Agent"; and, together with the Prepetition 1L Agent and Prepetition 2L Agent, the "Prepetition Representatives"), and (e) the lenders from time to time party thereto (together with their respective successors and assigns, the "Prepetition ABL Lenders"; the Prepetition ABL Lenders, together with the Prepetition ABL Agent and all other holders of Prepetition ABL Obligations (as defined below) (including, without limitation, all Issuing Lenders, Bank Product Providers, and Hedge Providers (as such terms are defined in the Prepetition ABL Credit Agreement)), together with their respective successors and assigns, collectively, the "Prepetition ABL Secured Parties"; and the Prepetition ABL Secured Parties, together with the Prepetition 1L Secured Parties and the Prepetition 2L Secured Parties, collectively, the "Prepetition Secured Parties"); the Prepetition ABL Loan Parties incurred "Obligations" (as defined in the Prepetition ABL Credit Agreement) to the Prepetition ABL Secured Parties on a joint and several basis;

(vi) *ABL Intercreditor Agreement*. Pursuant to (and as and to the extent set forth in) that certain Intercreditor Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Prepetition ABL Intercreditor Agreement" and, together with the Prepetition 1L Loan

Documents, the Prepetition 2L Loan Documents, the Prepetition 1L/2L Intercreditor Agreement, and the Prepetition ABL Loan Documents, the "Prepetition Debt Documents") by and among the Prepetition ABL Agent, the Prepetition 1L Agent, and the Prepetition 2L Agent and the other parties thereto, the parties thereto agreed, among other things: (a) that the Prepetition ABL Liens (as defined below) on the ABL Priority Collateral (as defined below) are senior to the Prepetition 1L Term Loan Liens and Prepetition 2L Term Loan Liens (as defined below) on such collateral; and (b) that the Prepetition 1L Term Loan Liens and Prepetition 2L Term Loan Liens on the Term Priority Collateral (as defined below) are senior to the Prepetition ABL Liens on such collateral;

(vii) *Prepetition 1L Obligations*. As of the Petition Date, the Prepetition 1L Loan Parties were justly and lawfully indebted and liable to the Prepetition 1L Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, for the Term Loans (as defined in the Prepetition 1L Credit Agreement) in the aggregate principal amount of not less than $1,575,005,610.41, plus accrued and unpaid interest thereon and any fees, expenses and disbursements (including attorneys' fees, accountants' fees, appraisers' fees, auditors' fees, consultants' fees, financial advisors' fees, and other professionals' fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition 1L Loan Documents), costs, charges, indemnities, premiums, reimbursement obligations, guarantee obligations, other contingent obligations, and other charges incurred in accordance with the Prepetition 1L Loan Documents;

(viii) *Prepetition 2L Obligations*. As of the Petition Date, the Prepetition 2L Loan Parties were justly and lawfully indebted and liable to the Prepetition 2L Secured Parties without

defense, challenge, objection, claim, counterclaim, or offset of any kind, for the Term Loans (as defined in the Prepetition 2L Credit Agreement) in the aggregate principal amount of not less than $201,404,401.13, plus accrued and unpaid interest thereon and any fees, expenses and disbursements (including attorneys' fees, accountants' fees, appraisers' fees, auditors' fees, consultants' fees, financial advisors' fees, and other professionals' fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition 2L Loan Documents), costs, charges, indemnities, premiums, reimbursement obligations, guarantee obligations, other contingent obligations, and other charges incurred in accordance with the Prepetition 2L Loan Documents;

(ix) *Prepetition ABL Obligations*. As of the Petition Date, the Prepetition ABL Loan Parties were justly and lawfully indebted and liable to the Prepetition ABL Secured Parties without defense, challenge, objection, claim, counterclaim, or offset of any kind, for not less than $59,454,664.75 in outstanding principal amount of "Revolving Loans" (as defined in the Prepetition ABL Credit Agreement) and approximately $3,307,950.00 in respect of issued and undrawn letters of credit, plus any accrued but unpaid interest thereon, fees, expenses (including attorneys', accountants', appraisers', and financial advisors' fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition ABL Loan Documents), costs, charges, indemnities, and other Prepetition ABL Obligations incurred under the Prepetition ABL Loan Documents plus any and all obligations arising under or in connection with any Swap Agreement or Cash Management Agreement (each as defined in the Prepetition ABL Loan Documents, and

herein constitute the "Bank Product Obligations"),[5] all of which constitute the "Prepetition ABL Obligations" hereunder (the Prepetition ABL Obligations together with the Prepetition 1L Obligations and Prepetition 2L Obligations, collectively, the "Prepetition Secured Obligations");

(x) *Validity of Prepetition Secured Obligations*. The Prepetition Secured Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Obligors, as applicable, enforceable in accordance with the respective terms of the relevant Prepetition Debt Documents, and no portion of the Prepetition Secured Obligations or any payment made to the Prepetition Secured Parties or applied to or paid on account of the Prepetition Secured Obligations prior to the Petition Date is subject to any contest, attack, rejection, recoupment, recovery, reduction, defense, counterclaim, offset, subordination (whether equitable, contractual or otherwise), recharacterization, avoidance or other claim (as such term is defined in the Bankruptcy Code), cause of action (including any avoidance actions or claims under Chapter 5 of the Bankruptcy Code), choses in action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law;

(xi) *Validity, Perfection and Priority of Prepetition 1L Term Loan Liens*. As of the Petition Date, pursuant to the Prepetition 1L Loan Documents, the Prepetition Obligors granted to the Prepetition 1L Agent, for the benefit of the Prepetition 1L Secured Parties, a security interest

[5] Prior to the Petition Date, obligations were owed to the Prepetition ABL Agent pursuant to certain interest rate swaps under the Swap Agreements. The obligations owing to the Prepetition ABL Agent under those Swap Agreements constitute Prepetition ABL Obligations (and DIP ABL Obligations upon entry of the Interim Order in accordance with the provisions therein) and the Swap Agreements shall continue in full force and effect in accordance with this Final Order and the DIP ABL Documents.

in and continuing lien (the "Prepetition 1L Term Loan Liens") on substantially all of their respective assets and property (subject to certain exclusions as set forth in the definition of "Excluded Property" in the Prepetition 1L Credit Agreement), including (i) a valid, binding, properly perfected, enforceable, non-avoidable first priority security interest in and continuing lien on the Term Priority Collateral (as defined in the Prepetition ABL Intercreditor Agreement), which, for the avoidance of doubt, includes certain Cash Collateral, any other assets or property of a type that would otherwise constitute Term Priority Collateral but for the commencement of these Chapter 11 Cases and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the "Term Priority Collateral"), junior, subject and subordinate only to liens permitted by the Prepetition 1L Loan Documents, solely to the extent such permitted liens are (a) valid, perfected and non-avoidable on the Petition Date, or (b) valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code, and (ii) a valid, binding, properly perfected, enforceable, non-avoidable security interest in and continuing lien on the ABL Priority Collateral (as defined in the Prepetition ABL Intercreditor Agreement), which, for the avoidance of doubt, includes certain Cash Collateral, any other assets or property of a type that would otherwise constitute ABL Priority Collateral but for the commencement of these Chapter 11 Cases and all proceeds, products, accessions, rents, and profits thereof, in each case, whether then owned or existing or thereafter acquired or arising (collectively, the "ABL Priority Collateral" and, together with the Term Priority Collateral, the "Prepetition Collateral"), junior,

subject and subordinate only to (x) the liens of the Prepetition ABL Agent on the ABL Priority Collateral and (y) the liens permitted by the Prepetition 1L Loan Documents, solely to the extent such permitted liens described in this clause (y) are (a) valid, perfected and non-avoidable on the Petition Date, or (b) valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code (collectively, the "Prepetition 1L Permitted Senior Liens"). For the avoidance of doubt, the proceeds of the DIP Term Loan Facility, including amounts deposited in the Wells Fargo Bank, N.A. account ending in 9699, shall constitute Term Priority Collateral and DIP Term Priority Collateral (which amounts shall not be subject to cash dominion imposed under the DIP ABL Documents or Prepetition ABL Loan Documents);

(xii) *Validity, Perfection and Priority of Prepetition 2L Term Loan Liens*. As of the Petition Date, pursuant to the Prepetition 2L Loan Documents, the Prepetition Obligors granted to the Prepetition 2L Agent, for the benefit of the Prepetition 2L Secured Parties, a security interest in and continuing lien (the "Prepetition 2L Term Loan Liens") on substantially all of their respective assets and property (subject to certain exclusions as set forth in the definition of "Excluded Property" in the Prepetition 2L Credit Agreement), including (i) a valid, binding, properly perfected, enforceable, non-avoidable second priority security interest in and continuing lien on the Term Priority Collateral junior, subject and subordinate only to (y) the liens of the Prepetition 1L Agent on the Term Priority Collateral, and (z) the liens permitted by the Prepetition 2L Loan Documents, solely to the extent such permitted liens are (a) valid, perfected and non-

avoidable on the Petition Date, or (b) valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code, and (ii) a valid, binding, properly perfected, enforceable, non-avoidable security interest in and continuing lien on the ABL Priority Collateral, junior, subject and subordinate only to (x) the liens of Prepetition ABL Agent and Prepetition 1L Agent on the ABL Priority Collateral, (y) the liens of the Prepetition 1L Agent on the Term Priority Collateral, and (z) the liens permitted by the Prepetition 2L Loan Documents, solely to the extent such permitted liens are (a) valid, perfected and non-avoidable on the Petition Date, or (b) valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code (the "Prepetition 2L Permitted Senior Liens");

(xiii) *Validity, Perfection and Priority of Prepetition ABL Liens*. As of the Petition Date, pursuant to the Prepetition ABL Loan Documents, the Prepetition Obligors granted to the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, a security interest in and continuing lien (the "Prepetition ABL Liens" and, together with the Prepetition 1L Term Loan Liens and Prepetition 2L Term Loan Liens, the "Prepetition Liens") on substantially all of their respective assets and property (subject to certain exclusions as set forth in the definition of "Excluded Property" in the Prepetition ABL Credit Agreement), including (i) a valid, binding, properly perfected, enforceable, first priority security interest in and continuing lien on the ABL Priority Collateral junior, subject and subordinate only to the liens permitted by the Prepetition ABL Loan Documents, solely to the extent any such permitted liens are (a) valid,

perfected and non-avoidable on the Petition Date, or (b) valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code, and (ii) a valid, binding, properly perfected, enforceable, junior priority security interest in and continuing lien on the Term Priority Collateral, junior, subject and subordinate only to the Prepetition 1L Term Loan Liens and Prepetition 2L Term Loan Liens on the Term Priority Collateral and liens permitted by the Prepetition ABL Loan Documents, solely to the extent any such permitted liens are (a) valid, perfected and non-avoidable on the Petition Date, or (b) valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code (the "Prepetition ABL Permitted Senior Liens" and, together with the Prepetition 1L Permitted Senior Liens and Prepetition 2L Permitted Senior Liens, the "Prepetition Permitted Senior Liens");

(xiv) *Waiver of Challenge*. None of the Prepetition Liens, the Prepetition Debt Documents, or the Prepetition Secured Obligations are subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, subordination, recharacterization, avoidance or other claim (as defined in the Bankruptcy Code), cause of action (including any avoidance actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents), choses in action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law;

(xv) *No Control*. None of the Prepetition Secured Parties control (or have in the past controlled) any of the Debtors or their respective properties or operations, have authority to determine the manner in which any Debtor's operations are conducted or are control persons or

insiders of any Debtor by virtue of any actions taken with respect to, in connection with, related to or arising from any Prepetition Debt Documents;

(xvi) *No Claims or Causes of Action*. No claims or causes of action held by the Debtors or their estates exist against, or with respect to, the Prepetition Secured Parties and each of their respective Representatives (as defined below), in each case, in their capacity as such, under or relating to any agreements by and among the Debtors and any Prepetition Secured Party that is in existence as of the Petition Date; and

(xvii) *Release*. Subject to the rights and limitations set forth in paragraph 21 with respect to the Prepetition Secured Parties, each of the Debtors and each of their estates, on its own behalf and on behalf of its and their respective predecessors, successors, heirs, subsidiaries, assigns and Representatives (as defined below) (in each case, solely in their capacities as such) (collectively, the "Releasing Parties"), hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits (A) the Prepetition Secured Parties that have consented or are deemed to have consented to the DIP Term Loan Facility, the DIP ABL Facility, and the use of Cash Collateral provided for herein and in the Final Order, which shall include, for the avoidance of doubt, the Prepetition 1L Agent and Prepetition 2L Agent, and each of their respective Representatives (in each case, solely in their capacity as such), and (B) the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and each of their respective Representatives (in each case, solely in their capacity as such) (collectively, the "Released Parties"), from any and all liability to the Releasing Parties (and their successors and assigns) and from any and all claims,

counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action of any kind nature and description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, in contract or tort, in each case, of any kind or nature whatsoever that the Releasing Parties (or any of them) at any time had, now have or hereafter may have, or that their predecessors, successors or assigns at any time had, now have or hereafter may have, against any of the Released Parties for or by reason of any act, omission, matter, or cause arising at any time on or prior to the date of this Final Order, arising out of or related to the Prepetition Debt Documents, the DIP Term Loan Facility, the DIP Term Loan Documents, the DIP ABL Facility, the DIP ABL Documents, or the negotiation thereof and the transactions and agreements reflected thereby; *provided* that the release set forth in this paragraph shall not release (a) any rights or obligations under this Final Order or under the DIP Term Loan Documents or the DIP ABL Documents and (b) any claims, causes of action, or liability arising from the actual fraud or willful misconduct of the Released Parties.

H. *Findings Regarding the DIP Term Loan Facility, the DIP ABL Facility, Roll Up, and Use of Cash Collateral.*

(i) Good and sufficient cause has been shown for the entry of this Final Order and for authorization of the DIP Obligors to obtain financing pursuant to the DIP Term Loan Documents and the DIP ABL Documents.

(ii) The Debtors have demonstrated an immediate and critical need to obtain the DIP Term Loan Facility and the DIP ABL Facility and to use Prepetition Collateral (including Cash Collateral) in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to satisfy other working capital and operational needs and to fund administrative expenses of these Chapter 11 Cases. Access to sufficient working capital and liquidity under the DIP Term Loan Documents and the DIP ABL Documents, and other financial accommodations provided under the DIP Term Loan Documents and the DIP ABL Documents, as well as through the use of Cash Collateral in accordance with the terms thereof, the Approved Budget (as defined below), and the terms of this Final Order, is necessary for the avoidance of immediate irreparable harm to the Debtors' estates and for the preservation and maintenance of their going concern value.

(iii) The Debtors are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense or secured financing on more favorable terms from sources other than the DIP Term Loan Lenders under the DIP Term Loan Documents and the DIP ABL Secured Parties under the DIP ABL Documents. The Debtors are also unable to obtain secured credit without granting to the DIP Term Loan Secured Parties, subject to the Carve Out, the DIP Term Loan Liens and the DIP Superpriority Claims (each as defined below), and to the DIP ABL Secured Parties, subject to the Carve Out, the DIP ABL Liens and the DIP Superpriority Claims (each as defined below), and incurring the Adequate Protection

Obligations (as defined herein) on the terms and subject to the conditions set forth in this Final Order and in the DIP Term Loan Documents and the DIP ABL Documents.

(iv) The Debtors continue to collect cash, rents, income, offspring, products, proceeds, and profits generated by the Prepetition Collateral, all of which constitutes the Prepetition Secured Parties' Cash Collateral under section 363(a) of the Bankruptcy Code. The Debtors desire and need to use the Prepetition Secured Parties' Cash Collateral to fund ongoing operations and for other general corporate purposes, subject to the terms of this Final Order, the DIP Term Loan Documents, the DIP ABL Documents, and the Approved Budget.

(v) Upon (a) entry of the Interim Order, without any further action by the Debtors or any other party, but subject to paragraph 21 herein, (1) all Bank Product Obligations and issued and outstanding Letters of Credit (as defined in the Prepetition ABL Credit Agreement) were and continue to be deemed exchanged for and issued under the DIP ABL Credit Agreement and shall constitute DIP ABL Obligations, and (2) all cash, collections, and proceeds of ABL Priority Collateral shall be applied (or deemed applied to the extent advanced under the DIP ABL Facility), on a dollar-for-dollar basis, to reduce the Prepetition ABL Obligations (subparagraphs (1) and (2), the "Creeping Roll Up"), and (b) upon entry of this Final Order, but subject to paragraph 21 herein, all remaining outstanding Prepetition ABL Obligations shall automatically be deemed exchanged and converted on a cashless basis into and constitute DIP ABL Obligations (the "Final Roll Up," and collectively with the Creeping Roll Up, the "Roll Up"). 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 (a) the Creeping Roll Up, upon entry of the Interim Order, and (b) the Final Roll Up, upon entry of this Final Order. The DIP ABL Obligations pursuant to the Roll Up 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 Roll Up is subject to the reservation of rights in paragraph 21 herein, they will not prejudice the right of any other party in interest.

(vi) Based on the DIP Motion, the First Day Declaration, the DIP Declarations and the record and argument presented to the Court at the Interim Hearing and the Final Hearing, the terms of the DIP Term Loan Facility, the terms of the DIP ABL Facility, the terms of the adequate protection granted to the Prepetition Secured Parties as provided in paragraph 16 of this Final Order (collectively, the "Adequate Protection"), and the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral) pursuant to this Final Order, the DIP Term Loan Documents, the DIP ABL Documents and the Approved Budget are consistent with the Bankruptcy Code, including section 506(b) thereof, are fair and reasonable, and reflect the DIP Obligors' exercise of prudent business judgment consistent with their fiduciary duties under the circumstances.

(vii) This Final Order, the DIP Term Loan Documents, the DIP ABL Documents, the Adequate Protection, 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 Term Loan Secured Parties, the DIP ABL Secured Parties, and the Prepetition Secured Parties (each of whom acted in good faith in negotiating such documents), and all of the loans and other financial accommodations extended by the DIP Term Loan Secured Parties to the DIP Obligors, and by the DIP ABL Secured Parties to the Debtors, under, in respect of, or in connection with, the DIP Term Loan Facility and the DIP Term Loan Documents, and the DIP ABL Facility and the DIP ABL Documents (in each such case, including the granting of adequate protection provided herein and the Roll Up), respectively, are, and will be deemed to have been, extended by the DIP Term Loan Secured Parties and DIP ABL Secured Parties, respectively, in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Term Loan Secured Parties (and their respective successors and assigns), the DIP ABL Secured Parties (and their respective successors and assigns), the DIP Term Loan Facility, the DIP ABL Facility, the DIP Term Loan Liens, the DIP ABL Liens, the DIP Term Loan Obligations, the DIP ABL Obligations, the DIP Superpriority Claims, the Adequate Protection Liens (as defined below), the Adequate Protection 507(b) Claims (as defined below), and the Adequate Protection Obligations (as defined below) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

(viii) The Prepetition Secured Parties have acted in good faith regarding the DIP Term Loan Facility and the DIP ABL Facility and the Debtors' continued use of the Prepetition Collateral (including Cash Collateral), including the granting of the Adequate Protection Liens (as defined below) and other Adequate Protection Obligations (as defined below), and the Prepetition Secured Parties (and their respective successors and assigns) shall be entitled to the full protection of sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

(ix) The Prepetition Secured Parties are entitled to the Adequate Protection as and to the extent set forth herein pursuant to sections 105, 361, 362, 363 and 364 of the Bankruptcy Code. Based on the DIP Motion and on the record presented to the Court, the terms of the proposed Adequate Protection are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of Prepetition Collateral, including Cash Collateral.

(x) To the extent their consent is required, the requisite Prepetition Secured Parties have consented or are deemed to have consented to the use of Prepetition Collateral, including Cash Collateral, and the (i) priming of the Prepetition 1L Term Loan Liens, Prepetition 2L Term Loan Liens, and Prepetition ABL Liens on the Term Priority Collateral by the applicable DIP Liens, and (ii) priming of the Prepetition ABL Liens, Prepetition 1L Term Loan Liens, and Prepetition 2L Term Loan Liens on the ABL Priority Collateral by the applicable DIP Liens, in

each case on the terms set forth in the Interim Order and this Final Order, the DIP Term Loan Documents, and the DIP ABL Documents; *provided* that nothing in this Final Order, the DIP Term Loan Documents, or the DIP ABL Documents shall (x) 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 Final Order and in accordance with the DIP Term Loan Facility, the DIP ABL Facility, and the Approved Budget authorized by the Interim Order and this Final Order, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering Prepetition Collateral (whether senior or junior) other than as contemplated by the Interim Order and this Final Order, or (z) prejudice, limit or otherwise impair the rights of any Prepetition Secured Party to seek new, different or additional adequate protection or assert any other right, and the rights of any other party in interest, including the DIP Obligors, to object to such relief are hereby preserved subject to the Intercreditor Agreements (as defined herein).

(xi) The Debtors have prepared and delivered to the advisors to the DIP Term Loan Secured Parties and the DIP ABL Agent an initial budget (the "Initial DIP Budget"), attached hereto as **Schedule 1**. The Initial DIP Budget reflects, among other things, the Debtors' anticipated operating receipts, operating disbursements, non-operating disbursements, net operating cash flow, and liquidity for each calendar week covered thereby. The Initial DIP Budget may be modified, amended, extended, and updated from time to time in accordance with the DIP Term Loan Documents and the DIP ABL Documents. Each subsequent budget, once approved by the Required DIP Term Loan Lenders in accordance with the DIP Term Loan Documents and by the

DIP ABL Agent in accordance with the DIP ABL Documents, shall modify, replace, supplement or supersede, as applicable, the Initial DIP Budget for the periods covered thereby (the Initial DIP Budget or the latest subsequently approved budget, the "Approved Budget"). The Debtors believe that the Initial DIP Budget is reasonable under the circumstances. In determining to extend postpetition financing under the DIP Term Loan Documents, the DIP ABL Documents, the Interim Order, and this Final Order, the DIP Term Loan Secured Parties and the DIP ABL Secured Parties were and are relying, in part, upon the DIP Obligors' agreement to comply with the Approved Budget (subject to any permitted variances under, and to the extent required by, the DIP Term Loan Documents and the DIP ABL Documents).

(xii) Upon entry of this Final Order, each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits of any of the Prepetition Collateral.

(xiii) Using proceeds of the DIP Term Loan Facility to effectuate the Tranche A Refinancing reflects the Debtors' exercise of prudent business judgment consistent with their fiduciary duties. Obtaining the DIP Term Loan Facility and refinancing the Tranche A Term Loans are necessary steps to implement the Restructuring Transactions (as defined in the RSA). The DIP Term Loan Lenders would not have consented to extend the DIP Term Loans and other accommodations in the DIP Term Loan Facility and RSA to the Debtors without the Tranche A

Refinancing. The refinancing of the Tranche A Term Loans with the proceeds of the DIP Term Loan Facility is consideration for the agreement of the DIP Term Loan Lenders (or affiliates thereof) to extend the DIP Term Loans. Further, the Tranche A Refinancing eliminates the risk borne by the Debtors of a priming fight with the Prepetition 1L First Out Lenders.

I. *Prepetition Permitted Senior Liens; Continuation of Prepetition Liens*. Nothing herein constitutes a finding or ruling by the Court that any alleged Prepetition Permitted Senior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to, the Debtors, the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or the Prepetition Secured Parties to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition Permitted Senior Lien. For the avoidance of doubt, the right of a seller of goods to reclaim goods under section 546(c) of the Bankruptcy Code does not constitute a Prepetition Permitted Senior Lien, and such right is expressly subject to the DIP Term Loan Liens (as defined herein), the DIP ABL Liens (as defined herein), the Adequate Protection Liens, and the Prepetition Liens. The Prepetition Liens on the Prepetition Collateral, and the DIP Term Loan Liens and the DIP ABL Liens on the DIP Collateral, are in each case valid and continuing liens and the Prepetition Collateral and the DIP Collateral are and will continue to be encumbered by such liens, respectively.

J. *Compliance with Prepetition Debt Documents*. The DIP Term Loan Documents, the DIP ABL Documents, and the transactions contemplated thereunder and approved herein, as

well as the agreements and ancillary documents memorializing and effectuating the DIP Term Loan Facility and DIP ABL Facility and subject to this Final Order, and the relief granted under this Final Order, including but not limited to the Adequate Protection, are consistent with, and in compliance with, the Prepetition Debt Documents.

K. *No Challenge*. The Challenge Period (as defined herein and in the Interim Order) expired on February 16, 2026, which is the date established by the Court as the deadline for filing objections to confirmation of the Debtors' chapter 11 plan. No Challenges (as defined herein and in the Interim Order) were timely and properly filed during the Challenge Period. Accordingly, any such Challenges are now time barred.

Based upon the DIP Motion, the foregoing findings and conclusions, and the overall record before the Court, and after due consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The DIP Motion is granted on a final basis on the terms and conditions set forth in this Final Order. All objections to this Final Order to the extent not withdrawn, waived, settled, or resolved are hereby overruled on the merits.

2. *Authorization of the DIP Term Loan Facility and the DIP Term Loan Documents*.

(a) The DIP Obligors are hereby authorized on a final basis to execute, deliver, enter into and perform all of their obligations under the DIP Term Loan Documents, including, subject to the Carve Out, the granting of the DIP Term Loan Liens and the DIP Superpriority Claims and perfection of the DIP Term Loan Liens as permitted herein and under the DIP Term

Loan Documents, and perform such other acts as may be necessary, appropriate or desirable in connection therewith. The Borrower is hereby authorized on a final basis to borrow up to $533,500,000.00 under the DIP Term Loan Facility, and the DIP Guarantors are hereby authorized on a final basis to guarantee the Borrower's obligations under the DIP Term Loan Facility, subject to any limitations set forth in the DIP Term Loan Documents. The proceeds of the DIP Term Loan Facility shall be used for all purposes permitted under the DIP Term Loan Documents and this Final Order, subject to and in accordance with the Approved Budget (subject to any permitted variances under, and to the extent required by, the DIP Term Loan Documents). For the avoidance of doubt, the entry of the Interim Order constituted final approval of the Backstop Premium to be paid to the Backstop Parties in accordance with the Backstop Commitment Letter and the Participation Premium to be paid to the DIP Term Loan Lenders in accordance with the DIP Term Loan Documents. The Backstop Premium and the Participation Premium have been fully and finally earned as a bargained for and integral part of the DIP Term Loan Facility contemplated in these Chapter 11 Cases and shall be payable in accordance with and at the times specified in the DIP Documents.

(b) The DIP Obligors are hereby authorized on a final basis to use the proceeds of the DIP Facilities in accordance with this Final Order, the DIP Documents, and the Approved Budget, including the Tranche A Refinancing.

(c) In furtherance of the foregoing and without further approval of the Court, each DIP Obligor is authorized and directed to perform all acts, to make, execute and deliver all

instruments, certificates, agreements, charges, deeds and documents, execute or record pledge and security agreements, mortgages, financing statements and other similar documents, if any, and to pay all fees (including the Backstop Premium and the Participation Premium), expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable in connection with for the DIP Term Loan Facility, including, without limitation:

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

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Term Loan 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 any such amendments, waivers, consents or other modifications or the payment of any fees, including attorneys', accountants', appraisers' and financial advisors' fees, and other expenses, charges, costs, indemnities and other like obligations in connection therewith) that do not shorten the maturity of the DIP Term Loan Facility, increase the aggregate amount of the DIP Term Loan Facility, increase the rate of interest or fees payable thereunder, release any DIP Term Loan Liens other than in accordance with the DIP Term Loan Documents, or are not otherwise material and adverse to the Debtors, except as otherwise permitted under the DIP Term Loan Documents. Updates, modifications, and supplements to the Approved Budget and extension or waiver of any Milestones (as defined in the DIP Documents) shall not require any further approval of the Court;

(iii) the non-refundable payment to any of the DIP Term Loan Secured Parties of any fees in connection with the DIP Term Loan Facility and any amounts due in respect of any indemnification and expense reimbursement obligations, including, without limitation, reasonable and documented fees and expenses of professionals retained by, or on behalf of, any of the DIP Term Loan Secured Parties (Milbank LLP, Moelis & Company LLC, SAI Derecho & Economía, S.C., Gowling WLG, and one other local counsel, and, with the prior consent of the Debtors (such consent not to be unreasonably withheld, conditioned, or delayed), any other professionals and/or consultants for the Ad Hoc Group, if any (the "DIP Term Loan Professional Fees")), without the need to file retention or fee applications; the payment of the foregoing amounts shall be irrevocable, and were deemed to have been approved upon entry of the Interim Order, whether any such obligations arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law; and

(iv) the performance of all acts required under or in connection with the DIP Term Loan Documents, including the granting of the DIP Term Loan Liens and the DIP Superpriority Claims and perfection of the DIP Term Loan Liens as permitted herein and therein,

and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith, in each case in accordance with the terms of the DIP Term Loan Documents.

3. *Authorization of DIP ABL Facility and Roll Up of Prepetition ABL Obligations.*

(a) The DIP Obligors are hereby authorized on a final basis to perform all of their obligations under the DIP ABL Documents (as defined below) as provided and set forth in this Final Order, including the granting of the DIP ABL Liens (as defined below) and the DIP Superpriority Claims and perfection of the DIP ABL Liens as permitted herein and under the DIP ABL Documents, and perform such other acts as may be necessary, appropriate or desirable in connection therewith. The DIP Obligors are hereby authorized on a final basis to incur DIP ABL Obligations under, and subject to, the DIP ABL Documents and to guarantee the obligations under the DIP ABL Documents, in each case, as provided in the DIP ABL Documents and subject to any limitations set forth therein. The proceeds of any loans or other financial accommodations extended from time to time under the DIP ABL Documents shall be used in accordance with, and for the purposes permitted under, the DIP ABL Documents and this Final Order, subject to and in accordance with the Approved Budget (subject to any permitted variances under, and to the extent required by, the DIP ABL Documents). The DIP ABL Secured Parties shall have no obligation to make any loan or advance, or to issue, amend, renew or extend any letters of credit or bankers' acceptance under the DIP ABL Documents, unless all of the conditions precedent to the making of such extension of credit or the issuance, amendment, renewal, or extension of such letter of credit or bankers' acceptance be deemed issued under and subject to the DIP ABL Documents and

this Final Order have been satisfied in full or waived by the DIP ABL Agent in accordance with the terms of the DIP ABL Credit Agreement.

(b) In furtherance of the foregoing and without further approval of the Court, each DIP Obligor is authorized and directed to perform all acts, to make, execute and deliver all instruments, certificates, agreements, charges, deeds and documents, execute or record pledge and security agreements, mortgages, financing statements and other similar documents, if any, and to pay all fees, expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable in connection with the DIP ABL Facility, including, without limitation:

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

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP ABL 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 any such amendments, waivers, consents or other modifications or the payment of any fees, including attorneys', accountants', appraisers' and financial advisors' fees, and other expenses, charges, costs, indemnities and other like obligations in connection therewith) that do not shorten the maturity of the DIP ABL Facility, increase the aggregate amount of the DIP ABL Facility, increase the rate of interest or fees payable thereunder, release any DIP ABL Liens other than in accordance with the

DIP ABL Documents, or are otherwise not material and adverse to the Debtors, except as otherwise permitted under the DIP ABL Documents;

(iii) the non-refundable payment to any of the DIP ABL Secured Parties of any fees in connection with the DIP ABL Facility and any amounts due in respect of any indemnification and expense reimbursement obligations, including, without limitation, reasonable and documented fees and expenses of professionals retained by, or on behalf of, any of the DIP ABL Secured Parties (including, and limited in the case of counsel and financial advisors to those of Morgan, Lewis & Bockius LLP, Goodmans LLP, one local legal counsel and Berkeley Research Group, LLC (collectively, the "DIP ABL Professional Fees")), in each case, as provided in the DIP ABL Documents, without the need to file any retention or fee applications; the payment of the foregoing amounts shall be irrevocable, and were deemed to have been approved upon entry of the Interim Order, whether any such obligations arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law; and

(iv) the performance of all acts required under or in connection with the DIP ABL Documents, including, without limitation, the granting of the DIP ABL Liens and the DIP Superpriority Claims and perfection of the DIP ABL Liens as permitted herein and therein,

and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith from time to time, in each case, in accordance with the terms of the DIP ABL Documents.

(c) Upon (i) entry of the Interim Order, the DIP ABL Facility and the Creeping Roll Up were approved, and (ii) entry of this Final Order, the Final Roll Up is approved on a final basis. The authorization of the Roll Up of the Prepetition ABL Obligations were subject to the reservation of rights set forth in paragraph 21 of this Final Order. From and after the date of entry of the Interim Order, all collections and proceeds of any Prepetition Collateral or DIP Collateral that constitutes ABL Priority Collateral (but excluding Term Priority Collateral) that shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled to at any time, shall, to the extent required by the DIP ABL Documents, be promptly deposited in the same lock-box and/or deposit accounts into which the collections and proceeds of such ABL Priority Collateral were deposited prior to the Petition Date (or in such other accounts as are designated by the DIP ABL Agent from time to time), which accounts shall be subject to the sole dominion and control of the DIP ABL Agent in accordance with the DIP ABL Credit Agreement (and, for the avoidance of doubt, the DIP ABL Agent shall be authorized to issue notices of exclusive control or similar notices under existing control agreements). All such proceeds and other amounts of ABL Priority Collateral shall be remitted to the DIP ABL Agent for application in accordance with the DIP Documents and this Final Order.

4. *DIP Term Loan Obligations and DIP ABL Obligations*. (a) With respect to the DIP Term Loan Documents, effective immediately upon the entry of the Interim Order and the execution and delivery of the DIP Term Loan Documents but subject to the Challenge rights set forth in paragraph 21 hereof with respect to the Tranche A Refinancing, and (b) with respect to the DIP ABL Documents, effective immediately upon the entry of the Interim Order but subject to the Challenge rights set forth in paragraph 21 hereof with respect to the Roll Up, the DIP Term Loan Documents (including the DIP Premiums) and the DIP ABL Documents, respectively, shall constitute legal, valid, binding and non-avoidable obligations of the DIP Obligors, respectively, enforceable against each DIP Obligor and its estate in accordance with their respective terms and this Final Order, and any successors thereto, including any trustee appointed in these Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon conversion of any of these Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). (x) With respect to the DIP Term Loan Documents, effective immediately upon entry of the Interim Order and the execution and delivery of the DIP Term Loan Documents but subject to the Challenge rights set forth in paragraph 21 hereof with respect to the Tranche A Refinancing, and (y) with respect to the DIP ABL Documents, effective immediately upon entry of the Interim Order but subject to the Challenge rights set forth in paragraph 21 hereof with respect to the Roll Up, the DIP Term Loan Obligations and the DIP ABL Obligations, respectively, shall include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the DIP Obligors to any of the

DIP Term Loan Secured Parties, in such capacities, under the DIP Term Loan Documents or to any of the DIP ABL Secured Parties, in such capacities, under the DIP ABL Documents, as applicable, and under the Interim Order or this Final Order or secured by the DIP Term Loan Liens or the DIP ABL Liens, as applicable, including, without limitation, all principal, interest, costs, fees, expenses, premiums, indemnities and other amounts. The DIP Obligors are jointly and severally liable for the DIP Term Loan Obligations, on the one hand, and the DIP ABL Obligations, on the other hand. Except as permitted hereby and subject to the Challenge rights set forth in paragraph 21 hereof as it relates to the DIP ABL Obligations and the DIP ABL Liens in connection with the Roll Up, no obligation, payment, transfer, or grant of security, including the Carve Out, under the Interim Order, this Final Order or under the DIP Term Loan Documents to the DIP Term Loan Agent and/or the other DIP Term Loan Secured Parties (including, without limitation, any DIP Term Loan Obligation or any DIP Term Loan Lien), or under the Interim Order or this Final Order or under the DIP ABL Documents to the DIP ABL Agent and/or the other DIP ABL Secured Parties (including, without limitation, any DIP ABL Obligation or any DIP ABL Lien), respectively, shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under chapter 5 of the Bankruptcy Code (including, without limitation, sections 502(d), 544, and 547 to 550 of the Bankruptcy Code), Section 724(a) of the Bankruptcy Code, or any other provision with respect to avoidance actions under the Bankruptcy Code or otherwise under any applicable state law, including, without limitation, any state Uniform Voidable Transactions Act, Uniform Fraudulent

Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute, or common law or foreign law equivalents), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

5. *Carve Out.*

(a) 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 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Creditors' Committee, if any, pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons")[6] 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

[6] Any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the Debtors or the Creditors' Committee shall only be made part of the Carve Out to the extent such fee is expressly included in an Approved Budget.

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 $8,000,000 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"). 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 or the DIP Term Loan Agent to (i) the Debtors, (ii) their lead restructuring counsel, (iii) the U.S. Trustee, (iv) lead counsel to the Ad Hoc Group, (v) lead counsel to the Creditors' Committee, if any, with a copy to (vi) the DIP Agent not delivering such notice (the parties in clauses (i) through (vi), the "Carve Out Trigger Notice Parties"), which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined in the DIP Term Loan Credit Agreement or DIP ABL Credit Agreement, as applicable), and acceleration of the DIP Obligations under either of the DIP Facilities or termination of the Debtors' right to use Cash Collateral, as applicable, stating that the Post-Carve Out Trigger Notice Cap has been invoked. Notwithstanding anything to the contrary herein, and solely as it relates to the DIP ABL Agent, the DIP ABL Lenders, the ABL Agent and the ABL Lenders, the Carve Out (with respect to the DIP ABL Priority Collateral) and any use of DIP ABL Priority Collateral or DIP ABL Loans to fund the Carve Out Reserves shall be limited to the Carve Out BB Reserve Amount (as defined below) until the DIP ABL Obligations and ABL Obligations have been Paid in Full.

(b) *Fee Estimates*.

(i) *Delivery of Weekly Fee Estimates.* Not later than 6:00 p.m. Prevailing Eastern Time on the third business day of each week following entry of the Interim Order, 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, 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 on the same day received to the DIP ABL Agent and DIP Term Loan Agent. The DIP ABL Agent shall be entitled to maintain at all times a reserve against the borrowing base (the "Carve Out BB Reserve") an amount equal to the sum of (i) the greater of (x) the aggregate unpaid amount of Estimated Fees and Expenses included in all Weekly Statements timely received by the Debtors and (y) the aggregate amount of Allowed Professional Fees

contemplated in the Approved Budget at the applicable time (excluding any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the Debtors or the Creditors' Committee) plus (ii) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Budget for the then current week occurring after the most recent Calculation Date (such amounts maintained as part of the Carve Out BB Reserve, the "Carve Out BB Reserve Amount"). Prior to the delivery of the first Weekly Statement, the DIP ABL Agent shall be entitled to rely on the Approved Budget to calculate the Carve Out BB Reserve Amount.

(ii) *Failure to Deliver Weekly Fee Estimates*. If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Carve Out Reserves (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; *provided* that such Professional Person shall be entitled to be paid any unpaid amount of Allowed Professional Fees in excess of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person from the Post Carve Out Trigger Notice Reserve (as defined herein) in accordance with paragraph 5(h) below.

(c) *Carve Out Reserves*. On the day on which a Carve Out Trigger Notice is given by the DIP ABL Agent or the DIP Term Loan Agent to the Carve Out Trigger Notice Parties

(the "Termination Declaration Date"), the Carve Out Trigger Notice shall be deemed (i) a draw request and notice of borrowing by the Debtors for DIP ABL Loans under the DIP ABL Credit Agreement, or a demand to the Debtors to utilize proceeds of DIP ABL Priority Collateral, in an amount equal to the greater of (A) the aggregate unpaid amount of Estimated Fees and Expenses included in all Weekly Statements and Final Statement timely received by the Debtors, and (B) the aggregate amount of Allowed Professional Fees contemplated in the Approved Budget through and including the Termination Declaration Date (the amount equal to the greater of the amounts in the foregoing clauses (A) and (B), the "Outstanding Professional Fee Amount") up to the Carve Out BB Reserve Amount, (ii) a demand to the Debtors to utilize all cash on hand (including Cash Collateral, other than DIP ABL Priority Collateral unless the DIP ABL Obligations and ABL Obligations have been Paid in Full) and any available cash thereafter (other than DIP ABL Priority Collateral unless the DIP ABL Obligations and ABL Obligations have been Paid in Full) held by any Debtor to fund a reserve in an amount equal to the sum of (x) the amounts set forth in paragraphs 5(a)(i) and 5(a)(ii) above and (y) the Outstanding Professional Fee Amount, and (iii) to the extent not funded by the DIP ABL Agent or the Debtors pursuant to the foregoing clauses (i) and (ii) of this sentence of this paragraph 5(c) on the Termination Declaration Date, a draw request and notice of borrowing by the Debtors for DIP Term Loans under the DIP Term Loan Credit Agreement in an amount up to the sum of (x) the amounts set forth in paragraphs 5(a)(i) and 5(a)(ii) above and (y) the Outstanding Professional Fee Amount. The Debtors shall deposit and hold such amounts in a segregated account at the Debtors (which in no event shall require a deposit account

control agreement) in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims.

(d) On the Termination Declaration Date, the Carve Out Trigger Notice shall also, to the extent not already funded, (i) constitute a demand to the Debtors to utilize all cash on hand (including Cash Collateral) that is proceeds of the DIP Term Loans or constitutes proceeds of DIP Term Priority Collateral as of such date and any available cash thereafter that constitutes proceeds of DIP Term Priority Collateral held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap, and (ii) to the extent not funded by the Debtors pursuant to the foregoing clause (i) of this sentence of this paragraph 5(d), be deemed a request by the Debtors for DIP Term Loans under the DIP Term Loan Credit Agreement (on a pro rata basis based on the then-outstanding DIP Commitments) in an amount up to the Post-Carve Out Trigger Notice Cap, 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 at the Debtors (which in no event shall require a deposit account control agreement) 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.

(e) On the first business day following the Termination Declaration Date and the deemed requests for the making of DIP ABL Loans or DIP Term Loans as provided in this paragraph 5, notwithstanding anything in the DIP Documents to the contrary, including with

respect to (i) the existence of a Default or an Event of Default (each as defined in the DIP Documents), (ii) the failure of the Debtors to satisfy any or all of the conditions precedent for DIP ABL Loans or DIP Term Loans under the DIP Documents, (iii) any termination of the DIP Commitments following a Default or an Event of Default (as defined in the applicable DIP Documents), as applicable, or (iv) the occurrence of a DIP Termination Event or the Maturity Date (as defined in the DIP Documents), each DIP Lender with outstanding DIP Commitments (on a pro rata basis based on the then-outstanding DIP Commitments) shall make available to the applicable DIP Agent such DIP Lender's pro rata share with respect to such borrowing; *provided* that the DIP ABL Lenders shall not be required to fund any amounts that, in the aggregate, exceed the Carve Out BB Reserve Amount; *provided*, *further*, that the DIP Term Loan Lenders shall not be required to fund any amounts that, in the aggregate, exceed the amount of the DIP Term Loans to be funded by the DIP Term Loan Lenders under the DIP Term Loan Facility or would constitute commitments in respect of a Liquidity Shortfall Funding.

(f) 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 in paragraph 5(a) above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full. If after payment in full of the Pre-Carve Out Amounts, there are outstanding DIP Obligations that have not been Paid in Full and the respective DIP Commitments have not been terminated and the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to paragraph 5(h) below, all remaining funds shall

be distributed ratably (based on the proportion of the Pre-Carve Out Trigger Notice Reserve funded by or from the DIP ABL Priority Collateral or the DIP Term Priority Collateral (or DIP ABL Loans or DIP Term Loans), respectively) to: (a) the DIP ABL Agent on behalf of the DIP ABL Lenders, and (b) the DIP Term Loan Agent on behalf of the DIP Term Loan Lenders, each in accordance with their rights and priorities under this Final Order.

(g) 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"). If after payment in full of the Post-Carve Out Amounts, there are outstanding DIP Term Loan Obligations that have not been Paid in Full and the respective DIP Term Loan Commitments have not been terminated and the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to paragraph 5(h) below, all remaining funds shall be distributed to the DIP Term Loan Agent on behalf of the DIP Term Loan Lenders.

(h) Notwithstanding anything to the contrary in the DIP Documents or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 5, 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, shall be used to fund the other Carve Out Reserve to the extent of any shortfall in funding prior to making any payments to the DIP Agents or the Prepetition Secured Parties, as applicable.

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

ABL Agent and Prepetition 1L Agent 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 (*provided*, *however*, that the DIP ABL Agent and the Prepetition ABL Agent may sweep or foreclose on only the cash that is proceeds of DIP ABL Loans or constitutes proceeds of DIP ABL Priority Collateral solely to the extent (A) such cash exceeds the Carve Out BB Reserve Amount and (B) the DIP ABL Obligations and ABL Obligations have not been Paid in Full), 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 DIP Documents and this paragraph 5.

(j) Further, notwithstanding anything to the contrary in this Final Order, (A) disbursements by the Debtors from the Carve Out Reserves shall not constitute DIP Loans or increase or reduce the DIP Obligations, (B) 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 (C) in no way shall the Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, 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 nor construed as a cap or limitation on the obligations set forth in clause (i) of the definition of Carve Out. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order, the DIP Documents, or in any Prepetition Debt Documents, the Carve Out shall be senior to all DIP Liens, DIP Superpriority Claims, Roll Up (to the extent provided herein), the Adequate

Protection Liens, and the Adequate Protection 507(b) Claims (as defined herein), and any and all other forms of adequate protection, claims or liens securing the DIP Obligations or any obligations with respect to the Prepetition Debt Documents.

(k) *Payment of Allowed Professional Fees Prior to the Termination Declaration Date*. Amounts held in the Carve Out Reserves shall be used to pay Allowed Professional Fees 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 the Carve Out Reserves. 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.

(l) *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 Final 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.

(m) *Payment of Carve Out 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 Final Order, the DIP Documents, the Bankruptcy Code and applicable law.

6. *DIP Superpriority Claims*. Subject to the Carve Out and the Senior First Out Obligations, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Term Loan Obligations and DIP ABL Obligations shall constitute allowed superpriority administrative expense claims (the "DIP Superpriority Claims") against the DIP Obligors on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the DIP Obligors, 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, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b) and 726 of the Bankruptcy Code (including the Adequate Protection Obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The DIP Superpriority Claims shall be payable from all prepetition and postpetition property of the DIP Obligors and all proceeds thereof (excluding (x) Carve Out Reserves and the Professional Fees

Escrow Account and any amounts held therein other than the Debtors' reversionary interest therein and (y) claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, the "Avoidance Actions"), but including any proceeds or property recovered as a result of any Avoidance Actions, whether by judgment, settlement or otherwise (the "Avoidance Proceeds")), subject only to the Carve Out and solely with respect to clause (y), the Senior First Out Obligations; *provided*, that with respect to the DIP Term Loan Obligations, the Prepetition ABL Obligations shall be treated as DIP ABL Obligations to the extent they remain outstanding. Notwithstanding anything contained herein, in the DIP Term Loan Documents, or in the DIP ABL Documents to the contrary, the DIP Superpriority Claims granted to (x) the DIP ABL Secured Parties shall, at all times be in respect of the DIP ABL Priority Collateral (as defined below), senior to the DIP Superpriority Claims granted to the DIP Term Loan Secured Parties, (y) the DIP Term Loan Secured Parties shall, at all times be in respect of the DIP Term Priority Collateral (as defined below), senior to the DIP Superpriority Claims granted to the DIP ABL Secured Parties, and (z) the DIP ABL Secured Parties and the DIP Term Loan Secured Parties shall be *pari passu* in right of payment as to the proceeds of any assets not described in the foregoing clause (x) or (y). 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 Order or this Final Order or any provision thereof or hereof is vacated, reversed or modified, on appeal or otherwise unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

7. *Intercreditor Agreements.* Pursuant to Section 510 of the Bankruptcy Code, the Prepetition First Out/Second Out Intercreditor Agreement, the Prepetition 1L/2L Intercreditor Agreement, and the Prepetition ABL Intercreditor Agreement and any other applicable intercreditor or subordination provisions contained in any of the other Prepetition Debt Documents (collectively, the "**Intercreditor Agreements**") shall (i) remain in full force and effect, (ii) continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties and the DIP Secured Parties (including, in each case, the relative priorities, rights and remedies of such parties with respect to replacement liens, administrative expense claims and superpriority administrative expense claims or amounts payable in respect thereof), and (iii) not be deemed to be amended, supplemented, altered or otherwise modified by the terms of this Final Order, the DIP Term Loan Documents, or the DIP ABL Documents. As between the ABL Priority Collateral, on the one hand, and the Term Priority Collateral, on the other hand, the Prepetition ABL Intercreditor Agreement will govern the rights and obligations between the DIP Term Loan Secured Parties and the DIP ABL Secured Parties. Without limiting the foregoing, (i) the DIP ABL Obligations shall constitute "ABL Obligations" under, and as defined in, the Prepetition ABL Intercreditor Agreement and the DIP Term Loan Obligations shall constitute "First Lien Term Obligations" under, and as defined in, the Prepetition ABL Intercreditor Agreement, (ii) the DIP Term Loan Lenders and the DIP Term Loan Agent shall constitute the "First Lien Term Lenders" and the "First Lien Term Agent," respectively, under, and as defined in, the Prepetition ABL Intercreditor Agreement, and (iii) the DIP ABL Lenders and the DIP ABL Agent shall constitute the "ABL

Lenders" and the "ABL Agent," respectively, under, and as defined in, the Prepetition ABL Intercreditor Agreement. As a result, the DIP ABL Agent's and the DIP Term Loan Agent's respective interests in the Term Priority Collateral and the ABL Priority Collateral shall, solely with respect to the DIP Secured Parties and the Prepetition Secured Parties, be the same as that of the Prepetition ABL Agent and Prepetition 1L Agent prior to the Roll Up and the commencement of these Chapter 11 Cases with respect to the Prepetition Secured Parties and be governed by the Intercreditor Agreements unless otherwise expressly provided by this Final Order; *provided*, *however*, that nothing in this paragraph 7 shall have the effect of making the DIP Liens first in time vis-à-vis the Prepetition Permitted Senior Liens. The Intercreditor Agreements are, in each case and as applicable, binding and enforceable against the DIP Secured Parties and Prepetition Secured Parties in accordance with their terms.

8. *DIP Term Loan Liens*. As security for the DIP Term Loan Obligations, effective and automatically properly perfected on the date the Interim Order was entered, and without the necessity of execution, recordation or filing of any perfection document or instrument, or the possession or control by the DIP Term Loan Agent of, or over, any Collateral, without any further action by the DIP Term Loan Secured Parties, the following valid, binding, continuing, fully perfected, enforceable and non-avoidable security interests and liens (the "DIP Term Loan Liens") are hereby granted to the DIP Term Loan Agent for the benefit of the DIP Term Loan Secured Parties (all property identified in this paragraph 8, together with all other real and personal property of the Debtors of any kind, nature, or description whatsoever, wherever located, and whenever

acquired or arising, and together with all additions and accessions to, substitutions for, and replacements, proceeds, rents, issues, profits, and products of the foregoing, to the extent not constituting DIP ABL Priority Collateral, being collectively referred to as the "DIP Term Priority Collateral"), subject and subordinate to the Carve Out, the Prepetition 1L Permitted Senior Liens, and the Senior First Out Obligations and in accordance with the priorities set forth on **Exhibit 3** and not subject to any other liens or encumbrances other than as permitted by the DIP Term Loan Documents:

(a) *Liens on Unencumbered Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority lien on and security interest in (subject only to the Carve Out and in accordance with the priorities set forth on **Exhibit 3** and not subject to any other liens other than as permitted by the DIP Term Loan Documents) all tangible and intangible prepetition and postpetition property of the DIP Obligors of any kind or nature whatsoever, whether existing on the Petition Date or thereafter acquired or arising and wherever located, and the proceeds, products, rents, and profits thereof, whether arising from section 552(b) of the Bankruptcy Code (subject to paragraph 12 of this Final Order) from time to time, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, other than the Avoidance Actions, and the Carve Out Reserves, but including the Avoidance Proceeds (collectively, the "Unencumbered Property").

(b) *Liens Priming Certain Prepetition Secured Parties' Liens*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest (subject to the Carve Out) in, and lien upon, all tangible and intangible prepetition and postpetition property of the DIP Obligors constituting DIP Term Priority Collateral, regardless of where located. Notwithstanding anything herein to the contrary, the DIP Term Loan Liens shall not be subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, and shall have such priority as set forth in **Exhibit 3** and shall not be subject to any other liens or encumbrances other than as permitted by the DIP Term Loan Documents.

(c) *Junior Liens Priming Certain Prepetition Secured Parties' Liens*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior priority priming security interest in, and lien upon, all tangible and intangible prepetition and postpetition property of the DIP Obligors constituting DIP ABL Priority Collateral, regardless of where located, which security interest and lien shall prime the Prepetition 1L Term Loan Liens and Prepetition 2L Term Loan Liens on the DIP ABL Priority Collateral but shall not prime the Prepetition ABL Liens or the DIP ABL Liens on the DIP ABL Priority Collateral. Notwithstanding anything herein to the contrary, the DIP Term Loan Liens shall not be subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, and shall have such priority as set

forth in **Exhibit 3** and shall not be subject to any other liens or encumbrances other than as permitted by the DIP Term Loan Documents.

(d) *Liens Junior to Certain Other Liens*. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest and lien upon all tangible and intangible prepetition and postpetition property of the DIP Obligors that, on or as of the Petition Date, is subject to Prepetition 1L Permitted Senior Liens and Prepetition 2L Permitted Senior Liens, which shall have such priority as set forth in **Exhibit 3** and shall not be subject to any other liens or encumbrances other than as permitted by the DIP Term Loan Documents.

(e) *No Senior Liens.* Other than the Carve Out and the Senior First Out Obligations, the DIP Term Loan Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in the DIP Term Loan Documents, the Intercreditor Agreements or in this Final Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Obligors, or (C) any intercompany liens; or (ii) unless otherwise provided for in this Final Order, subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code.

9. *DIP ABL Liens*. Subject to the Carve Out, as security for the DIP ABL Obligations, effective and automatically properly perfected on the date the Interim Order was entered, and without the necessity of execution, recordation or filing of any perfection document or instrument, or the possession or control by the DIP ABL Agent of, or over, any Collateral (all property identified in this paragraph 9, to the extent constituting ABL Priority Collateral, the "DIP ABL Priority Collateral" and collectively with the DIP Term Priority Collateral, the "DIP Collateral," *provided*, for the avoidance of doubt, that "DIP Collateral" shall not include (i) Avoidance Actions and shall include Avoidance Proceeds, (ii) the Debtors' interest in the STORE Lease[7] to the extent the STORE Lease prohibits or restricts the granting of liens thereon, but shall include the proceeds of the sale or other disposition of such lease, or (iii) any security deposits held by STORE under the STORE Lease or the Debtors' interest in any pre-paid rent under any such lease (but shall include the Debtor's reversionary interests therein), to the extent prohibited under such lease or applicable law), without any further action by the DIP ABL Secured Parties, the following valid, binding, continuing, fully perfected, enforceable and non-avoidable security interests and liens (the "DIP ABL Liens" and, together with the DIP Term Loan Liens, the "DIP Liens") are hereby granted to the DIP ABL Agent for the benefit of the DIP ABL Secured Parties, subject and subordinate to the Carve Out and the Prepetition ABL Permitted Senior Liens, and in accordance

[7] As used herein, "STORE Lease" means that certain Second Amended and Restated Master Lease Agreement, dated as of July 21, 2016, by and between STORE Master Funding VII, LLC and Pretium Packaging, L.L.C., as amended from time to time, and "STORE" means STORE Master Funding VII, LLC and its successor-interest, as applicable, in its capacity as the "Lessor" under the STORE Lease.

with the priorities set forth on **Exhibit 3** and not subject to any other liens or encumbrances other than as permitted by the DIP ABL Documents:

(a) *Liens on Unencumbered Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a lien on and security interest in (subject only to the Carve Out and the DIP Term Loan Liens and in accordance with the priorities set forth on **Exhibit 3** and not subject to any other liens or encumbrances other than as permitted by the DIP ABL Documents) all Unencumbered Property.

(b) *Liens Priming Certain Prepetition Secured Parties' Liens*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest (subject only to the Carve Out) in, and lien upon, all tangible and intangible prepetition and postpetition property of the DIP Obligors constituting ABL Priority Collateral, regardless of where located. Notwithstanding anything herein to the contrary, the DIP ABL Liens shall not be subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, and shall have such priority as set forth in **Exhibit 3** other than as permitted by the DIP ABL Documents.

(c) *Junior Liens Priming Certain Prepetition Secured Parties' Liens*. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior priority priming security interest in, and lien upon, all tangible and intangible prepetition and postpetition property of the DIP Obligors constituting Term Priority Collateral,

regardless of where located, which security interest and lien shall prime the Prepetition ABL Liens on the Term Priority Collateral but shall not prime the Prepetition 1L Term Loan Liens, Prepetition 2L Term Loan Liens or the DIP Term Loan Liens on the DIP Term Priority Collateral. Notwithstanding anything herein to the contrary, the DIP ABL Liens shall not be subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, and shall have such priority as set forth in **Exhibit 3** other than as permitted by the DIP ABL Documents.

(d) *Liens Junior to Certain Other Liens*. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest and lien upon all tangible and intangible prepetition and postpetition property of the DIP Obligors that, on or as of the Petition Date, is subject to Prepetition ABL Permitted Senior Liens, which shall have such priority as set forth in **Exhibit 3** other than as permitted by the DIP ABL Documents.

(e) *No Senior Liens.* Other than the Carve Out, the DIP ABL Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in the DIP ABL Documents, the Intercreditor Agreements, or in this Final Order, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Debtors, or (C) any intercompany liens; or (ii) unless otherwise provided

for in this Final Order, subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code.

10. *Protection of DIP Term Loan Secured Parties', DIP ABL Secured Parties' and Prepetition Secured Parties' Rights.*

(a) So long as there are any DIP Term Loan Obligations or the DIP Term Loan Secured Parties shall have any outstanding commitments under the DIP Term Loan Facility, the Prepetition Secured Parties shall with respect to the Prepetition Collateral, and until such time as the DIP ABL Obligations and the Prepetition ABL Obligations have been Paid in Full[8], the Prepetition Secured Parties (other than the Prepetition ABL Secured Parties) shall with respect to the Prepetition Collateral (but subject in all instances to the DIP Documents): (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 Debt Documents or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against the Prepetition Collateral, including in connection with the Adequate Protection Liens; (ii) not oppose or object to any transfer, disposition or sale of, or

[8] "Paid in Full" means the indefeasible repayment in full in cash of all obligations (including principal, interest, fees, expenses, 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) (i) the expiration of the Challenge Period (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 expiration of the Challenge Period, upon the final, non-appealable disposition of such Challenge; and (c) the applicable agent in respect of such facility shall (as applicable) have received a countersigned payoff letter in form and substance reasonably acceptable to such agent.

release of liens on, any DIP Term Priority Collateral to the extent such transfer, disposition, sale or release is authorized under the DIP Term Loan Documents; (iii) not oppose or object to any transfer, disposition or sale of, or release of liens on, any DIP ABL Priority Collateral to the extent such transfer, disposition, sale or release is authorized under the DIP ABL Documents; (iv) not file any financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral other than (x) to perfect, or evidence the perfection of, the liens granted pursuant to the Interim Order or this Final Order, (y) as may be required or advisable and as reasonably requested by the DIP Term Loan Secured Parties in order to effect or evidence the payoff of the Tranche A Term Loans, including the Senior First Out Obligations, in connection with the refinancing thereof, or (z) as may be required by applicable state or foreign law to complete a previously commenced process of perfection or to continue the perfection of valid and non-avoidable liens or security interests existing as of the Petition Date; and (v) deliver or cause to be delivered, at the cost and expense of the DIP Obligors, any termination statements, releases and/or assignments in favor of the DIP Term Loan Secured Parties or the DIP ABL Secured Parties, as applicable, or other documents necessary to effectuate and/or evidence the release, termination and/or assignment of liens on any portion of the DIP Collateral subject to any sale or disposition permitted by the DIP Term Loan Documents or the DIP ABL Documents, as applicable, or this Final Order or any other order of the Court; *provided*, that if the DIP ABL Obligations are no longer outstanding and the DIP ABL Secured Parties have no outstanding commitments under the DIP ABL Facility, but

subject to paragraph 11 hereof, clauses (i) and (iii) shall not restrict the Prepetition ABL Secured Parties with respect to the ABL Priority Collateral.

(b) To the extent any Prepetition Secured Party has possession of, or control over, any Prepetition Collateral or DIP Collateral, or has been listed as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, such Prepetition Secured Party shall be deemed to have such possession or be so listed or have such possession or control as a gratuitous bailee and/or gratuitous agent for the benefit of the DIP Term Loan Secured Parties or the DIP ABL Secured Parties, as applicable, and such Prepetition Secured Party shall comply with the instructions of the DIP Term Loan Agent, acting at the direction of the requisite DIP Term Loan Lenders under the DIP Term Loan Documents with respect to the DIP Term Priority Collateral, or the DIP ABL Agent and the Prepetition ABL Agent, with respect to the DIP ABL Priority Collateral.

(c) So long as there are any (i) DIP ABL Obligations outstanding and until all DIP ABL Obligations have been Paid in Full, or (ii) Prepetition ABL Obligations (including the ABL 507(b) Claims) outstanding and until all Prepetition ABL Obligations (including the ABL 507(b) Claims) have been Paid in Full, solely with respect to the ABL Priority Collateral, the enforcement rights of the DIP Term Loan Secured Parties and the Prepetition Secured Parties with respect to the ABL Priority Collateral shall be subject to the terms of the Prepetition ABL Intercreditor Agreement as if the DIP Term Loan Agent was party thereto as a First Lien Term Agent.

(d) So long as there are any (i) DIP Term Loan Obligations outstanding and until all DIP Term Loan Obligations have been Paid in Full, or (ii) Prepetition Term Loan Obligations (including the 1L 507(b) Claims and 2L 507(b) Claims) outstanding and until all Prepetition Term Loan Obligations (including the 1L 507(b) Claims and 2L 507(b) Claims) have been Paid in Full, solely with respect to the Term Priority Collateral, the enforcement rights of the DIP ABL Secured Parties and the Prepetition Secured Parties with respect to the Term Priority Collateral shall be subject to the terms of the Prepetition ABL Intercreditor Agreement as if the DIP ABL Agent was party thereto as an ABL Agent (as defined in the Prepetition ABL Intercreditor Agreement).

(e) Any identifiable proceeds of Prepetition Collateral received by any Prepetition Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to the Prepetition Collateral or otherwise, shall be (i) with respect to Collateral other than ABL Priority Collateral, segregated and held in trust for the benefit of, and forthwith paid over to, the DIP Term Loan Agent for the benefit of the DIP Term Loan Secured Parties, the Prepetition 1L Secured Parties, and the Prepetition 2L Secured Parties in the same form as received, and (ii) with respect to ABL Priority Collateral, segregated and held in trust for the benefit of, and forthwith paid over to, the DIP ABL Agent for the benefit of the DIP ABL Secured Parties and the Prepetition ABL Secured Parties (to the extent any Prepetition ABL Obligations remain outstanding) in the same form as received, in each case with respect to clauses (i) and (ii), with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct.

The DIP Term Loan Agent and the DIP ABL Agent, as applicable, are each hereby authorized to make any such endorsements as agent for the applicable Prepetition Secured Parties. This authorization is coupled with an interest and is irrevocable.

(f) The DIP Obligors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Prepetition Collateral or DIP Collateral, except as otherwise permitted by the DIP Term Loan Documents, the DIP ABL Documents, this Final Order or any other order of the Court.

11. *Termination and Remedies*.

(a) Upon the occurrence and during the continuation of an Event of Default (as defined under the DIP Term Loan Documents) that has not been waived by the requisite DIP Term Loan Lenders under the DIP Term Loan Documents and following delivery of written notice at the direction of the requisite DIP Term Loan Lenders under the DIP Term Loan Documents (a "DIP Term Loan Termination Notice") (including by e-mail) on not less than five (5) business days' notice (such five (5) business day period, as extended, the "DIP Term Loan Agent Remedies Notice Period") to lead restructuring counsel to the Debtors, lead restructuring counsel to each of the Prepetition Representatives, lead counsel to the DIP ABL Agent, lead counsel to the Creditors' Committee, if any, and the U.S. Trustee (the "DIP Term Loan Remedies Notice Parties"), the DIP Term Loan Agent may (and any automatic stay otherwise applicable to the DIP Term Loan Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Final Order (including this paragraph) is hereby modified), without

further notice to, hearing of, or order from the Court, to the extent necessary to permit the DIP Term Loan Agent to, unless the Court orders otherwise (*provided* that during the DIP Term Loan Agent Remedies Notice Period, the Debtors, the Creditors' Committee (if appointed), and/or any party in interest shall be entitled to seek an emergency hearing (an "Emergency Hearing") with the Court to seek any relief, including to contest whether, in fact, an Event of Default has occurred and is continuing, or to obtain non-consensual use of Cash Collateral, *provided*, *further*, that if a request for the Emergency Hearing is made prior to the end of the DIP Term Loan Agent Remedies Notice Period, then the DIP Term Loan Agent Remedies Notice Period shall be extended until the Emergency Hearing has concluded and the Court has ruled with respect to the requested relief), but in each case subject to the obligations with respect to the Carve Out: (i) immediately terminate and/or revoke the Debtors' right under the Interim Order and this Final Order and any other DIP Term Loan Documents to use any Cash Collateral (subject to the Carve Out and related provisions); (ii) terminate the DIP Term Loan Facility and the DIP Term Loan Documents as to any future liability or obligation of the DIP Term Loan Secured Parties but without affecting any of the DIP Term Loan Obligations or the DIP Term Loan Liens securing such DIP Term Loan Obligations; (iii) declare all DIP Term Loan Obligations to be immediately due and payable; (iv) invoke the right to charge interest at the default rate under the DIP Term Loan Documents; (v) freeze monies or balances in the Debtors' accounts (unless such monies constitute ABL Priority Collateral or are used to fund the Carve Out Reserves); (vi) immediately set-off any and all amounts in accounts maintained by the Debtors with the DIP Term Loan Secured Parties against

the DIP Term Loan Obligations (unless such amounts constitute ABL Priority Collateral); (vii) enforce any and all rights against the DIP Collateral (other than ABL Priority Collateral), including, without limitation, foreclosure on all or any portion of the DIP Collateral (other than ABL Priority Collateral), occupying the Debtors' premises, sale or disposition of the DIP Collateral (other than ABL Priority Collateral); and (viii) take any other actions or exercise any other rights or remedies permitted under this Final Order, the DIP Term Loan Documents or applicable law (other than with respect to ABL Priority Collateral). After the DIP Term Loan Agent Remedies Notice Period expires, and subject to any order of the Court in connection therewith, the Debtors shall cooperate with the DIP Term Loan Secured Parties in their efforts to enforce their security interest in the DIP Collateral (other than ABL Priority Collateral), and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such DIP Term Loan Secured Parties from enforcing their security interests in the DIP Collateral. Upon delivery of such DIP Term Loan Termination Notice by the DIP Term Loan Agent at the direction of the requisite DIP Term Loan Lenders under the DIP Term Loan Documents, without further notice or order of the Court, the DIP Term Loan Secured Parties' and the Prepetition Secured Parties' consent to use Cash Collateral and the Debtors' ability to incur additional DIP Term Loan Obligations hereunder will, subject to the expiration of the DIP Term Loan Agent Remedies Notice Period and unless the Court orders otherwise, automatically terminate and the DIP Term Loan Secured Parties will have no obligation to provide any financial accommodations under the DIP Term Loan Documents. During the DIP Term Loan Agent

Remedies Notice Period, notwithstanding anything to the contrary set forth in this paragraph 11(a), (i) the DIP Term Loan Secured Parties and the Prepetition Secured Parties may not exercise any rights or remedies to satisfy the DIP Term Loan Obligations, the Prepetition Secured Obligations, and the Adequate Protection Obligations, including any rights or remedies against the DIP Collateral or the Prepetition Collateral, as applicable, and (ii) the Debtors shall continue to have the right to use Cash Collateral in accordance with the terms of this Final Order, solely to pay necessary expenses set forth in the Approved Budget to avoid immediate and irreparable harm to the estates. Notwithstanding anything set forth herein to the contrary, the DIP Term Loan Secured Parties' rights hereunder shall be subject to the Prepetition ABL Secured Parties' and the DIP ABL Secured Parties' rights pursuant to Section 3.6 of the Prepetition ABL Intercreditor Agreement which shall apply to the DIP Term Loan Secured Parties to the same extent as if the DIP Term Loan Secured Parties were "First Lien Term Secured Parties" or "Second Lien Term Secured Parties" thereunder, each DIP ABL Secured Party were an "ABL Secured Party" thereunder and the DIP ABL Agent were the "ABL Agent" thereunder.

(b) Upon the occurrence and during the continuation of an Event of Default (as defined under the DIP ABL Documents) that has not been waived in writing by the DIP ABL Agent and following delivery of written notice (an "DIP ABL Termination Notice") (including by e-mail) on not less than five (5) business days' notice (such five (5) business day period, as extended, the "DIP ABL Agent Remedies Notice Period") to lead restructuring counsel to the Debtors, lead restructuring counsel to each of the Prepetition Representatives, lead counsel to the

DIP Term Loan Agent, lead counsel to the Creditors' Committee, if any, and the U.S. Trustee (the "DIP ABL Remedies Notice Parties"), the DIP ABL Agent may (and any automatic stay otherwise applicable to the DIP ABL Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Final Order (including this paragraph) is hereby modified), without further notice to, hearing of, or order from the Court, to the extent necessary to permit the DIP ABL Agent to, unless the Court orders otherwise (*provided* that during the DIP ABL Agent Remedies Notice Period, the Debtors, the Creditors' Committee (if appointed), and/or any party in interest shall be entitled to seek an Emergency Hearing with the Court to seek any relief, including to contest whether, in fact, an Event of Default has occurred and is continuing, or to obtain non-consensual use of Cash Collateral, *provided*, *further*, that if a request for an Emergency Hearing is made prior to the end of the DIP ABL Agent Remedies Notice Period, then the DIP ABL Agent Remedies Notice Period shall be extended until the Emergency Hearing has concluded and the Court has ruled with respect to the requested relief), but in each case subject to the obligations with respect to the Carve Out: (i) immediately terminate and/or revoke the Debtors' right under the Interim Order and this Final Order and the DIP ABL Documents to use any Cash Collateral (subject to the Carve Out and related provisions); (ii) terminate the DIP ABL Facility and the DIP ABL Documents as to any future liability or obligation of the DIP ABL Secured Parties but without affecting any of the DIP ABL Obligations or the DIP ABL Liens securing such DIP ABL Obligations; (iii) declare all DIP ABL Obligations to be immediately due and payable; (iv) invoke the right to charge interest at the default rate under the

DIP ABL Documents; (v) freeze monies or balances in the Debtors' accounts (unless such monies constitute Term Priority Collateral or are used to fund the Carve Out Reserves); (vi) immediately set-off any and all amounts in accounts maintained by the Debtors with the DIP ABL Secured Parties against the DIP ABL Obligations (unless such amounts constitute Term Priority Collateral); (vii) enforce any and all rights against the Prepetition Collateral and DIP Collateral (other than Term Priority Collateral which shall be subject to the Intercreditor Agreements), including, without limitation, foreclosure on all or any portion of the DIP Collateral (other than Term Priority Collateral which shall be subject to the Intercreditor Agreements), occupying the Debtors' premises, sale or disposition of the DIP Collateral (other than Term Priority Collateral which shall be subject to the Intercreditor Agreements); and (viii) take any other actions or exercise any other rights or remedies permitted under this Final Order, the DIP ABL Documents or applicable law (other than with respect to Term Priority Collateral which shall be subject to the Intercreditor Agreements). After the DIP ABL Agent Remedies Notice Period expires, and subject to any order of the Court in connection therewith, the Debtors shall cooperate with the DIP ABL Secured Parties in their efforts to enforce their security interest in the Prepetition Collateral and DIP Collateral (and subject to the Intercreditor Agreements, the Term Priority Collateral), and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such DIP ABL Secured Parties from enforcing their security interests in the DIP Collateral. Upon delivery of such DIP ABL Termination Notice by the DIP ABL Agent, without further notice or order of the Court, the DIP ABL Secured Parties' and the Prepetition Secured

Parties' consent to use Cash Collateral and the Debtors' ability to incur additional DIP ABL Obligations hereunder will, subject to the expiration of the DIP ABL Agent Remedies Notice Period and unless the Court orders otherwise, automatically terminate and the DIP ABL Secured Parties will have no obligation to provide any loans or other financial accommodations under the DIP ABL Documents. During the DIP ABL Agent Remedies Notice Period, notwithstanding anything to the contrary set forth in this paragraph 11(b), (i) the DIP ABL Secured Parties and the Prepetition Secured Parties may not exercise any rights or remedies to satisfy the DIP ABL Obligations, the Prepetition Secured Obligations, and the Adequate Protection Obligations, including any rights or remedies against the DIP Collateral or the Prepetition Collateral, as applicable, and (ii) the Debtors shall continue to have the right to use Cash Collateral in accordance with the terms of this Final Order, solely to pay necessary expenses set forth in the Approved Budget to avoid immediate and irreparable harm to the estates.

(c) Subject to the DIP Term Loan Agent Remedies Notice Period and the DIP ABL Agent Remedies Notice Period, as applicable, no rights, protections or remedies of the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or the Prepetition Secured Parties granted by this Final Order, the DIP Term Loan Documents, or the DIP ABL Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent 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; 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.

(d) Notwithstanding anything to the contrary in this Final Order, following an Event of Default (as defined under the DIP Term Loan Documents or the DIP ABL Documents, as applicable), the Prepetition Secured Parties shall be stayed from enforcing any remedies against the DIP Collateral unless and until any DIP Agent has delivered a Carve Out Trigger Notice.

12. *Limitation on Charging Expenses Against Collateral*. Except to the extent of the Carve Out, no costs or expenses of administration of these Chapter 11 Cases or any Successor Case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceeding under the Bankruptcy Code, shall be charged against or recovered from any DIP Term Loan Secured Party, any DIP ABL Secured Party, any Prepetition Secured Party, any DIP Collateral, or any Prepetition Collateral (including Cash Collateral) pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Term Loan Agent, the DIP ABL Agent, and/or each Prepetition Representative, as applicable, and no consent shall be implied from any action, inaction or acquiescence by any of the DIP Term Loan Secured Parties, DIP ABL Secured Parties, or Prepetition Secured Parties, and nothing contained in this Final Order shall be deemed to be a consent by any of the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or the Prepetition Secured Parties to any charge, lien, assessment or claims against the Collateral under section 506(c) of the Bankruptcy Code or otherwise.

13. (i) The Prepetition Secured Parties shall each be entitled to all the rights and benefits of section 552(b) of the Bankruptcy Code; (ii) in no event shall the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or the Prepetition Secured Parties, as applicable, be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Term Loan Obligations, the DIP ABL Obligations, the Adequate Protection Obligations, the Prepetition Secured Obligations, or the Prepetition Collateral, as applicable; and (c) in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the Prepetition Secured Parties, the Prepetition Secured Obligations, or the Prepetition Collateral.

14. *Payments Free and Clear*. Any and all payments or proceeds remitted to the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or the Prepetition Secured Parties pursuant to the provisions of this Final Order, the DIP Term Loan Documents, the DIP ABL Documents, the Prepetition Debt Documents, or any subsequent order of the Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by through or on behalf of the Debtors; *provided*, for the avoidance of doubt, that (i) the Roll Up and (ii) the Tranche A Refinancing were subject to the Challenge rights in paragraph 21 hereof.

15. *Use of Cash Collateral*. The Debtors are hereby authorized, solely on the terms and conditions of this Final Order, to use all Cash Collateral in accordance with this Final Order,

the DIP Term Loan Documents, the DIP ABL Documents, and the Approved Budget (subject to any permitted variances) to the extent required under the DIP Term Loan Documents and the DIP ABL Documents.

16. *Adequate Protection of Prepetition Secured Parties*. Pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, as adequate protection of their respective interests in the Prepetition Collateral (including Cash Collateral) to the extent of any Diminution in Value and as an inducement to the Prepetition Secured Parties to consent to the priming of the Prepetition Liens and the use of their Cash Collateral as set forth in the Interim Order and this Final Order, the Prepetition Secured Parties were, by the Interim Order, and are hereby granted the following Adequate Protection (collectively, the "Adequate Protection Obligations"); *provided* that the Adequate Protection Obligations granted to the Prepetition ABL Agent, the Prepetition ABL Lenders, and the other Prepetition ABL Secured Parties by this Final Order shall be effective in accordance with the terms herein if and to the extent that any portion of the Prepetition ABL Obligations are not (or have not yet been) rolled up, refinanced, and converted to DIP ABL Obligations under the DIP ABL Facility as a result of a successful Challenge timely brought in accordance with the terms of this Final Order or otherwise:

(a) *Prepetition ABL Adequate Protection Liens*. The Prepetition ABL Agent is hereby granted, for the benefit of itself and the other Prepetition ABL Secured Parties, effective and perfected upon the date of this Final Order and without the necessity of the execution of any mortgages, security agreements, control agreements, pledge agreements, financing statements or

other agreements, or by possession or control, to the extent of any of the Prepetition ABL Secured Parties' Diminution in Value, a valid, perfected replacement security interest and lien upon all of the DIP Collateral (collectively, the "ABL Adequate Protection Liens"), in each case in the order of priority set forth in **Exhibit 3** and not subject to any other liens.

(b) *Prepetition ABL Secured Parties' Section 507(b) Claim*. The Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, is hereby granted an allowed superpriority administrative expense claim against the DIP Obligors on a joint and several basis (without the need to file any proof of claim) to the extent of any of the Prepetition ABL Secured Parties' Diminution in Value under section 507(b) of the Bankruptcy Code (the "ABL 507(b) Claim"), which ABL 507(b) Claim shall be payable from all Collateral and all proceeds thereof (excluding Avoidance Actions but including, without limitation, the Avoidance Proceeds). The ABL 507(b) Claim shall be senior to all other claims against the DIP Obligors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 105, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a) (other than section 507(a)(1)), 507(b), 546(c), 1113 and 1114 of the Bankruptcy Code, whether or not such claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, subject and subordinate only to (i) the Carve Out, (ii) the DIP Superpriority Claims and (iii) with respect to the DIP Term Priority Collateral, the 1L 507(b) Claim and the 2L 507(b) Claim.

(c) *Prepetition ABL Secured Parties Fees and Expenses and Interest Payments.* As further adequate protection, the DIP Obligors shall currently pay to the Prepetition ABL Agent, in cash, all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the Prepetition ABL Agent, including, and limited with respect to counsel and financial advisors, to the fees and expenses incurred by Morgan, Lewis & Bockius LLP, Goodmans LLP, one local legal counsel, and Berkeley Research Group, LLC (the "ABL Adequate Protection Fees and Expenses"), subject to the review procedures set forth in paragraph 20 of this Final Order. As additional adequate protection, so long as any Prepetition ABL Obligations remain outstanding, the Debtors are authorized and directed to provide the Prepetition ABL Agent with adequate protection in the form of current cash payments of any interest (at the applicable default rate and accrued from the Petition Date to the date when such Prepetition ABL Obligations are rolled up, refinanced, or converted to DIP ABL Obligations) on the outstanding Prepetition ABL Obligations.

(d) *Prepetition 1L Adequate Protection Liens*. The Prepetition 1L Agent is hereby granted, for the benefit of itself and the other Prepetition 1L Secured Parties, effective and perfected upon the date of this Final Order and without the necessity of the execution of any mortgages, security agreements, control agreements, pledge agreements, financing statements or other agreements, or by possession or control, to the extent of any of the Prepetition 1L Secured Parties' Diminution in Value, a valid, perfected replacement security interest and lien upon all of

the DIP Collateral (the "1L Adequate Protection Liens"), in each case in the order of priority as set forth in **Exhibit 3** and not subject to any other liens or encumbrances.

(e) *Prepetition 1L Secured Parties' 507(b) Claim*. The Prepetition 1L Agent, for the benefit of itself and the other Prepetition 1L Secured Parties, is hereby granted an allowed superpriority administrative expense claim against the DIP Obligors on a joint and several basis (without the need to file any proof of claim) pursuant to section 507(b) of the Bankruptcy Code (the "1L 507(b) Claim") to the extent of any of the Prepetition 1L Secured Parties' Diminution in Value, which 1L 507(b) Claim shall be payable from all DIP Collateral and all proceeds thereof (excluding Avoidance Actions but including, without limitation, the Avoidance Proceeds). The 1L 507(b) Claim shall be senior to all other claims against the DIP Obligors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code, whether or not such claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, subject and subordinate only to: (i) the Carve Out, (ii) the Senior First Out Obligations, (iii) the DIP Superpriority Claims and (iv) with respect to the DIP ABL Priority Collateral, the ABL 507(b) Claim.

(f) *Prepetition 1L Secured Parties Fees and Expenses*. As further adequate protection, the DIP Obligors shall currently pay, in cash, all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of (i) the Prepetition 1L Agent and

the legal advisors to the Prepetition 1L Agent (Cahill Gordon & Reindel LLP and one local legal counsel), (ii) Milbank LLP, Moelis & Company LLC, SAI Derecho & Economía, S.C., Gowling WLG, one other local legal counsel to the Ad Hoc Group, and, with the prior consent of the Debtors (such consent not to be unreasonably withheld, conditioned, or delayed), any other professionals and/or consultants for the Ad Hoc Group, if any, and (iii) Willkie Farr & Gallagher LLP as counsel to the Required First Out Lenders (as defined in the Prepetition First Out/Second Out Intercreditor Agreement), not to exceed $200,000 unless there is a Challenge of the Tranche A Refinancing, any First Out Priority Obligations, Tranche A Term Loans, or Prepetition 1L Term Loan Liens (the fees and expenses in the foregoing clauses (i)-(iii), collectively, the "1L Adequate Protection Fees and Expenses"), subject to the review procedures set forth in paragraph 20 of this Final Order.

(g) *Prepetition 2L Adequate Protection Liens*. The Prepetition 2L Agent is hereby granted, for the benefit of itself and the other Prepetition 2L Secured Parties, effective and perfected upon the date of this Final Order and without the necessity of the execution of any mortgages, security agreements, control agreements, pledge agreements, financing statements or other agreements, or by possession or control, to the extent of any of the Prepetition 2L Secured Parties' Diminution in Value, a valid, perfected replacement security interest and lien upon all of the DIP Collateral (the "2L Adequate Protection Liens", together with the ABL Adequate Protection Liens and the 1L Adequate Protection Liens, the "Adequate Protection Liens"), in each case in the order of priority as set forth in **Exhibit 3** and not subject to any other liens or encumbrances.

(h) *Prepetition 2L Secured Parties' 507(b) Claim*. The Prepetition 2L Agent, for the benefit of itself and the other Prepetition 2L Secured Parties, is hereby granted an allowed superpriority administrative expense claim against the DIP Obligors on a joint and several basis (without the need to file any proof of claim) pursuant to section 507(b) of the Bankruptcy Code (the "2L 507(b) Claim", and together with the ABL 507(b) Claim and the 1L 507(b) Claim, the "Adequate Protection 507(b) Claims") subject to the Prepetition Debt Documents and any turnover provisions contained therein, to the extent of any of the Prepetition 2L Secured Parties' Diminution in Value, which 2L 507(b) Claim shall be payable from all DIP Collateral and all proceeds thereof (excluding Avoidance Actions but including, without limitation, the Avoidance Proceeds). The 2L 507(b) Claim shall be senior to all other claims against the DIP Obligors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code, whether or not such claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, subject and subordinate only to: (i) the Carve Out, (ii) the Senior First Out Obligations, (iii) the DIP Superpriority Claims, (iv) the ABL 507(b) Claim, and (v) the 1L 507(b) Claim.

(i) *Prepetition 2L Secured Parties Fees and Expenses*. As further adequate protection, and subject to the Prepetition Debt Documents and any turnover provisions contained therein, the DIP Obligors shall currently pay, in cash, all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of Prepetition 2L Agent and the legal advisors to

the Prepetition 2L Agent (Cahill Gordon & Reindel LLP and one local legal counsel) and, solely to the extent not satisfied pursuant to the 1L Adequate Protection Fees and Expenses, of Milbank LLP, Moelis & Company LLC, SAI Derecho & Economía, S.C., Gowling WLG, one other local legal counsel to the Ad Hoc Group, and, with the prior consent of the Debtors (such consent not to be unreasonably withheld, conditioned, or delayed), any other professionals and/or consultants for the Ad Hoc Group, if any (the "2L Adequate Protection Fees and Expenses"), subject to the review procedures set forth in paragraph 20 of this Final Order.

17. *Maintenance of Collateral*. The DIP Obligors shall continue to maintain and insure the Prepetition Collateral and DIP Collateral in amounts and for the risks, and by the entities, as required under the Prepetition Debt Documents, the DIP Term Loan Documents, and the DIP ABL Documents, as applicable.

18. *Perfection of DIP Term Loan Liens, DIP ABL Liens, and Adequate Protection Liens.*

(a) Without in any way limiting the validity of the automatic perfection of the DIP Term Loan Liens, the DIP ABL Liens, and the Adequate Protection Liens by the entry of the Interim Order, the DIP Term Loan Agent and the DIP ABL Agent were, by the Interim Order, and are hereby irrevocably authorized, but not required, to execute in the name of the DIP Obligors, the Debtors, or the Prepetition Obligors (as applicable), as their true and lawful attorneys (with full power of substitution, to the maximum extent permitted by law) and to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar perfection

instruments in any jurisdiction, or take possession of and notate certificated securities or certificates of title, or take any other similar action in a manner not inconsistent herewith to document, validate or perfect the liens and security interests granted to them hereunder (the "Perfection Actions"). All such Perfection Actions were deemed to have been taken on the date of entry of the Interim Order. The automatic stay is hereby modified to the extent necessary to permit the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and each of the Prepetition Secured Parties to take any Perfection Action. For the avoidance of doubt, the DIP Term Loan Liens, the DIP ABL Liens, and the Adequate Protection Liens were, by the Interim Order, and are deemed to be, valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute or subordination, at the time and on the date of entry of the Interim Order, whether or not the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or the Prepetition Secured Parties take any such Perfection Actions; *provided*, for the avoidance of doubt, that (x) the Roll Up and (y) the Tranche A Refinancing were each subject to the Challenge rights in paragraph 21 hereof.

(b) A certified copy of this Final Order may, in the discretion of the DIP Term Loan Agent, the DIP ABL Agent, and each Prepetition Representative, be filed or recorded in the filing or recording offices in addition to or in lieu of any financing statements, mortgages, notices of lien or similar instruments, and all filing and recording offices are hereby authorized and directed to accept a certified copy of this Final Order for filing and/or recording, as applicable.

19. *Preservation of Rights Granted by and Under this Final Order.*

(a) Other than the claims and liens expressly granted or permitted by the Interim Order and this Final Order, including, for the avoidance of doubt, the Carve Out and the Senior First Out Obligations, no claim or lien having a priority superior to or *pari passu* with those granted by the Interim Order and this Final Order shall be permitted while any of the DIP Term Loan Obligations, the DIP ABL Obligations, or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under the Interim Order or this Final Order, the DIP Term Loan Liens, the DIP ABL Liens, and the Adequate Protection Liens shall not be: (i) junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any other lien or security interest heretofore or hereinafter granted in any of these Chapter 11 Cases or any Successor Cases, whether under section 364(d) of the Bankruptcy Code or otherwise; (iii) subordinated to or made *pari passu* with any liens arising after the Petition Date; or (iv) junior to any intercompany liens or security interests of the DIP Obligors.

(b) Notwithstanding any order that may be entered dismissing any of these Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting these Chapter 11 Cases to cases to a Successor Case: (A) each of the liens, claims and security interests provided to the DIP Secured Parties or the Prepetition Secured Parties from time to time shall continue in full force and effect, shall maintain their priorities as provided in the Interim Order and this Final Order, and shall remain binding on all parties in interest until all of the DIP Term Loan Obligations, the DIP

ABL Obligations, and Adequate Protection Obligations shall have been Paid in Full; (B) the other rights and remedies granted by this Final Order, including with respect to the Carve Out, shall not be affected; and (C) the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Final Order.

(c) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect (i) the validity, priority or enforceability of any DIP Term Loan Obligations, the DIP ABL Obligations, or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the DIP Term Loan Agent, the DIP ABL Agent, or the Prepetition Representatives, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority and enforceability of the DIP Term Loan Liens, the DIP ABL Liens, the Adequate Protection Liens, and the Carve Out. Notwithstanding any such reversal, modification, vacatur or stay, the DIP Term Loan Obligations, DIP Term Loan Liens, the DIP ABL Obligations, the DIP ABL Liens, the Adequate Protection Obligations, the Adequate Protection Liens, the DIP Superpriority Claims and the Adequate Protection 507(b) Claims incurred prior to the actual receipt of written notice by the DIP Term Loan Agent, the DIP ABL Agent, or the Prepetition Representatives, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Final Order, and the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and the Prepetition Secured Parties shall be entitled to, and are hereby

granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

(d) Except as expressly provided in this Final Order or in the DIP Term Loan Documents or the DIP ABL Documents, as applicable, the DIP Term Loan Liens, the DIP ABL Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection 507(b) Claims and all other rights and remedies of the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and the Prepetition Secured Parties granted by this Final Order, the DIP Term Loan Documents, and the DIP ABL Documents, as well as the Carve Out, shall survive, and shall not be modified, impaired or discharged by the entry of an order (i) terminating the joint administration of these Chapter 11 Cases; (ii) approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code; (iii) confirming a chapter 11 plan in any of the cases. The terms and provisions of this Final Order, the DIP Term Loan Documents, and the DIP ABL Documents shall continue in full force and effect in these Chapter 11 Cases and in any Successor Cases until all DIP Term Loan Obligations, DIP ABL Obligations, and Adequate Protection Obligations are Paid in Full, and the commitments under the DIP Term Loan Facility and DIP ABL Facility have been terminated. Any confirmation order entered in these Chapter 11 Cases shall not discharge or otherwise affect in any way the joint and several obligations of the DIP Obligors to the DIP Term Loan Secured Parties under the DIP Term Loan Facility and the DIP Term Loan Documents, or of the DIP Obligors to the DIP ABL Secured Parties under the DIP

ABL Facility and the DIP ABL Documents, other than after the indefeasible payment in full and in cash of all DIP Term Loan Obligations and DIP ABL Obligations and the termination of all commitments under the DIP Term Loan Facility and DIP ABL Facility (and the DIP ABL Obligations being Paid in Full), respectively.

20. *Payment of Fees and Expenses*. The DIP Obligors are authorized and directed to pay the ABL Adequate Protection Fees and Expenses, the 1L Adequate Protection Fees and Expenses and the 2L Adequate Protection Fees and Expenses. Subject to the review procedures set forth in this paragraph 20, payment of the ABL Adequate Protection Fees and Expenses, the 1L Adequate Protection Fees and Expenses, and the 2L Adequate Protection Fees and Expenses shall not be subject to allowance or review by the Court; *provided*, *however*, such review procedures shall not apply to any fees, expenses and disbursements incurred prior to the Petition Date or which are incurred or paid after confirmation of a chapter 11 plan. Professionals for the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, the Prepetition ABL Secured Parties, the Prepetition 1L Secured Parties, and the Prepetition 2L Secured Parties shall not be required to comply with the U.S. Trustee fee guidelines with respect to such fees and expenses, including, without limitation, with respect to any DIP Term Loan Professional Fees or DIP ABL Professional Fees, as applicable; *provided*, *however*, that any time that such professionals seek payment of fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each such professional shall provide summary copies of its invoices (including aggregate amounts of fees and expenses and total amount of time on a per-professional basis), which are not required to

contain time detail and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, to the DIP Obligors, counsel to any statutory committee, and the U.S. Trustee (together, the "Review Parties"); *provided*, *further*, *however*, that the provision of such invoices shall not constitute a waiver of the attorney client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law. Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after receipt (the "Review Period"). If no written objection is received by 12:00 p.m., prevailing Eastern Time, on the last date of the Review Period, the Debtors shall pay such invoices within five (5) business days thereafter. If an objection to a professional's invoice is received within the Review Period, the Debtors shall pay the undisputed amount of the invoice within five (5) business days after the end of the Review Period without the necessity of filing formal fee applications, regardless of whether the invoiced amount arose or was incurred before or after the Petition Date, and the Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors are authorized and directed to pay, on or prior to the Closing Date (as defined in the DIP Term Loan Documents), any costs, fees, expenses (including reasonable and documented legal fees and expenses) and other compensation required by the DIP Term Loan Documents and the DIP ABL Documents. No attorney or advisor

to any DIP Term Loan Secured Party, any DIP ABL Secured Party, or any Prepetition Secured Party shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to (i) the DIP Term Loan Secured Parties in connection with the DIP Term Loan Facility, (ii) the DIP ABL Secured Parties in connection with the DIP ABL Facility, and (iii) the Prepetition Secured Parties in connection with these Chapter 11 Cases, 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.

21. *Effect of Stipulations on Third Parties*.

(a) The Debtors' stipulations, admissions, agreements and releases contained in paragraph G of this Final Order shall be binding upon the Debtors in all circumstances and for all purposes. The Debtors' stipulations, admissions, agreements and releases contained in this Final Order shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless (a) such committee or other party in interest with requisite standing has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein) by no later than: (i) the earlier of (A)(x) as to the Creditors' Committee, if any, only, 60 calendar days after the appointment of the Creditors' Committee, (y) if a chapter 7 or a chapter 11

trustee is appointed or elected prior to the end of the Challenge Period (as defined below), the Challenge Period solely for any such chapter 7 trustee or chapter 11 trustee shall be extended to the date that is the later of (1) 75 calendar days after entry of the Interim Order, or (2) the date that is 60 calendar days after their appointment, and (z) for all other parties in interest, 75 calendar days after entry of the Interim Order and (B) the date that is established as the deadline for filing objections to confirmation of the Debtors' chapter 11 plan; and (ii) any such later date as (v) has been agreed to in writing by the Prepetition ABL Agent with respect to the Prepetition ABL Obligations or the Prepetition ABL Liens, (w) has been agreed to in writing by the Prepetition 1L Agent with respect to the Prepetition 1L Obligations or the Prepetition 1L Term Loan Liens, (x) has been agreed to in writing by the Prepetition 2L Agent with respect to the Prepetition 2L Obligations or the Prepetition 2L Term Loan Liens, or (y) has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clauses (i)-(ii), the "Challenge Period"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Obligations or the Prepetition Liens, (B) asserting or prosecuting any Avoidance Action or any other claims, counterclaims or causes of action, objections, contests or defenses, (C) objecting to or challenging any of the Debtors' stipulations, admissions, agreements and releases contained in paragraph G hereof, or (D) objecting to or challenging the Roll Up or the Tranche A Refinancing on the basis of the foregoing subsections (A)-(C) (collectively, the "Challenges") against any Prepetition Secured Parties or any of their respective shareholders, members, subsidiaries, affiliates, officers,

directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (collectively, the "Representatives") in connection with or related to the Prepetition Debt Documents, the Prepetition Secured Obligations, the Prepetition Liens and the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge; *provided*, *however*, that any pleadings filed in connection with a Challenge shall set forth with specificity the basis for such Challenge and any Challenges not so specified prior to the expiration of the Challenge Period shall be deemed forever and fully waived, released and barred.

(b) Because no Challenge was timely and properly filed during the Challenge Period and the Challenge Period has expired: (1) the Debtors' stipulations, admissions, agreements and releases contained in paragraph G of this Final Order shall be binding on all parties in interest; (2) the obligations of the Prepetition Obligors under the Prepetition Debt Documents shall constitute allowed claims not subject to defense avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise, except as provided in the Intercreditor Agreements), disallowance, impairment, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity for all purposes in these Chapter 11 Cases and any Successor Case(s); (3) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to defense, avoidance, reduction, setoff, recoupment,

recharacterization, subordination (whether equitable, contractual (other than as provided in the Intercreditor Agreements), or otherwise), disallowance, impairment, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any chapter 7 or chapter 11 trustee or examiner, and any defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any chapter 7 or chapter 11 trustee or examiner, whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties and their Representatives shall be deemed forever and fully waived, released and barred. For the avoidance of doubt, notwithstanding anything else to the contrary in this Final Order, any chapter 7 or chapter 11 trustee appointed or elected in the Debtors' cases shall, until the expiration of the period provided herein for asserting Challenges, and thereafter for the duration of any adversary proceeding or contested matter commenced pursuant to this paragraph (whether commenced by such trustee or commenced by any other party in interest on behalf of the Debtors' estates), be deemed to be a party other than the Debtors and shall not,

for purposes of such adversary proceeding or contested matter, be bound by the acknowledgments, admissions, confirmations, releases, and stipulations of the Debtors in this Final Order.

(c) If any Challenge were timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in the Interim Order and this Final Order would have nonetheless remained binding and preclusive (as provided in the second sentence of this paragraph) on each person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Final Order vests or confers on any person or entity (each as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any Challenges with respect to the Prepetition Debt Documents, Prepetition Secured Obligations, Prepetition Collateral or Prepetition Liens.

22. *Limitation on Use of Proceeds of DIP Term Loan Facility, DIP ABL Facility, Collateral, and Carve Out*. Notwithstanding any other provision of this Final Order or any other order entered by the Court, none of the DIP Term Loan Facility, the DIP ABL Facility, the DIP Collateral, the Prepetition Collateral (including, without limitation, Cash Collateral), or any portion of the Carve Out or the Professional Fees Escrow Account (and any amounts therein), nor any of the loans, financial accommodations, or proceeds of any of the foregoing, may be used by any person or entity at any time, directly or indirectly, including, without limitation, through

reimbursement of professional fees of any non-Debtor party, in connection with any: (a) investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings, contested matters, or other litigation, including, without limitation, any Challenge, (i) against any of the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or the Prepetition Secured Parties, or their respective Representatives, or any action purporting to do the foregoing in respect of the DIP Term Loan Obligations, DIP Term Loan Liens, DIP Superpriority Claims, DIP ABL Obligations, DIP ABL Liens, Prepetition Secured Obligations, Adequate Protection Liens, Adequate Protection 507(b) Claims, or other Adequate Protection Obligations or (ii) challenging the amount, validity, perfection, priority, extent, or enforceability of, or asserting any defense, counterclaim or offset with respect to, any of the DIP Term Loan Obligations, the DIP Term Loan Liens, the DIP Term Loan Documents, the DIP ABL Obligations, the DIP ABL Liens, the DIP ABL Documents, the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Debt Documents, and/or any of the liens, claims, rights, or security interests securing or supporting the DIP Term Loan Obligations granted under the DIP Orders and the DIP Term Loan Documents, the DIP ABL Obligations granted under the DIP Orders and the DIP ABL Documents, or the Prepetition Debt Documents in respect of the Prepetition Secured Obligations, including, in the case of each (i) and (ii), 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; *provided that*, notwithstanding anything to the contrary herein, the proceeds of the DIP Term Loan Facility, DIP ABL Facility and Cash Collateral may each be used

by the Creditors' Committee and a chapter 7 or chapter 11 trustee, if any, to investigate, but not to prosecute, (A) the claims and liens of the Prepetition Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties, up to an aggregate cap of no more than $75,000; (b) attempts to prevent, hinder, or otherwise delay or interfere with any of the Prepetition Secured Parties', the DIP Term Loan Secured Parties' or the DIP ABL Secured Parties', as applicable, administration, enforcement, or realization on all or any portion of the Prepetition Secured Obligations, the Prepetition Collateral, the DIP Term Loan Obligations, the DIP ABL Obligations, or the DIP Collateral, as applicable, or any of the liens, claims and rights granted to such parties under the DIP Orders, the Prepetition Debt Documents, the DIP Term Loan Documents, the DIP ABL Documents, or applicable law; (c) attempts to seek to modify any of the rights and remedies granted to the Prepetition Secured Parties, the DIP Term Loan Secured Parties, or the DIP ABL Secured Parties under the Interim Order or this Final Order, the Prepetition Debt Documents, the DIP Term Loan Documents or the DIP ABL Documents, as applicable, other than in accordance with this Final Order; (d) attempts to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens and claims permitted by the DIP Term Loan Documents and the DIP ABL Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Term Loan Obligations, the DIP ABL Obligations, the DIP Term Loan Liens, the DIP ABL Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection 507(b) Claims, any other Adequate Protection Obligation, the Prepetition Liens, or any of the Prepetition Secured

Obligations; or (e) attempts to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless (i) such payments are authorized by the Court, including pursuant to any First Day Orders (as defined in DIP Term Loan Credit Agreement), (ii) agreed to in writing by the Required DIP Term Loan Lenders and the DIP ABL Agent, (iii) expressly permitted under this Final Order or under the DIP Term Loan Documents (including the Approved Budget, subject to any permitted variances under, and to the extent required by, the DIP Term Loan Documents) and the DIP ABL Documents (including the Approved Budget, subject to any permitted variances under, and to the extent required by, the DIP ABL Documents), or (iv) all of the DIP Term Loan Obligations, DIP ABL Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims granted to the DIP Term Loan Secured Parties, DIP ABL Secured Parties, and Prepetition Secured Parties under this Final Order, have been Paid in Full.

23. *Final Order Governs*. In the event of any inconsistency between the provisions of the Interim Order, this Final Order, the DIP Term Loan Documents, the DIP ABL Documents, or the Prepetition Debt Documents, the provisions of this Final Order shall govern. Any authorization contained in any other order entered by the Court shall be consistent with and subject to the requirements set forth in this Final Order, the DIP Term Loan Documents, and the DIP ABL Documents, including, without limitation, the Approved Budget (subject to any permitted variances under, and to the extent required by, the DIP Term Loan Documents and the DIP ABL Documents).

24. *Binding Effect; Successors and Assigns*. Subject to paragraph 21, the DIP Term Loan Documents, the DIP ABL Documents, and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, the Prepetition Secured Parties, any statutory or 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 section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, the Prepetition Secured Parties, the Debtors, and their respective successors and assigns; *provided* that none of the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or the Prepetition Secured Parties shall have any obligation to (and none of them are hereby agreeing or consenting to) permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee or chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

25. *Limitation of Liability*. In determining to make any loan or other extension of credit under the DIP Term Loan Documents or the DIP ABL Documents, or to permit the use of the DIP Collateral or Prepetition Collateral (including Cash Collateral), none of the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or Prepetition Secured Parties shall (a) have any

liability to any third party or be deemed to be in "control" of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" or "managing agent" with respect to the operation or management of any 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 other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective Representatives. The DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and the Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral or Prepetition 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 all risk of loss, damage or destruction of all or any portion of the DIP Collateral or the Prepetition Collateral shall be borne by the Debtors.

26. *Master Proofs of Claim*. Notwithstanding any order entered by this Court in relation to the establishment of a bar date to the contrary, neither the Prepetition Representatives, the DIP Agents, nor any other Prepetition Secured Parties shall be required to file proofs of claim

in these Chapter 11 Cases or any Successor Cases in order to assert claims for payment of any of the Prepetition Secured Obligations, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts payable under the Prepetition Debt Documents. The description of claims and liens in respect of the Prepetition Secured Obligations set forth in this Final Order is deemed to constitute timely proofs of claim in respect of such indebtedness and its secured status. However, without limiting the foregoing, in order to facilitate the processing of claims, each Prepetition Representative is authorized, but not directed or required, to file a master proof of claim in the Debtors' lead case *In re Pretium Packaging L.L.C.*, Case No. 26-10896 (CMG), on behalf of the applicable Prepetition Secured Parties (each, a "Master Proof of Claim"), which shall be deemed to have been filed against each Debtor. The provisions of this paragraph 26 and the filing of Master Proofs of Claim, if any, are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan filed in these Chapter 11 Cases. The Master Proofs of Claim shall not be required to include any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Representative. None of the DIP Term Loan Secured Parties or the DIP ABL Secured Parties shall be required to file proofs of claim with respect to the DIP Term Loan Obligations or the DIP ABL Obligations, respectively.

27. *Insurance*. To the extent that any Prepetition Representative is listed as a loss payee under the insurance policies of any of the DIP Obligors, the DIP Term Loan Agent and the DIP ABL Agent shall also be deemed to be a loss payee under such insurance policies until the indefeasible payment in full of the DIP Term Loan Obligations and the DIP ABL Obligations (in each case, other than contingent indemnification obligations as to which no claim has been asserted) and termination of the commitments under the DIP Term Loan Facility and DIP ABL Facility and shall act in that capacity and distribute any proceeds recovered or received in respect of such insurance policies, in each case, subject to the Carve Out and in accordance with this Final Order; *provided*, that the rights and liens granted on insurance proceeds herein shall not impair or diminish any valid and enforceable rights held by STORE under applicable law to insurance proceeds for damage to STORE's property, as provided in the STORE Lease and to the fullest extent permitted by applicable law.

28. *Credit Bidding DIP Term Loan Obligations and DIP ABL Obligations*. Subject to section 363(k) of the Bankruptcy Code, (a) the DIP Term Loan Agent (acting at the direction of requisite DIP Term Loan Lenders under the DIP Term Loan Documents) shall have the right to credit bid, up to the full amount of the DIP Term Loan Obligations in any sale of the DIP Collateral, and (b) the DIP ABL Agent shall have the right to credit bid, up to the full amount of the DIP ABL Obligations in any sale of the DIP Collateral, in each case, without the need for further Court order authorizing the same, whether any such sale is effectuated through section 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code or

otherwise; *provided* that the DIP Term Loan Obligations may not be used to credit bid in any disposition of any DIP ABL Priority Collateral unless such sale provides for the DIP ABL Obligations and the Prepetition ABL Obligations being Paid in Full; *provided further,* that neither the DIP ABL Obligations nor any Prepetition ABL Obligations may be used to credit bid in any disposition of any DIP Term Priority Collateral unless such sale provides for indefeasible payment in full in cash of all DIP Term Loan Obligations, Prepetition 1L Obligations and Prepetition 2L Obligations.

29. *Credit Bidding Prepetition Secured Obligations.* Subject to section 363(k) of the Bankruptcy Code, the Challenge rights in paragraph 21 hereof, and the terms and provisions of the Intercreditor Agreements and the lien priorities set forth herein and in the Intercreditor Agreements, each Prepetition Representative shall have the right, consistent with the provisions of the Prepetition Debt Documents, as applicable, to credit bid, up to the full amount of the applicable Prepetition Secured Obligations, in the sale of the applicable Prepetition Collateral, without the need for further Court order authorizing the same, whether any such sale is effectuated through section 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code or otherwise; *provided* that neither the Prepetition 1L Obligations nor the Prepetition 2L Obligations may be used to credit bid in any disposition of any ABL Priority Collateral unless such sale provides for the DIP ABL Obligations and the Prepetition ABL Obligations being Paid in Full; *provided further,* that no Prepetition ABL Obligations may be used to credit bid in any disposition of any Term Priority Collateral unless such sale provides for the

DIP Term Loan Obligations, Prepetition 1L Obligations and Prepetition 2L Obligations being Paid in Full.

30. *Modification of Automatic Stay*. The automatic stay under section 362(a) of the Bankruptcy Code is hereby modified to the extent necessary to effectuate all of the terms and provisions of this Final Order, including, without limitation, to: (a) permit the Debtors to grant the DIP Term Loan Liens, the DIP ABL Liens, DIP Superpriority Claims, Adequate Protection Liens and the Adequate Protection 507(b) Claims; (b) permit the Debtors to perform such acts as the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, or Prepetition Secured Parties may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and Prepetition Secured Parties under this Final Order; (d) authorize the Debtors to pay, and the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and Prepetition Secured Parties to retain and apply, any payments made in accordance with the terms of this Final Order; and (e) permit the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and Prepetition Secured Parties, subject to the terms of this Final Order, to exercise all rights and remedies provided for hereunder.

31. *Effectiveness*. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, any Local Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

32. *Governing Order*. Notwithstanding the relief granted in any other order by the Court, (i) all payments and actions by any of the Debtors pursuant to the authority granted therein shall be subject to this Final Order, including compliance with the Approved Budget and all other terms and conditions hereof, and (ii) to the extent there is any inconsistency between the terms of such other order and this Final Order, this Final Order shall control, in each case, except to the extent expressly provided otherwise in the other order.

33. *Headings*. Paragraph headings used herein are for convenience only and shall not affect the construction of, or to be taken into consideration in interpreting, this Final Order.

34. *Payments Held in Trust*.

(a) Except as expressly permitted in this Final Order or the DIP Term Loan Documents and except with respect to the DIP Obligors, in the event that any person or entity receives any payment on account of a security interest in the Term Priority Collateral, receives any Term Priority Collateral or any proceeds of Term Priority Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP Term Loan Obligations and termination of all commitments under the DIP Term Loan Facility, such person or entity shall be deemed to have received, and shall hold, any such Term Priority Collateral or any payment on account or proceeds thereof in trust for the benefit of the DIP Term Loan Secured Parties and shall immediately turn over such collateral or its proceeds to the DIP Term Loan Agent, or as otherwise instructed by the Court, for application in accordance with the DIP Term Loan Documents and this Final Order.

(b) Except as expressly permitted in this Final Order or the DIP ABL Documents, and except with respect to the Debtors, in the event that any person or entity receives any payment on account of a security interest in the ABL Priority Collateral, receives any ABL Priority Collateral or any proceeds of the ABL Priority Collateral or receives any other payment with respect thereto from any other source prior to indefeasible payment in full in cash of all DIP ABL Obligations and all Prepetition ABL Obligations and the termination of all commitments under each such facility, such person or entity shall be deemed to have received, and shall hold, any such ABL Priority Collateral or any payment on account or proceeds thereof in trust for the benefit of the DIP ABL Secured Parties and the Prepetition ABL Secured Parties, as applicable, and shall immediately turn over such collateral or its proceeds to the DIP ABL Agent or the Prepetition ABL Agent, as applicable, or as otherwise instructed by the Court, for application in accordance with the DIP ABL Documents, the Prepetition ABL Loan Documents, and this Final Order.

35. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001 and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

36. *No Third Party Rights*. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary, which rights are hereby expressly disclaimed.

37. *Necessary Action*. The Debtors, the DIP Term Loan Secured Parties, the DIP ABL Secured Parties, and the Prepetition Secured Parties are authorized to take all reasonable actions

as are necessary or appropriate to implement the terms of this Final Order. The automatic stay is modified to permit affiliates of the Debtors who are not debtors in these Chapter 11 Cases to take all actions as are necessary or appropriate to implement the terms of this Final Order.

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

39. The Debtors shall promptly serve copies of this Final Order on the parties having been given notice of the Final Hearing and to any party that has filed with the Court a request for notices in these Chapter 11 Cases.

Exhibit 1

DIP Term Loan Credit Agreement

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

DATED AS OF JANUARY [●], 2026,

AMONG

PRETIUM PKG HOLDINGS, INC.,
AS THE BORROWER
AND A DEBTOR AND DEBTOR-IN-POSSESSION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE,

POSEIDON INVESTMENT INTERMEDIATE, INC.,
AS HOLDINGS
AND A DEBTOR AND DEBTOR-IN-POSSESSION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE,

WILMINGTON SAVINGS FUND SOCIETY, FSB,
AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT,

AND

THE OTHER LENDERS FROM TIME TO TIME PARTY HERETO

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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT

This **SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT** is entered into as of January [●], 2026 (this "**Agreement**") among Pretium PKG Holdings, Inc., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "**Borrower**"), Poseidon Investment Intermediate, Inc., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code ("**Holdings**"), each Lender from time to time party hereto and Wilmington Savings Fund Society, FSB, as Administrative Agent and Collateral Agent.

PRELIMINARY STATEMENTS

WHEREAS, On January [●], 2026 (the "**Petition Date**"), the Borrower, Holdings and the Guarantors (each a "**Debtor**" and collectively, the "**Debtors**") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**") commencing their respective cases that are pending under Chapter 11 of the Bankruptcy Code (each such case, a "**Chapter 11 Case**" and collectively, the "**Chapter 11 Cases**") and have continued in the possession and operation of their assets and management of their business pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, the Borrower has requested that the Lenders provide a superpriority secured debtor-in-possession term loan credit facility in an aggregate principal amount of $533,500,000 (the "**DIP Term Facility**") consisting of (i) Initial Term Loans in an aggregate principal amount on the Closing Date of $[●] and (ii) Delayed Draw Term Loan Commitments in an aggregate principal amount on the Closing Date of $[●], with all of the Borrower's obligations under the DIP Term Facility to be guaranteed by each Guarantor.

WHEREAS, the priority of the DIP Term Facility with respect to the Collateral granted to secure the Obligations shall be as set forth in the Loan Documents and the Interim DIP Order and the Final DIP Order, as applicable, in each case upon entry thereof by the Bankruptcy Court.

WHEREAS, all of the claims and the Liens granted under the Orders and the Loan Documents to the Secured Parties in respect of the DIP Term Facility shall be subject to the Carve Out.

WHEREAS, the Borrower and the Guarantors are engaged in related businesses, and each Guarantor will derive substantial direct and indirect benefit from the making of the extensions of credit under this Agreement.

WHEREAS, the Lenders are willing to extend such credit to the Borrower on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"**ABL Loan Documents**" means the DIP ABL Loan Documents and/or the Prepetition ABL Loan Documents, individually or collectively, as the context may require.

"**Acceptable Plan of Reorganization**" means a plan of reorganization (i) in form and substance not inconsistent with the RSA and the exhibits thereto and (ii) otherwise reasonably acceptable to the Required Lenders in accordance with the RSA (and to the Administrative Agent and Collateral Agent, as applicable, solely with respect to those provisions thereof that affect the rights, obligations, liabilities, duties, or treatment of the Administrative Agent and/or the Collateral Agent, as applicable).

"**Acceleration**" has the meaning specified in Section 8.01(e).

"**Ad Hoc Group**" means the ad hoc group of Lenders, Prepetition First Lien Term Loan Lenders and Prepetition Second Lien Lenders represented by the Ad Hoc Group Advisors.

"**Ad Hoc Group Advisors**" means, collectively, (i) Milbank LLP, as counsel to the Ad Hoc Group, (ii) Moelis & Company LLC, as financial advisor to the Ad Hoc Group, (iii) SAI Derecho & Economica, S.C., (iv) Gowling WLG, as Canadian counsel to the Ad Hoc Group, and (v) with the consent of the Borrower (not to be unreasonably withheld, conditioned or delayed), any other special or local counsel to the Ad Hoc Group as reasonably required.

"**Administrative Agent**" means Wilmington Savings Fund Society, FSB, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent permitted by the terms hereof.

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

"**Administrative Questionnaire**" means an Administrative Questionnaire in substantially the form of Exhibit D-3 or any other form approved by the Administrative Agent.

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

"**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"**Affiliate Lenders**" means, collectively, the Sponsor and its respective Affiliates (other than any Natural Person, Holdings, the Borrower and any of Holdings' or the Borrower's respective Subsidiaries).

"**Affiliate Transaction**" has the meaning specified in Section 6.18(a).

"**Agent Fee Letter**" means that certain Agent Fee Letter, dated as of the Closing Date, by and between the Borrower, the Administrative Agent and the Collateral Agent.

"**Agent-Related Distress Event**" means, with respect to the Administrative Agent, the Collateral Agent or any Person that directly or indirectly controls the Administrative Agent or the Collateral Agent (each, a "**Distressed Agent-Related Person**"), a voluntary or involuntary case with respect to such Distressed Agent-Related Person under any Debtor Relief Law is commenced, or a custodian, conservator, receiver or similar official is appointed for such Distressed Agent-Related Person or any substantial part of such Distressed Agent-Related Person's assets, or such Distressed Agent-Related Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Agent-Related Person to be, insolvent or bankrupt; *provided* that an Agent-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any Equity Interests in the Administrative Agent, the Collateral Agent or any Person that directly or indirectly controls the Administrative Agent by a Governmental Authority or an instrumentality thereof, so long as such ownership interest does not result in or provide the Administrative Agent or the Collateral Agent 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 the Administrative Agent or the Collateral Agent (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made with the Administrative Agent or the Collateral Agent.

"**Agent-Related Persons**" means each Agent, together with its Related Parties.

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

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

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

"**Agreement Currency**" has the meaning specified in Section 10.23.

"**Ancillary Document**" has the meaning specified in Section 10.21(b).

"**Anti-Corruption Laws**" has the meaning specified in Section 5.20.

"**Applicable Jurisdiction**" means the United States, Canada and any other jurisdiction approved by the Administrative Agent acting reasonably and in good faith.

"**Applicable Rate**" means a percentage *per annum* equal to, with respect to the Term Loans, (i) 4.25% for Base Rate Loans and (ii) 5.25% for SOFR Loans.

"**Appropriate Lender**" means, at any time, with respect to any DIP Term Facility, a Lender that has a Term Commitment with respect to such DIP Term Facility or holds Term Loans made under such DIP Term Facility at such time.

"**Approved Bankruptcy Court Order**" means (a) each of the Orders, as such order is amended and in effect from time to time in accordance with this Agreement, (b) the Disclosure Statement Order, (c) the Confirmation Order, (d) the First Day Orders, and (e) any order entered by the Bankruptcy Court regarding, relating to or impacting (i) any rights or remedies of any Secured Party, (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, (vi) adequate protection granted with respect to, or otherwise relating to, any Prepetition Indebtedness, (vii)

any Chapter 11 Plan or order approving a sale of all, substantially all or a material portion of the assets of any Loan Party pursuant to section 363 of the Bankruptcy Code, (viii) the assumption or rejection of contracts, and (ix) ordinary course unsecured claims, in the case of each of the foregoing clauses (i) through (vi), that (A) is in form and substance satisfactory to the Administrative Agent and the Collateral Agent, as applicable (solely with respect to its own rights, obligations, liabilities, duties and treatment) and the Required Lenders, (B) has not been vacated, reversed, or stayed, and (C) has not been amended or modified except as reasonably satisfactory to the Required Lenders, and (f) with respect to any other order (including with respect to the foregoing clauses vii through (ix)), an order entered by the Bankruptcy Court that (i) is in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent, as applicable (solely with respect to its own rights, obligations, liabilities, duties and treatment) and the Required Lenders, (ii) has not been vacated, reversed, or stayed and not cured within ten (10) Business Days, and (iii) has not been amended or modified in a manner except as reasonably satisfactory to the Required Lenders.

"**Approved Budget**" means, initially, the Initial Budget, and, thereafter, the most recent Updated Budget accepted by the Required Lenders in accordance with Section 6.01(d).

"**Approved Disclosure Statement**" means a comprehensive disclosure statement with respect to an Acceptable Plan of Reorganization, in form and substance reasonably acceptable to the Required Lenders.

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

"**Asset Sale**" means:

(a) the sale, conveyance, transfer or other disposition (whether in a single transaction or a series of related transactions) of property or assets of any Borrower Party, or

(b) the issuance or sale of Equity Interests (other than Preferred Stock and Disqualified Stock of Borrower Parties issued in compliance with Section 7.01 and directors' qualifying shares or shares or interests required to be held by foreign nationals or other third parties to the extent required by applicable law) of any Subsidiary of the Borrower (other than to the Borrower or another Borrower Party) (whether in a single transaction or a series of related transactions) (each of the foregoing referred to in this definition as a "**Disposition**"; the term **"Dispose**" as a verb has a corresponding meaning).

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(a) (i) (x) a sale, exchange or other disposition of cash, Cash Equivalents or Investment Grade Securities or (y) a sale, exchange or other disposition of obsolete, damaged, unnecessary, unsuitable or worn out equipment or other assets in the case of this clause (y), in the ordinary course of business or (ii) dispositions of property (including allowing any registrations or any applications for registration of any intellectual property or other intellectual property rights that are not material to the business of any Borrower Party to lapse or become abandoned, or otherwise disposing of any intellectual property rights) no longer used, useful or economically practicable to maintain in the conduct of the business of the Borrower Parties, in the ordinary course of business;

(b) [reserved];

(c) [reserved];

(d) [reserved];

(e) any transfer or Disposition of property or assets or issuance or sale of Equity Interests by a Loan Party to another Loan Party;

(f) the creation of any Lien permitted under this Agreement;

(g) [reserved];

(h) the sale, lease, assignment, license or sublease of inventory, equipment, accounts receivable, notes receivable or other current assets held for sale in the ordinary course of business or the conversion of accounts receivable and related assets to notes receivable or dispositions of accounts receivable and related assets in connection with the collection or compromise thereof;

(i) the lease, assignment, license, sublicense or sublease of any real or personal property in the ordinary course of business;

(j) [reserved];

(k) [reserved];

(l) [reserved];

(m) [reserved];

(n) [reserved];

(o) the surrender or waiver of obligations of trade creditors or customers or other contract rights that were incurred in the ordinary course of business of any Borrower Party, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or compromise, settlement, release or surrender of a contract, tort or other litigation claim, arbitration or other disputes;

(p) Dispositions arising from foreclosures, condemnations, eminent domain, seizure, nationalization or any similar action with respect to assets, dispositions of property subject to casualty events;

(q) [reserved];

(r) [reserved];

(s) the issuance of directors' qualifying shares and shares issued to foreign nationals to the extent required by applicable law;

(t) [reserved];

(u) a sale or transfer of equipment receivables, or participations therein, and related assets;

(v) [reserved];

(w) [reserved]; and

(x) [reserved].

For the avoidance of doubt, the unwinding of Swap Contracts shall not be deemed to constitute an Asset Sale.

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

"**Assignment and Assumption**" means an Assignment and Assumption substantially in the form of Exhibit D-1, or otherwise in form and substance reasonably acceptable to the Administrative Agent.

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement 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 clause (g) of Section 3.04.

"**Avoidance Action**" has the meaning assigned to such term in the Interim DIP Order or the Final DIP Order, as applicable.

"**Avoidance Proceeds**" has the meaning assigned to such term in the Interim DIP Order or the Final DIP Order, as applicable.

"**Backstop Commitment Letter**" means that certain Backstop Commitment Letter, dated as of January [●], by and among the Backstop Parties, Holdings, the Borrower and each of the other parties party thereto.

"**Backstop Party**" means each "Backstop Party" (as defined in the Backstop Commitment Letter) (or any Affiliate, investment advisor, manager or beneficial owner for the account of such Person, or a Related Fund or trader counterparty by such Person) party to the Backstop Commitment Letter, in its capacity as such.

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

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

"**Bankruptcy Code**" means the Federal Bankruptcy Reform Act of 1978, as heretofore and hereafter amended and codified as 11 U.S.C. §§ 101 et. seq. and any successor statute.

"**Bankruptcy Court**" has the meaning set forth in the Preliminary Statements to this Agreement.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as the same may from

time to time be in effect and applicable to the Chapter 11 Cases.

"**Base Rate**" means, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate on such day *plus* 1/2 of 1.00%, (b) the Prime Lending Rate on such day and (c) the Term SOFR (giving effect to any "floor" applicable thereto) published on such day for an Interest Period of one month *plus* 1.00%; *provided*, that for the purpose of clause (c), the Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate determined on such day at approximately 5:00 a.m. (Chicago time) (or any amended publication time for the Term SOFR Reference Rate, as specified by the Term SOFR Administrator in the Term SOFR Reference Rate methodology). If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition thereof, the Base Rate shall be determined without regard to clause (a) above until the circumstances giving rise to such inability no longer exist.

"**Base Rate Borrowing**" means a Term Borrowing comprising of Base Rate Loans.

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

"**Benchmark**" means, initially, the Term SOFR Reference Rate; *provided*, that, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.04.

"**Benchmark Replacement**" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor 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 the then-current Benchmark for dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the applicable Floor, the Benchmark Replacement will be deemed to be the applicable Floor for purposes of this Agreement and the other Loan Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clauses (1) of the definition of "Benchmark Replacement," the first alternative set forth in the order below that can be determined by the Administrative Agent:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which

may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor;

(b) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(2) for purposes of clause (2) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero), if any, that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) 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 on the applicable Benchmark Replacement Date and/or (ii) 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 dollar-denominated syndicated credit facilities.

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or component thereof), or if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if such Benchmark is a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

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

(1) 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(2) 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 FRB,

the NYFRB, 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(3) 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 no longer representative.

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

"**Benchmark Unavailability Period**" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.04 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.04.

"**beneficial owner**" has the meaning given to that term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, in each case as in effect on the date hereof, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act, as in effect on the date hereof), such "person" will not be deemed to have beneficial ownership of any securities that such "person" has the right to acquire or vote only upon the happening of any future event or contingency (including the passage of time) that has not yet occurred. The terms "beneficial ownership," "beneficially owns" and "beneficially owned" have a corresponding meaning.

"**Beneficial Ownership Certification**" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation, in form and substance substantially the same as the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association.

"**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".

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

"**BIA**" means the *Bankruptcy and Insolvency Act* (Canada).

"**Board of Directors**" means as to any Person, the board of directors, board of managers, sole member or managing member or other governing body of such Person, or if such Person is owned or managed by a single entity or has a general partner, the board of directors, board of managers, sole member or managing member or other governing body of such entity or general partner, or in each case, any duly authorized committee thereof, and the term "directors" means members of the Board of Directors.

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

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

"**Borrower Parties**" means the collective reference to the Borrower and its Subsidiaries, and "**Borrower Party**" means any one of them.

"**Budget**" means any 13-week consolidated weekly operating budget of the Debtors and their respective Subsidiaries setting forth, among other things, projected receipts, disbursements, liquidity and net cash flow for the period described therein prepared by the Borrower's management, in form and level of detail substantially consistent with the Initial Budget.

"**Budget Variance Report**" means, for any Budget Variance Test Period, a bi-weekly variance report prepared by a Responsible Officer of the Borrower and/or FTI Consulting, as restructuring advisor to the Borrower, comparing for such Budget Variance Test Period the actual results against anticipated results under the Approved Budget, on an aggregate basis and in the same level of detail set forth in the applicable Approved Budget, together with a written explanation for all variances of greater than the applicable permitted variance for any given testing period.

"**Budget Variance Test Date**" means each Friday that occurs every other week (commencing with the Friday of the fourth full calendar week occurring after the Petition Date) or, to the extent such Friday is not a Business Day, the next Business Day thereafter.

"**Budget Variance Test Period**" means, with respect to (i) the initial Budget Variance Test Date, the three-week period and (ii) any other Budget Variance Test Date, the rolling cumulative four-week period, in each case, ending on the last Business Day of the week immediately preceding the applicable Budget Variance Test Date; *provided* that the initial Budget Variance Test Period shall include the period beginning on the Closing Date through the end of the last Business Day of the third full calendar week occurring after the Petition Date.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York City.

"**Canadian Defined Benefit Plan**" means a "registered pension plan" which contains a "defined benefit provision", as those terms are defined in the Income Tax Act (Canada).

"**Canadian Hypothec**" means, collectively, each deed of hypothec executed by one or more Canadian Loan Parties or other Loan Parties that own Collateral located in the Province of Quebec in favor of the Collateral Agent as hypothecary representative, substantially in the form of that certain Deed of Hypothec (First Lien), dated September 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time) by Pretium Canada Packaging ULC in favor of the Collateral Agent.

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

"**Canadian Pension Plan**" means a "registered pension plan", as that term is defined in the Income Tax Act (Canada), which is sponsored, administered, contributed to or required to be contributed to by any Loan Party or in respect of which any Loan Party has any liability, contingent or otherwise.

"**Canadian Security Agreement**" means, that certain Senior Secured Superpriority Debtor-In-Possession Canadian Security Agreement, dated as of January [●], 2026 (as amended, restated, supplemented or otherwise modified from time to time), by and among the Canadian Loan Parties and the Collateral Agent.

"**Canadian Subsidiary**" means any Subsidiary of the Borrower organized under the laws of Canada or a province or territory thereof.

"**Capital Stock**" means:

(a) in the case of a corporation or company, corporate stock or share capital;

(b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person (it being understood and agreed, for the avoidance of doubt, that "cash-settled phantom appreciation programs" in connection with employee benefits that do not require a dividend or distribution shall not constitute Capital Stock).

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

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

"**Cash Collateral**" has the meaning assigned to such term in the Interim DIP Order or the Final DIP Order, as applicable.

"**Cash Equivalents**" means:

(1) Dollars, Canadian dollars, Sterling, Yuan, the national currency of any Participating Member State of the European Union (as it is constituted on the Closing Date) and, with respect to any Non-U.S. Subsidiary, other currencies held by such Non-U.S. Subsidiary in the ordinary course of business;

(2) securities issued or directly guaranteed or insured by the government of the United States, Canada, the United Kingdom or any Participating Member State of the European Union (as it is constituted on the Closing Date) or any agency or instrumentality thereof in each case with maturities not exceeding two years from the date of acquisition;

(3) money market deposits, certificates of deposit, time deposits and eurodollar time deposits with maturities of two years or less from the date of acquisition, bankers' acceptances, in each case with maturities not exceeding two years, and overnight bank deposits, in each case with any commercial bank

having capital and surplus in excess of $250,000,000 in the case of domestic banks or $100,000,000 (or the equivalent Dollar Amount) in the case of foreign banks;

(4) repurchase obligations for underlying securities of the types described in clauses (2) and (3) above and clause (6) below entered into with any financial institution or securities dealers of recognized national standing meeting the qualifications specified in clause (3) above;

(5) commercial paper or variable or fixed rate notes issued by a corporation or other Person (other than an Affiliate of the Borrower) rated at least "A-2", "P-2" or "F2" or the equivalent thereof by Moody's, S&P or Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency) and in each case maturing within two years after the date of acquisition;

(6) readily marketable direct obligations issued by any state, commonwealth or territory of the United States of America or any political subdivision or taxing authority thereof having an Investment Grade Rating from Moody's, S&P or Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition;

(7) Indebtedness issued by Persons (other than the Sponsor) with a rating of "A" or higher from S&P, "A-2" or higher from Moody's or "A" or higher from Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition, and marketable short-term money market and similar securities having a rating of at least "A-2", "P-2" or "F-2" from S&P, Moody's or Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency);

(8) investment funds investing at least 95.0% of their assets in investments of the types described in clauses (1) through (7) above and (9) and (10) below;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA (or the equivalent thereof) or better by S&P, Aaa3 (or the equivalent thereof) or better by Moody's or AAA (or the equivalent thereof) or better by Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency); and

(10) in the case of investments by any Non-U.S. Subsidiary or investments made in a country outside the United States of America, other investments of comparable tenor and credit quality to those described in the foregoing clauses (1) through (9) customarily utilized in the countries where such Non-U.S. Subsidiary is located or in which such investment is made.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1) above; *provided* that such amounts are converted into any currency listed in clause (1) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"**Cash Management Obligations**" has the meaning specified in the DIP ABL Credit Agreement.

"**Cash Management Order**" means an order of the Bankruptcy Court entered in the Chapter 11 Cases, together with all extensions, modifications and amendments thereto, in form and substance reasonably acceptable to the Required Lenders, which among other matters authorizes the Debtors to maintain their existing cash management and treasury arrangements or such other arrangements as shall be reasonably acceptable to the Required Lenders in all material respects.

"**Cash Management Services**" means any of the following to the extent not constituting a line of credit (other than an overnight draft facility that is not in default); automated clearing house transactions, treasury and/or cash management services, including, without limitation, treasury, depository, overdraft, credit, purchasing or debit card, non-card e-payable services, electronic funds transfer, treasury management services (including controlled disbursement services, overdraft automatic clearing house fund transfer services, return items and interstate depository network services), other demand deposit or operating account relationships, supply chain financial services, foreign exchange facilities, and merchant services.

"**Casualty Event**" means any event that gives rise to the receipt by any Borrower Party of any casualty insurance proceeds or condemnation awards or that gives rise to a taking by a Governmental Authority in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace, restore or repair, or compensate for the loss of, such equipment, fixed assets or real property.

"**CCAA**" means the Companies' Creditors Arrangement Act (Canada).

"**Cause of Action**" means any action, claim, cause of action, controversy, demand, right, action, lien, indemnity, interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, and license of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Closing Date, in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law. For the avoidance of doubt, "Cause of Action" includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, fraudulent transfer or fraudulent conveyance or voidable transaction law, violation of local, state, or federal or non-U.S. law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any claim pursuant to section 362 or chapter 5 of the title 11 of the United States Code or similar local, state, or federal U.S. or non-U.S. law; (d) any claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of title 11 of the United States Code; (e) any state or foreign law pertaining to actual or constructive fraudulent transfer, fraudulent conveyance, or similar claim; and (f) any "lender liability" or equitable subordination claims or defenses.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

"**CFC**" means a "controlled foreign corporation" within the meaning of Section 957 of the Code; *provided* that no Canadian Subsidiary that is an obligor under the ABL Loan Documents shall be treated as a CFC for purposes of any Loan Document.

A "**Change of Control**" will be deemed to occur if:

(a) at any time, Holdings ceases to own, directly or indirectly, beneficially, 100.0% of the issued and outstanding Equity Interests of the Borrower; or

(b) at any time, the Permitted Holders, taken together, shall cease to beneficially own (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the date hereof), directly or indirectly, at least 50.1% of the Voting Stock (measured by reference to ordinary voting power) of Holdings (determined on a fully diluted basis); or

(c) any "Change of Control" (as defined in the DIP ABL Credit Agreement or any document or credit agreement governing Prepetition Indebtedness (or any comparable term thereunder)) has occurred.

Notwithstanding the foregoing, (i) a passive holding company or special purpose acquisition vehicle shall not be considered a "person" and instead the equityholders of such passive holding company or special purpose acquisition vehicle shall be considered for purposes of the foregoing and (ii) a Change of Control shall be deemed not to have occurred pursuant to clause (b) above at any time if the Permitted Holders have, at such time, directly or indirectly, the right or the ability, by voting power, contract or otherwise, to elect or designate for election at least a majority of the board of directors of Holdings.

"**Closing Date**" means January [●], 2026.

"**Chapter 11 Cases**" has the meaning assigned to such term in the Preliminary Statements herein.

"**Chapter 11 Plan**" means a plan of reorganization in any or all of the Chapter 11 Cases.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**" means all of the "Collateral", "DIP Collateral" or words of similar intent as defined in the Interim DIP Order (and, when applicable, the Final DIP Order) or in any of the Collateral Documents, and shall include all present and after acquired assets and property, whether real, personal, tangible, intangible or mixed of the Loan Parties, wherever located, on which Liens are or are purported to be granted pursuant to the Orders or any Collateral Document in favor of the Collateral Agent, on behalf of the Secured Parties, to secure any of the Obligations; *provided* that in no case shall "Collateral" include Excluded Property.

"**Collateral Agent**" means Wilmington Savings Fund Society, FSB, in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent permitted by the terms hereof.

"**Collateral Documents**" means, collectively, the Interim DIP Order (and, when applicable, the Final DIP Order), the Security Agreement, the Canadian Hypothec, the Intellectual Property Security Agreement, collateral assignments, Security Agreement Supplements, Intellectual Property Security Agreement Supplements, security agreements, pledge agreements or other similar agreements delivered to the Collateral Agent pursuant to Section 6.12, Section 6.14 or Section 6.16, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

"**Committed Loan Notice**" means a notice of (a) a Term Borrowing, (b) a conversion of Term Loans from one Type to another or (c) a continuation of SOFR Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

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

"**Company Competitor**" means any Person that competes with the business of Holdings, the Borrower and their respective direct and indirect Subsidiaries from time to time.

"**Compliance Certificate**" means a certificate substantially in the form of Exhibit C or such other form as may be agreed between the Borrower and the Administrative Agent.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming an Acceptable Plan of Reorganization under section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Required Lenders.

"**Conforming Changes**" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides (in consultation with the Borrower) may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides (in consultation with the Borrower) is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"**Contingent Obligations**" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("**primary obligations**") of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"**Contractual Obligation**" means, as to any Person, any provision of any security issued by such Person or of any agreement, loan agreement, indenture, mortgage, deed of trust, lease, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"**Corresponding Loan Amount**" has the meaning assigned to it in Section 9.19(c)

"**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.

"**Covered Entity**" has the meaning specified in Section 10.25.

"**Daily Simple SOFR**" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; *provided*, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"**Debtor**" has the meaning assigned to such term in the Preliminary Statements herein.

"**Debtor Relief Laws**" means the Bankruptcy Code, the CCAA, the BIA and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement (including the arrangement provisions of any Canadian corporate statute dealing with the arrangement or compromise of debt or any class thereof), receivership, insolvency, judicial management, 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.

"**Declining Lender**" has the meaning specified in Section 2.05(c).

"**Default**" means any event or condition set forth in Section 8.01 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 an interest rate equal to (after as well as before judgment), (a) with respect to any overdue principal for any Term Loan, the applicable interest rate for such Term Loan *plus* 2.00% per annum (*provided* that with respect to SOFR Loans, the determination of the applicable interest rate is subject to Section 2.02(c) to the extent that SOFR Loans may not be converted to, or continued as, SOFR Loans, pursuant thereto) and (b) with respect to any other overdue amount, including overdue interest, the interest rate applicable to Base Rate Loans that are Initial Term Loans *plus* 2.00% per annum, in each case, to the fullest extent permitted by applicable Laws.

"**Defaulting Lender**" means, subject to Section 2.17(b), any Lender that (a) has failed to perform any of its funding obligations hereunder, including in respect of its Term Loans within three Business Days of the date required to be funded by it hereunder, (b) has notified the Borrower or the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder, (c) has failed, within three Business Days after reasonable request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such confirmation by the Administrative Agent) or (d) has, or has a direct or indirect parent company that has, other than via an Undisclosed Administration, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment or (iv) become the subject of a Bail-In Action; *provided* that no Lender shall be a Defaulting Lender solely by virtue of (x) the ownership or acquisition by a Governmental Authority of any Equity Interest in that Lender or any direct or indirect parent company thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (y) the occurrence of any of the events described in clause (d)(i), (d)(ii) or (d)(iii) of this definition which in each case has been dismissed or terminated prior to the date of this Agreement. Any determination by the Administrative Agent (or the Required Lenders to the extent that the Administrative Agent is a Defaulting Lender) that a

Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.17(b)) upon delivery of written notice of such determination to the Administrative Agent, the Borrower and each Lender, as applicable.

"**Delayed Draw Term Loan Borrowing Date**" means each date on which the conditions set forth in Section 4.02 of this Agreement are satisfied or waived by the Required Lenders with respect to the Borrowing of Delayed Draw Term Loans.

"**Delayed Draw Term Loan Borrowing Outside Date**" means the six month anniversary of the Closing Date, unless extended with the prior written consent of the Fronting Lender, the Borrower and the Required Lenders (in each case, not to be unreasonably withheld, conditioned or delayed).

"**Delayed Draw Term Loan Commitment**" means the commitment, if any, of a Lender to make or otherwise fund one or more Delayed Draw Term Loans to the Borrower pursuant to Section 2.01(a)(ii) in an aggregate amount not to exceed, in the aggregate, the amount set forth opposite such Lender's name in Schedule 2.01 under the caption "Delayed Draw Term Loan Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. The aggregate amount of the Delayed Draw Term Loan Commitments as of the Closing Date and prior to giving effect to any Term Borrowing on such date is $[●].

"**Delayed Draw Term Loan Lender**" means each Lender holding a Delayed Draw Term Loan Commitment or a Delayed Draw Term Loan.

"**Delayed Draw Term Loans**" has the meaning set forth in Section 2.01(a)(ii).

"**DIP ABL Agent**" shall mean Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent under the DIP ABL Loan Documents, or any successor, administrative agent and/or collateral agent or other agent appointed under the DIP ABL Loan Documents in accordance with the provisions thereof and the Prepetition ABL/Term Loan Intercreditor Agreement.

"**DIP ABL Credit Agreement**" shall mean that certain Senior Secured, Super-Priority Debtor-In-Possession ABL Credit and Guarantee Agreement, dated as of [___], 2026, among the Borrower, the other borrowers from time to time party thereto, Holdings, the guarantors party thereto, the DIP ABL Lenders and the DIP ABL Agent.

"**DIP ABL Facility**" means the senior secured superpriority debtor-in-possession asset-based credit facility made available to the Borrower and the other Loan Parties pursuant to the DIP ABL Credit Agreement.

"**DIP ABL Lenders**" means the "Lenders" as defined in the DIP ABL Credit Agreement.

"**DIP ABL Loan Documents**" shall mean the DIP ABL Credit Agreement and the other "Loan Documents" (as defined in the DIP ABL Credit Agreement) (as in effect on the date hereof).

"**DIP Term Facility**" has the meaning assigned to such term in the Preliminary Statements herein.

"**Direction of the Required Lenders**" means a written direction or instruction from Lenders constituting the Required Lenders which may be in the form of an email or other form of written communication, which may come from any of the Ad Hoc Group Advisors to the extent representing Required Lenders, which shall be conclusively presumed to have been authorized by a written direction or

instruction from the Required Lenders and shall be conclusively presumed to represent the written direction or instruction from the Required Lenders (and the Agent shall be entitled to rely on such presumption). For the avoidance of doubt, with respect to each reference herein to (i) documents, agreements or other matters being "satisfactory", "acceptable", "reasonably satisfactory" or "reasonably acceptable" (or any expression of similar import) to the Required Lenders such determination may be communicated by a Direction of the Required Lenders as contemplated above and/or (ii) any matter requiring the consent or approval of, or a determination by, the Required Lenders may be communicated by a Direction of the Required Lenders as contemplated above and any reference to the Agent taking an action or omitting to take an action with the "consent" or at the "direction" or "instruction" of the Required Lenders (or any expressions of similar import) shall be interpreted to include a Direction of the Required Lenders. The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any written direction or instruction from the Required Lenders that is purported to be a Direction of the Required Lenders, and the Agent shall not have any responsibility to independently determine whether such direction has in fact been authorized by Required Lenders.

"**Disclosure Statement Order**" means any order, whether on a conditional or final basis, approving an Approved Disclosure Statement, which, for the avoidance of doubt, shall be in form and substance reasonably acceptable to the Required Lenders.

"**Disposition**" or **"Dispose**" has the meaning specified in the definition of "Asset Sale".

"**Disqualified Institution**" means:

(a) each person identified as a "Disqualified Institution" on a list delivered to the Administrative Agent by the Borrower on or prior to the Closing Date and acceptable to the Backstop Parties holding more than 50.0% of the sum of the Total Outstandings and aggregate unused Term Commitments held by the Backstop Parties as of the Closing Date (such list may be updated from time to time after the Closing Date with the consent of the Administrative Agent (acting at the Direction of the Required Lenders));

(b) any Company Competitor identified on a list delivered to the Administrative Agent by the Borrower from time to time;

(c) (i) any Net Short Lender or (ii) any Person with a net short position; and

(d) as to any entity referenced in each of clauses (a), (b) and (c) above (the "**Primary Disqualified Institution**"), any of such Primary Disqualified Institution's known Affiliates or Affiliates identified in writing to the Administrative Agent from time to time or otherwise readily identifiable as such by name, but excluding any Affiliate that is primarily engaged in, or that advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course and with respect to which the Primary Disqualified Institution does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such entity; *provided* that any additional designation permitted by the foregoing shall not apply retroactively to any prior assignment or participation to any Lender or Participant (solely with respect to such amount previously assigned or entered into); provided further that the Administrative Agent shall have no obligation to carry out any due diligence or conduct any inquiry or investigation in order to determine whether any entity is a Disqualified Institution.

For the purpose of clauses (a) and (b) in the previous sentence, such list shall be made available to the Administrative Agent pursuant to Section 10.02 and any additions, deletions or other modifications to the list of Disqualified Institutions shall become effective within three Business Days after delivery to the Administrative Agent (which list, in the case of clause (a), shall not be delivered to the Administrative

Agent prior to the Required Lenders confirming that such additions, deletions and/or other modifications are acceptable).

"**Disqualified Stock**" means, with respect to any Person, any Equity Interests of such Person that, by its terms (or by the terms of any security into which it is convertible or for which it is puttable, redeemable or exchangeable), in each case, at the option of the holder thereof or upon the happening of any event:

(1) matures or is mandatorily redeemable (other than solely for Equity Interests that are not Disqualified Stock), pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale; *provided* that any purchase requirement triggered thereby may not become operative until compliance with, in the case of an asset sale, the provisions of Section 7.04 or, in the case of a change of control, the occurrence of the Termination Date),

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock, or

(3) is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the Termination Date.

"**Divided LLC**" means a limited liability company which has been formed upon the consummation of an LLC Division.

"**Divided LP**" means a limited partnership which has been formed upon the consummation of an LP Division.

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

"**Dollar Amount**" means, at any time, the principal amount of any Term Loan denominated in Dollars then outstanding (or in which such participation is held).

"**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 clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

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

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

"**Electronic Signature**" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"**Eligible Assignee**" means any Person that meets the requirements to be an assignee under Section 10.07(b) (subject to receipt of such consents, if any, as may be required for the assignment of the applicable Term Loan and/or Term Commitments to such Person under Section 10.07(b)(iii)).

"**EMU**" means the economic and monetary union as contemplated in the EU Treaty.

"**EMU Legislation**" means the legislative measures of the EMU for the introduction of, changeover to, or operation of the Euro in one or more member states.

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

"**Environmental Laws**" means any and all applicable federal, state, provincial, territorial, local and foreign statutes, laws, including common law, regulations, ordinances, rules, judgments, orders, decrees, or governmental restrictions relating to pollution, the protection of the Environment, and occupational health and safety (to the extent relating to exposure to Hazardous Materials), including those related to Hazardous Materials, air emissions and discharges to public pollution control systems.

"**Environmental Liability**" means any liability (including any liability for damages, costs of environmental remediation, monitoring or oversight by a Governmental Authority, fines, penalties or indemnities) resulting from or based upon (a) any actual or alleged violation of any Environmental Law, (b) the generation, use, handling, transportation, storage or treatment of any Hazardous Materials, (c) human exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the Environment or (e) any contract, agreement or other binding consensual arrangement to the extent liability is assumed or imposed with respect to any of the foregoing.

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

"**Equity Interests**" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any Capital Stock that arises only by reason of the happening of a contingency that is outside the control of the holder of such Capital Stock or any debt security that is convertible into, or exchangeable for, Capital Stock).

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

"**ERISA Affiliate**" means any Person who together with any Loan Party or any of its Affiliates is treated as a single employer within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code) or Section 4001 of ERISA.

"**ERISA Event**" means (a) a Reportable Event with respect to a Plan; (b) the withdrawal of any Loan Party or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent (within the meaning of Section 4245 of ERISA); (d) the filing of a written notice of intent to terminate or the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, respectively; (e) the institution by the PBGC of, or the receipt of any notice by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator indicating an intent by the PBGC to institute, proceedings to terminate a 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 Plan or Multiemployer Plan; (g) the determination that any Plan is considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA; (h) the determination that any Multiemployer Plan is considered a plan in "endangered", "critical", or "critical and declining" status within the meaning

of Section 432 of the Code or Section 305 of ERISA; (i) 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; or (j) the conditions for the imposition of a Lien under Section 430(k) of the Code or Section 303(k) of ERISA shall have been met with respect to any Plan.

"**Erroneous Payment**" has the meaning assigned to it in Section 9.19(a).

"**Erroneous Payment Return Deficiency**" has the meaning assigned to it in Section 9.19(d).

"**Erroneous Payment Subrogation Rights**" has the meaning assigned to it in Section 9.19(d).

"**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.

"**EU Treaty**" means the Treaty on European Union.

"**Euro**" and "**€**" means the single currency of the Participating Member States introduced in accordance with the provisions of Article 109(i)4 of the EU Treaty.

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

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"**Exchange Rate**" means on any day with respect to any currency other than Dollars, the rate at which such currency may be exchanged into Dollars in the London foreign exchange market at or about 11:00 a.m. London time (or New York City time, as applicable) on a particular day as displayed by ICE Data Services as the "ask price", or as displayed on such other information service which publishes that rate of exchange from time to time in place of ICE Data Services (or if such service ceases to be available, the equivalent of such amount in Dollars as determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower, or, in the absence of such agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted), at or about 10:00 a.m. (New York City time) on such date for the purchase of Dollars for delivery two Business Days later.

"**Excluded Accounts**" means segregated (1) payroll, healthcare and other employee wage and benefit accounts held for the benefit of third parties, (2) tax accounts, including, without limitation, sales, use, payroll and withholding tax accounts, (3) escrow, defeasance and redemption accounts, (4) fiduciary or trust accounts held for the benefit of third parties, (5) disbursement accounts, (6) cash collateral accounts subject to Permitted Liens for the benefit of unaffiliated third parties if the documents governing such Liens do not permit other liens on such cash collateral account, (7) the Professional Fees Escrow Account, (8) the funds or other property held in or maintained for such purposes in any such account described in clauses (1) through (7).

"**Excluded Information**" has the meaning specified in Section 10.07(j).

"**Excluded Property**" means, with respect to any Loan Party or any direct or indirect Subsidiary of such Loan Party, (a) [reserved], (b) motor vehicles and other assets or goods subject to certificates of title to the extent a Lien thereon cannot be perfected by filing a UCC or PPSA financing statement, (c) without limitation of any other clause of this definition, goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets to the extent a security interest in such

goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets would result in material adverse tax consequences to Holdings or the Borrower Parties or any of their direct or indirect parent entities, or material adverse regulatory consequences, in each case, as reasonably determined by the Borrower and the Required Lenders; *provided*, that this clause (c) shall not apply to any assets of any Canadian Subsidiary that is an obligor under the ABL Loan Documents, (d) any goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets, in each case, of or in which pledges or security interests in favor of the Collateral Agent are prohibited by applicable Law (including the Bankruptcy Code and any requirement to obtain the consent of any Governmental Authority or third person, unless such consent has been obtained) or by any contract binding on such assets at the time of its acquisition and not entered into in contemplation thereof, or would result in material adverse accounting or regulatory consequences, as reasonably determined by the Borrower; *provided*, that (i) any such limitation described in this clause (d) on the security interests granted under the Collateral Documents shall only apply to the extent that any such prohibition could not be rendered ineffective pursuant to the UCC or PPSA or any other applicable Law (including the Bankruptcy Code) or principles of equity and shall not apply (where the UCC or PPSA is applicable) to any proceeds or receivables thereof, the assignment of which is expressly deemed effective under the UCC or PPSA notwithstanding such prohibition and (ii) in the event of the termination or elimination of any such prohibition contained in any applicable Law (including the Bankruptcy Code), a security interest in such goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets shall be automatically and simultaneously granted under the applicable Collateral Documents and shall be included as Collateral, (e) any governmental licenses (but not the proceeds thereof) or state, provincial or local franchises, charters and authorizations, to the extent security interests in favor of the Collateral Agent in such licenses, franchises, charters or authorizations are prohibited or restricted thereby; *provided* that (i) any such limitation described in this clause (e) on the security interests granted shall only apply to the extent that any such prohibition or restriction could not be rendered ineffective pursuant to the Uniform Commercial Code of any applicable jurisdiction, PPSA or any other applicable Law (including the Bankruptcy Code) or principles of equity and shall not apply (where the UCC or PPSA is applicable) to any proceeds or receivables thereof, the assignment of which is expressly deemed effective under the UCC or PPSA notwithstanding such prohibition and (ii) in the event of the termination or elimination of any such prohibition or restriction contained in any applicable license, franchise, charter or authorization, a security interest in such licenses, franchises, charters or authorizations shall be automatically and simultaneously granted under the applicable Collateral Documents and such licenses, franchises, charters or authorizations shall be included as Collateral, (f) Equity Interests in (A) any Person (other than the Borrower and Wholly Owned Subsidiaries of the Borrower) to the extent and for so long as the pledge thereof in favor of the Collateral Agent is not permitted by the terms of such Person's Joint Venture agreement or other applicable Organization Documents; *provided*, that such prohibition exists on the Closing Date or at the time such Equity Interests are acquired (other than to the extent such prohibition is rendered ineffective or stayed under the UCC, other applicable Law (including the Bankruptcy Code) or principles of equity), (B) [reserved], (C) [reserved], (D) [reserved], (E) [reserved], (F) [reserved], (G) [reserved] and (H) [reserved], (g) any lease, license or other agreement or any goods or other property subject to a purchase money security interest, Capitalized Lease Obligation or similar arrangement in each case not prohibited by this Agreement, to the extent that a grant of a security interest therein would violate or invalidate such lease, license, capital lease or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto (other than a Loan Party or their Wholly Owned Subsidiaries), in each case, except to the extent such prohibition is unenforceable after giving effect to the Bankruptcy Code (including, without limitation, the automatic stay thereunder) and the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction or the PPSA, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code of any applicable jurisdiction, the PPSA or principles of equity notwithstanding such prohibition, (h) "intent-to-use" trademark applications filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 (the "**Lanham Act**"), prior to the accepted filing of a

"Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, (i) [reserved], (j) any goods, chattel paper, investment property, documents of title, instruments, money, intangibles or other assets of (including Equity Interests held by) (A) any CFC or any direct or indirect Subsidiary of a CFC or (B) any FSHCO or any direct or indirect Subsidiary of a FSHCO, (k) Margin Stock, (l) cash to secure letter of credit reimbursement obligations to the extent such letters of credit are permitted by this Agreement, (m) Excluded Accounts, (n) letter-of-credit rights (as defined in the UCC) of any U.S. Loan Party with a value less than $1,000,000, (o) [reserved], (p) commercial tort claims (as defined in the UCC) where the amount of damages reasonably expected by the applicable Loan Party to be recovered is less than $1,000,000, (q) [reserved], (r) any Equity Interests in a Non-U.S. Subsidiary (other than a Non-U.S. Subsidiary directly owned by a Loan Party), (s) [reserved] and (t) with respect to the Canadian Loan Parties, consumer goods (as defined in the PPSA). Other goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets shall be deemed to be "Excluded Property" if the Administrative Agent (acting at the Direction of the Required Lenders) and the Borrower agree in writing that the cost or other consequences of obtaining or perfecting a security interest in such goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets is excessive in relation to either the value of such goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets as Collateral or to the benefit of the Lenders of the security afforded thereby. Notwithstanding anything herein or the Collateral Documents to the contrary, (i) Excluded Property shall not include (A) any Equity Interests of any Non-U.S. Subsidiary directly owned by a Loan Party and (B) any Proceeds (as defined in the UCC or PPSA, as applicable), substitutions or replacements of any Excluded Property (unless such Proceeds, substitutions or replacements would otherwise constitute Excluded Property referred to above), and (ii) no asset or property of the Loan Parties shall be "Excluded Property" if such asset or property constitutes "Collateral" (or comparable term) for purposes of the DIP ABL Loan Documents.

"**Excluded Subsidiary**" means any direct or indirect Subsidiary of the Borrower that is (a) [reserved], (b) not a Wholly Owned Subsidiary of the Borrower on the Closing Date, (c) Vanga, (d) (i) a Non-U.S. Subsidiary (other than any Canadian Subsidiary), or (ii) a FSHCO or CFC (or any direct or indirect Subsidiary of a FSHCO or CFC), (e) [reserved], (f) [reserved], (g) a Subsidiary that is prohibited by applicable Law (including the Bankruptcy Code) from guaranteeing the DIP Term Facility, 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 (it being understood that such Subsidiary shall not be obligated to obtain such consent, approval, license or authorization), (h) a Subsidiary that is prohibited from guaranteeing the DIP Term Facility by any Contractual Obligation in existence on the Closing Date (but not entered into in contemplation thereof) and 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 but not entered into in contemplation thereof and for so long as any such Contractual Obligation exists), (i) without limitation of any other clause of this definition, a Subsidiary, with respect to which a guarantee by it of the DIP Term Facility would result in material adverse tax consequences to Holdings or the Borrower Parties or any of their direct or indirect parent entities (other than any such tax consequences resulting from any Canadian Subsidiary that is an obligor under the ABL Loan Documents acting as an obligor under the DIP Term Facility) or more than *de minimis* adverse regulatory consequences, in each case, as reasonably determined by the Borrower, (j) [reserved], (k) [reserved], (l) [reserved], (m) [reserved], (n) [reserved] and (o) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably) and the Borrower, the cost or other consequences (including any adverse tax consequence) of guaranteeing the DIP Term Facility would be excessive in view of the benefits to be obtained by the Lenders therefrom; *provided* that if a Subsidiary executes the Subsidiary Guaranty as a "Subsidiary Guarantor," then it shall not constitute an "Excluded Subsidiary" (unless released from its obligations under the Subsidiary Guaranty,

as a "Subsidiary Guarantor" in accordance with the terms hereof and thereof); *provided*, *further*, that no Subsidiary of the Borrower shall be an Excluded Subsidiary if such Subsidiary, (x) is a borrower or guarantor with respect to the DIP ABL Credit Agreement or (y) incurs or guarantees any Prepetition Indebtedness or any Indebtedness in a principal amount greater than the Threshold Amount and in the event any such Subsidiary is a Non-U.S. Subsidiary, such Subsidiary shall, notwithstanding anything to the contrary in any Loan Document, grant to the Collateral Agent a perfected security interest on its assets pursuant to provisions to be negotiated in good faith.

"**Excluded Taxes**" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the Laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender (other than any Lender acquiring an interest in a Term Loan or Term Commitment pursuant to a request by any Loan Party under Section 3.08), any U.S. Federal withholding Taxes imposed pursuant to a Law in effect on the date on which such Lender acquires an interest in a Term Commitment (or, to the extent such Lender did not fund an applicable Term Loan pursuant to a prior Term Commitment, on the date on which such Lender acquires its interest in such Term Loan) or changes its lending office, except in each case to the extent that, pursuant to Section 3.01, additional amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changes its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(g) and (d) any withholding Taxes imposed under FATCA, as a result of 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 Term Loan or Loan Document.

"**Executive Order**" means Executive Order No. 13224 of September 23, 2001, entitled Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), as amended.

"**Exit Credit Agreement**" means a credit agreement entered into in connection with the conversion of the Terms Loans hereunder into the Exit Facility in accordance with Section 2.19 hereof in form and substance consistent with the terms of the Exit Facility Term Sheet and otherwise reasonably satisfactory to the Required Lenders.

"**Exit Facility**" means the senior secured first lien term loan facility incurred by the Borrower upon the Plan Effective Date pursuant to the Exit Credit Agreement.

"**Exit Facility Documents**" means the Exit Credit Agreement and each other document entered into in connection therewith.

"**Exit Facility Term Sheet**" means the term sheet in the form of Exhibit K herein and identified as the "Exit Term Sheet" and attached to the RSA as Exhibit C thereto.

"**Extraordinary Receipts**" means an amount equal to (a) any cash payments or proceeds (including Permitted Investments) received (directly or indirectly) by or on behalf of the Borrower or any of its Subsidiaries not in the ordinary course of business (and other than consisting of Net Cash Proceeds from a Disposition or any Casualty Event or in connection with any issuance or sale of debt securities or instruments or the incurrence of Indebtedness) in respect of (i) foreign, U.S. federal, state or local tax refunds (excluding for the avoidance of doubt, tariff refunds and value added tax refunds to the extent

reflected in the Approved Budget), (ii) pension plan reversions (other than reversions that are applied as contributions to 401(k) plans of the Borrower or any of its Subsidiaries) and (iii) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than receipts from settlements with customers) to the extent not used as payment in any such corresponding cause of action or to reimburse a Loan Party for amounts previously expended in any such corresponding cause of action, minus (b) any selling and settlement costs and out-of-pocket expenses (including reasonable broker's fees or commissions and legal fees) and any taxes paid or reasonably estimated to be payable by the Borrower or any of its Subsidiaries (after taking into account any utilizable tax attributes, including any tax credits and deductions arising in respect of the transactions described in clause (a) of this definition) in connection with the transactions described in clause (a) of this definition.

"**Fair Market Value**" means, with respect to any asset or property, the price that could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction (as determined in good faith by the senior management or the Board of Directors of the Borrower, Holdings or any Parent Holding Company, whose determination will be conclusive for all purposes under the Loan Documents).

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version to the extent such version is substantively comparable and not materially more onerous to comply with), any current or future Treasury Regulations or official administrative interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above), any intergovernmental agreement, treaty or convention among Governmental Authorities (and any related fiscal or regulatory legislation, rules or official practices) implementing the foregoing.

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

"**Final DIP Order**" means a final order of the Bankruptcy Court in form and substance satisfactory to the Required Lenders in their sole discretion, in substantially the form of the Interim DIP Order, with only such modifications thereto as are reasonably necessary to convert the Interim DIP Order to a final order and such other modifications as are satisfactory to the Debtors and the Required Lenders in their sole discretion.

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

"**First Day Orders**" means the orders entered by the Bankruptcy Court in respect of first day motions and applications in respect of the Chapter 11 Cases, which shall be reasonably satisfactory in form and substance to the Required Lenders.

"**Fitch**" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"**Foreign Casualty Event**" shall have the meaning assigned to such term in Section 2.05(b)(viii).

"**Floor**" means, a rate of interest equal to 1.00% per annum.

"**Foreign Disposition**" shall have the meaning assigned to such term in Section 2.05(b)(viii).

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

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

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

"**FSHCO**" means any Subsidiary, substantially all of the assets of which consist (directly or indirectly through disregarded entities or partnerships) of Equity Interests (or Equity Interests and indebtedness treated as equity for U.S. federal income tax purposes) in one or more Subsidiaries that are CFCs and/or one or more other FSHCOs.

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

"**GAAP**" means generally accepted accounting principles (which, unless specified otherwise by the Borrower to the Administrative Agent, shall be a private company adoption) in the United States of America as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession (but excluding the policies, rules and regulations of the SEC applicable only to public companies). All ratios and computations based on GAAP contained in this Agreement shall be computed in conformity with GAAP.

"**Governmental Authority**" means any nation or government, any state, province, 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 applicable supranational bodies (such as the European Union or the European Central Bank).

"**Granting Lender**" has the meaning specified in Section 10.07(g).

"**Guarantee**" 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**" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary or 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 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 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. The term "**Guarantee**" as a verb has a corresponding meaning.

"**Guarantors**" means, collectively, Holdings, the Borrower, the Subsidiaries of the Borrower listed on Schedule 1 and each other Subsidiary of the Borrower that executes and delivers a Guaranty or guaranty supplement pursuant to the Guaranty, Section 6.12 or 6.16, unless any such Subsidiary of the Borrower has ceased to be a Guarantor pursuant to the terms hereof. For the avoidance of doubt, except as set forth in the last proviso of the definition of "Excluded Subsidiary", no CFC or FSHCO shall be a Guarantor.

"**Guaranty**" means, collectively, the Holdings Guaranty and the Subsidiary Guaranty.

"**Hazardous Materials**" means all explosive or radioactive substances or wastes, contaminants, pollutants and hazardous or toxic substances, materials or wastes, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, toxic mold, polychlorinated biphenyls, radon gas, and all other toxic substances, materials or wastes regulated pursuant to any Environmental Law due to their deleterious or dangerous properties or characteristics.

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

"**Holdings Guaranty**" means that certain Senior Secured Debtor-In-Possession Holdings Guaranty, dated as of January [●], 2026 (as amended, restated, supplemented or otherwise modified from time to time), made by Holdings in favor of the Administrative Agent on behalf of the Secured Parties.

"**Incur**" or "**incur**" means, with respect to any Indebtedness, Capital Stock or Lien, to issue, assume, guarantee, incur or otherwise become liable for such Indebtedness, Capital Stock or Lien, as applicable; *provided* that any Indebtedness, Capital Stock or Lien of a Person existing at the time such Person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "**Incurrence**" has a corresponding meaning.

"**incurrence-based baskets**" has the meaning specified in Section 1.02(k).

"**Indebtedness**" means, with respect to any Person, without duplication:

(a) the principal of any indebtedness of such Person, whether or not contingent, (i) in respect of borrowed money, (ii) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof), (iii) representing the deferred and unpaid purchase price of any property, (iv) in respect of Capitalized Lease Obligations, (v) representing any Swap Contracts, in each case, if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Swap Contracts) would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP or (vi) obligations under or in respect of receivables financings;

(b) to the extent not otherwise included, any guarantee by such Person of the Indebtedness of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business); and

(c) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person); *provided*, *however*, that the amount of such Indebtedness will be the lesser of: (i) the Fair Market Value of such asset on the date such Indebtedness was Incurred or, at the option of such Person, at such date of determination, and (ii) the amount of such Indebtedness of such other Person.

The term "Indebtedness" (x) shall not include any lease, concession or license of property (or guarantee thereof) that would be considered an operating lease under GAAP as in effect on December 31, 2018, (y) shall not include any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practices, or obligations under any license, permit or other approval (or guarantees given in respect of such obligations) Incurred prior to the Closing Date or in the ordinary course of business or consistent with past practices and (z) shall not include Indebtedness of Holdings or any Parent Holding Company appearing on the balance sheet of the Borrower Parties solely by reason of push-down accounting.

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

(i) (i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practices;

(ii) [reserved];

(iii) 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;

(iv) intercompany liabilities that would be eliminated on the consolidated balance sheet of the Borrower Parties;

(v) prepaid or deferred revenue arising in the ordinary course of business;

(vi) Cash Management Services Incurred in accordance with the Cash Management Order;

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

(viii) obligations, to the extent such obligations would otherwise constitute Indebtedness, under any agreement that has been defeased or satisfied and discharged pursuant to the terms of such agreement;

(ix) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, deferred compensatory or employee or director equity plans, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage taxes; or

(x) Capital Stock.

"**Indemnified Liabilities**" has the meaning specified in Section 10.05.

"**Indemnified Taxes**" means (a) all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), all Other Taxes.

"**Indemnitees**" has the meaning specified in Section 10.05.

"**Information**" has the meaning specified in Section 10.08.

"**Initial Budget**" means the initial budget for the 13-week period commencing on or about the Petition Date, in form and substance reasonably acceptable to the Required Lenders, a copy of which is attached as Exhibit N.

"**Initial Term Commitment**" means, as to each Initial Term Lender, its obligation to make Initial Term Loans to the Borrower pursuant to Section 2.01(a)(i) in an aggregate principal amount not to exceed the amount set forth opposite such Initial Term Lender's name on Schedule 2.01 under the caption "Initial Term Commitment" as such amount may be adjusted from time to time in accordance with this Agreement.

"**Initial Term Lender**" means (a) at any time on or prior to the Closing Date, any Lender that has an Initial Term Commitment at such time, and (b) at any time after the Closing Date, any Lender that holds Initial Term Loans at such time.

"**Initial Term Loans**" has the meaning set forth in Section 2.01(a)(i).

"**Intellectual Property Security Agreement**" means, individually and collectively, the intellectual property security agreement substantially in the form of Exhibit B to the Security Agreement, dated the date of this Agreement, together with each other intellectual property security agreement or Intellectual Property Security Agreement Supplement executed and delivered pursuant to Section 6.12, Section 6.14 or Section 6.16.

"**Intellectual Property Security Agreement Supplement**" means, collectively, any intellectual property security agreement supplement entered into in connection with, and pursuant to the terms of, any Intellectual Property Security Agreement.

"**Interest Payment Date**" means, (a) as to any Term Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Term Loan and the Maturity Date of the DIP Term Facility under which such Term Loan was made; and (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December, and the Maturity Date of the DIP Term Facility under which such Term Loan was made, commencing [March 31, 2026].

"**Interest Period**" means, as to each SOFR Loan, the period commencing on the date such SOFR Loan is disbursed or converted to or continued as a SOFR Loan and ending on the date one month thereafter (or such shorter interest period as may be agreed to by the Administrative Agent and all Lenders of the applicable Term Loan Tranche); *provided* that:

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

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

(c) no Interest Period shall extend beyond the scheduled Maturity Date of the DIP Term Facility under which such Term Loan was made; *provided*, *further*, that the Interest Period for any Term Borrowing to be made on the Closing Date (which Interest Period shall commence on the Closing Date) may end on [February 28, 2026].

"**Interim DIP Order**" means an interim order of the Bankruptcy Court that is in form and substance satisfactory to the Required Lenders (and as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of the Required Lenders (with an email from counsel being sufficient) which may be withheld in their sole discretion), in substantially the form set forth as Exhibit E, with changes to such form as are reasonably acceptable to the Debtors and acceptable to the Required Lenders in their sole discretion.

"**Investment**" means, with respect to any Person, (i) all investments by such Person in other Persons (including Affiliates) in the form of (a) loans (including guarantees of Indebtedness), (b) advances or capital contributions (excluding accounts receivable, credit card and debit card receivables, trade credit and advances or other payments made to customers, dealers, suppliers and distributors and payroll, commission, travel and similar advances to officers, directors, managers, employees consultants and independent contractors made in the ordinary course of business), and (c) purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any such other Person and (ii) investments that are required by GAAP to be classified on the balance sheet of the Borrower Parties in the same manner as the other investments included in clause (i) of this definition to the extent such transactions involve the transfer of cash or other property; *provided* that Investments shall not include, in the case of the Borrower Parties, intercompany loans, advances, or Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms), made in the ordinary course of business. If any Borrower Party sells or otherwise disposes of any Equity Interests of any Borrower Party, or any Borrower Party issues any Equity Interests, in either case, such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Borrower, the Borrower shall be deemed to have made an Investment on the date of any such sale or other disposition equal to the Fair Market Value of the Equity Interests of and all other Investments in such Borrower Party retained. In no event shall a guarantee of an operating lease of any Borrower Party be deemed an Investment.

The amount of any Investment outstanding at any time (including for purposes of calculating the amount of any Investment outstanding at any time under any provision of Section 7.05 and otherwise determining compliance with such covenant) shall be the original cost of such Investment (determined, in the case of any Investment made with assets of any Borrower Party, based on the Fair Market Value of the assets invested and without taking into account subsequent increases or decreases in value), reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash by any Borrower Party in respect of such Investment and shall be net of any Investment by such Person in any Borrower Party.

"**Investment Grade Rating**" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's, BBB- (or the equivalent) by S&P and BBB- (or the equivalent) by Fitch, or an equivalent rating by any other Rating Agency.

"**Investment Grade Securities**" means:

(1) securities issued or directly guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents),

(2) securities that have an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Borrower and its Subsidiaries,

(3) investments in any fund that invests at least 90.0% of its assets in investments of the type described in clauses (1) and (2) above and clause (4) below which fund may also hold immaterial amounts of cash pending investment and/or distribution, and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition.

"**IP Rights**" has the meaning specified in Section 5.16.

"**IRS**" means the United States Internal Revenue Service.

"**ISDA CDS Definitions**" has the meaning specified in Section 10.01.

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

"**Joint Venture**" means any joint venture or similar arrangement (in each case, regardless of legal formation), including but not limited to collaboration arrangements, profit sharing arrangements or other contractual arrangements.

"**Judgment Currency**" has the meaning specified in Section 10.23.

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

"**Legal Reservations**" means with respect to any Loan Party that is not a U.S. Loan Party:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court, the limitation of enforcement by laws relating to insolvency, bankruptcy, liquidation, judicial management, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and similar principles or limitations under the laws of any applicable jurisdiction;

(b) the time barring of claims under applicable limitation laws, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defenses of set-off or counterclaim and similar principles or limitations under the laws of any applicable jurisdiction;

(c) any general principles, reservations or qualifications, in each case as to matters of law as set out in any legal opinion delivered to the Administrative Agent in connection with any provision of any Loan Document;

(d) the principle that any additional interest imposed under any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(e) the principle that in certain circumstances security granted by way of fixed charge may be characterized as a floating charge or that security purported to be constituted by way of an assignment may be re-characterized as a charge;

(f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;

(g) the principle that the creation or purported creation of security over any contract or agreement which is subject to a prohibition against transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach entitling the contracting party to terminate or take any other action in relation to such contract or agreement;

(h) provisions of a contract being invalid or unenforceable for reasons of oppression or undue influence; and

(i) similar principles, rights and defenses under the laws of any relevant jurisdiction.

"**Lender**" means each Person listed on the signature pages hereto as a Lender and their respective successors and assigns as permitted hereunder.

"**Lending Office**" means, as to any Lender, the office or offices or branch of such Lender or any of its Affiliates described as such in such Lender's Administrative Questionnaire, or such other office or offices or as a Lender or any of its Affiliates may from time to time notify the Borrower and the Administrative Agent.

"**Lien**" means, with respect to any asset, any mortgage, lien, pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code or the PPSA (or equivalent or similar statutes) of any jurisdiction); *provided* that in no event shall an operating lease, an agreement to sell, or a non-exclusive license of IP Rights be deemed to constitute a Lien.

"**Liquidity Shortfall**" has the meaning specified in the RSA.

"**LLC Conversion**" means the conversion of any Subsidiary of the Borrower that is a U.S. Subsidiary from a corporation into a limited liability company.

"**LLC Division**" means the statutory division of any limited liability company into two or more limited liability companies pursuant to Section 18-217 of the Delaware Limited Liability Company Act or a comparable provision of any other Law.

"**Loan Documents**" means, collectively, (i) this Agreement, (ii) [the Term Notes], (iii) the Guaranty, (iv) the Collateral Documents, (v) the Orders and (vi) any other document or agreement

designated as such by the Borrower and the Administrative Agent (acting at the Direction of the Required Lenders).

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

"**LP Division**" means the statutory division of any limited partnership into two or more limited partnerships pursuant to Section 17-220 of the Delaware Limited Partnership Act or a comparable provision of any other Law.

"**Margin Stock**" has the meaning assigned to such term in Regulation U of the FRB as from time to time in effect.

"**Master Consent to Assignment**" means that certain Master Consent to Assignment, dated as of the Closing Date, among the Borrower, the Administrative Agent and the Fronting Lender, as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, financial condition, or results of operations of the Borrower Parties, taken as a whole, (ii) the ability of the Loan Parties (taken as a whole) to perform their respective obligations under the Loan Documents, or (iii) the rights or remedies of the Agents or the Lenders under the Loan Documents (taken as a whole) (other than, in the case of this clause (iii), solely as a result of any action taken by the Agents or the Lenders (excluding any action against any Agent or Lender taken by Holdings, the Borrower, their respective Subsidiaries or their respective Affiliates)); *provided* that Material Adverse Effect shall expressly exclude the effect of (A) the filing of the Chapter 11 Cases, the events and conditions resulting from or leading up thereto and/or typically resulting from the filing of cases under chapter 11 of the Bankruptcy Code, (B) any action required to be taken under the Loan Documents or the Orders, (C) any matters (including, for the avoidance of doubt, any litigation) disclosed in the Schedules hereto and/or publicly disclosed in any first day pleadings or declarations filed in the Chapter 11 Cases, and (D) any matters publicly disclosed prior to the filing of the Chapter 11 Cases.

"**Material Intellectual Property**" means intellectual property that is material to the Borrower and its Subsidiaries, taken as a whole.

"**Material Real Property**" means any parcel of real property (other than a parcel with a Fair Market Value (determined at the time of the acquisition thereof) of less than $1,000,000 and other than a parcel constituting Excluded Property) owned in fee by a Loan Party and located in the United States; *provided*, *however*, that one or more parcels owned in fee by a Loan Party and located adjacent to, contiguous with, or in close proximity to, and comprising one property with a common street address, may, in the reasonable discretion of the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably), be deemed to be one parcel for purposes of this definition.

"**Maturity Date**" means the earliest of (i) the six month anniversary of the Closing Date, (ii) the consummation (as defined in 11 U.S.C. § 1101(2)) of any plan of reorganization under the Chapter 11 Cases, including pursuant to a Chapter 11 Plan that has been confirmed by the Confirmation Order, (iii) the consummation of a sale or other disposition of all or substantially all assets of the Debtors, taken as a whole, under section 363 of the Bankruptcy Code and (iv) the date of acceleration of the Term Loans and the termination of unused Term Commitments with respect to the DIP Term Facility in accordance with the terms of this Agreement; *provided* that if any such day is not a Business Day, the Maturity Date shall be the Business Day immediately after such day.

"**Maximum Rate**" has the meaning specified in Section 10.10.

"**Milestones**" has the meaning specified in Section 6.24.

"**Moody's**" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"**Multiemployer Plan**" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, to which any Loan Party makes or is obligated to make contributions or has any liability or any obligation to contribute, whether fixed or contingent, including on account of an ERISA Affiliate.

"**Natural Person**" means (a) any natural person or (b) a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of one or more natural persons.

"**Net Cash Proceeds**" means:

(a) with respect to the Disposition of any asset by any Borrower Party or any Casualty Event, 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 received by or paid to or for the account of any Borrower Party and including any proceeds received as a result of unwinding any related Swap Contract in connection with any related transaction) net of (ii) the sum of:

(A) the principal amount of any Indebtedness that is secured by a Lien on the asset subject to such Disposition or Casualty Event and that is required to be repaid in connection with such Disposition or Casualty Event (other than (x) Indebtedness under the Loan Documents, (y) any Prepetition Secured Indebtedness and (z) if such asset constitutes Collateral, any Indebtedness secured by such asset with a Lien ranking *pari passu* with or junior to the Lien securing the Obligations, together with any applicable premiums, penalties, interest or breakage costs),

(B) the fees and out-of-pocket expenses incurred by any Borrower Party in connection with such Disposition or Casualty Event (including attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer Taxes, deed or mortgage recording Taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith) in each case to the extent typically payable at or in connection with the closing of such Disposition,

(C) without duplication of Taxes described in clause (B) above, all Taxes paid or reasonably estimated to be payable and tax reserves set aside or payable or accrued as a liability under GAAP in connection with such Disposition or Casualty Event (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution or deemed distribution of such proceeds to such Borrower Party, transfer taxes, deed or mortgage recording taxes and Taxes that would be payable in connection with any repatriation of such proceeds), and including any distribution or payment for Related Taxes as a result of or in connection with such Disposition or Casualty Event and any repatriation costs (including Taxes) associated with receipt or distribution by the applicable taxpayer of such proceeds,

(D) any costs associated with unwinding any related Swap Contract in connection with such transaction,

(E) any reserve for adjustment in respect of (x) the sale price of the property that is the subject of such Disposition established in accordance with GAAP and (y) any liabilities associated with such property and retained by any Borrower Party after such Disposition, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, and it being understood that "Net Cash Proceeds" shall include, without limitation, any cash or Cash Equivalents (i) received upon the Disposition of any non-cash consideration received by any Borrower Party 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 this clause (E),

(F) in the case of any Disposition or Casualty Event by a Borrower Party that is a Joint Venture or other Borrower Party that is not a Wholly Owned Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (F)) attributable to the minority interests and not available for distribution to or for the account of Holdings or a Wholly Owned Subsidiary of the Borrower as a result thereof, and

(G) any amounts used to repay or return any customer deposits required to be repaid or returned as a result of any Disposition or Casualty Event;

(b) with respect to the incurrence or issuance of any Indebtedness by any Borrower Party, the excess, if any, of (i) the sum of the cash received in connection with such incurrence or issuance and in connection with unwinding any related Swap Contract in connection therewith net of (ii) the investment banking fees, underwriting discounts and commissions, premiums, expenses, accrued interest and fees related thereto, Taxes reasonably estimated to be payable (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to such Borrower Party, and including any tax distribution made as a result of or in connection with the issuance of such Indebtedness) and other out-of-pocket expenses and other customary expenses, incurred by any Borrower Party in connection with such incurrence or issuance and any costs associated with unwinding any related Swap Contract in connection therewith and, in the case of Indebtedness of any Non-U.S. Subsidiary, deductions in respect of withholding taxes that are or would otherwise be payable in cash if such funds were repatriated to the United States; and

(c) with respect to any issuance of Capital Stock by any Person, the excess, if any, of (A) the sum of the cash received in connection with such issuance net of (B) the investment banking fees, underwriting discounts and commissions, premiums, expenses and fees related thereto, Taxes reasonably estimated to be payable (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to such Borrower Party, and including any tax distribution made as a result of or in connection with the issuance of such Capital Stock) and other out-of-pocket expenses and other customary expenses, incurred by such Person in connection with such issuance; *provided* that, in the case of any issuance of Capital Stock by any direct or indirect parent of the Borrower, the amount thereof shall be limited to the amount of cash from such issuance of Capital Stock contributed to the capital of the Borrower.

"**net short position**" has the meaning ascribed to such term in Section 10.01.

"**Net Short Lender**" has the meaning ascribed to such term in Section 10.01.

"**New Equity Interests**" has the meaning ascribed to such term in the RSA.

"**Non-Consenting Lender**" has the meaning specified in Section 3.08(c).

"**Non-Defaulting Lender**" means any Lender other than a Defaulting Lender.

"**Non-Loan Party Subsidiary**" means any Subsidiary of the Borrower that is not a Borrower or a Guarantor.

"**Non-U.S. Lender**" means a lender that is not a U.S. Person.

"**Non-U.S. Subsidiary**" means any direct or indirect Subsidiary of the Borrower that is not a U.S. Subsidiary.

"**NPL**" means the National Priorities List under CERCLA.

"**NYFRB**" means the Federal Reserve Bank of New York.

"**Obligations**" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Term Loan, in each case 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 of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include (a) the obligation to pay principal, interest, charges, expenses, fees, indemnities and other amounts payable by any Loan Party under any Loan Document and (b) the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing pursuant to Section 10.04.

"**OFAC**" shall have the meaning specified in the definition of Sanctions Laws and Regulations.

"**Orders**" means individually or collectively, as the context may require, the Interim DIP Order and the Final DIP Order.

"**Organization Documents**" means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction) or any stockholder(s) agreement, (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating or limited liability company agreement (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction) and (c) with respect to any partnership, Joint Venture, trust or other form of business entity, the partnership, Joint Venture, trust or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

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

"**Other Taxes**" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with

respect to, any Loan Document, except any such Taxes that are Other Connection Taxes that are imposed with respect to an assignment (other than an assignment made pursuant to Section 3.08).

"**Outstanding Amount**" means on any date, the aggregate outstanding principal Dollar Amount thereof after giving effect to any Term Borrowings and prepayments or repayments of the Term Loans occurring on such date.

"**Parent Holding Company**" means any direct or indirect parent entity of Holdings which holds directly or indirectly 100.0% of the Equity Interests of Holdings and which does not hold Capital Stock in any other Person (except for any other Parent Holding Company).

"**Participant**" has the meaning specified in Section 10.07(d).

"**Participant Register**" has the meaning specified in Section 10.07(m).

"**Participating Lender**" means each Backstop Party and each Electing Lender (each as defined in the Backstop Commitment Letter).

"**Participating Member State**" means each state as described in any EMU Legislation.

"**PATRIOT Act**" has the meaning specified in Section 10.22.

"**Payment Recipient**" has the meaning assigned to it in Section 9.19(a).

"**Payment Block**" means any of the circumstances described in Section 2.05(b)(viii) and (ix).

"**PBGC**" means the Pension Benefit Guaranty Corporation.

"**PCMLTF Act**" has the meaning assigned to it in Section 4.01(h).

"**Pension Funding Rules**" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Plans and set forth in Section 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"**Permitted Debt**" has the meaning specified in Section 7.01.

"**Permitted Holders**" means, each of (a) the Sponsor, (b) directors, managers and members of management of the Borrower (or any Permitted Parent (other than clause (c) of the definition thereof)) or its Subsidiaries that have ownership interests in the Borrower (or such Permitted Parent (other than clause (c) of the definition thereof)), (c) any other Person that directly or indirectly has ownership interests in the Borrower (or such Permitted Parent (other than clause (c) of the definition thereof)) on the Petition Date, (d) any person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date hereof) of which any of the Persons described in clause (a), (b) or (c) above are members; *provided* that, without giving effect to the existence of such group or any other group, any of the Persons described in clauses (a), (b), and (c), collectively, beneficially own Voting Stock representing 50.0% or more of the total voting power of the Voting Stock of the Borrower (or any Permitted Parent (other than clause (c) of the definition thereof)) then held by such group and (e) any Permitted Parent.

"**Permitted Investments**" means:

(1) any Investment in cash and Cash Equivalents or Investment Grade Securities and Investments that were Cash Equivalents or Investment Grade Securities when made;

(2) any Investment in any Loan Party;

(3) any Investments by Non-Loan Party Subsidiaries in other Non-Loan Party Subsidiaries, in each case, in the ordinary course of business; *provided*, that this clause (3) shall not permit Investments made by any Non-Loan Party Subsidiary that is a Debtor in any Non-Loan Party Subsidiary that is not a Debtor;

(4) [reserved];

(5) any Investment in securities or other assets received in connection with an Asset Sale made pursuant to Section 7.04;

(6) any Investment (x) existing on the Petition Date and listed on Schedule 7.05, (y) made pursuant to binding commitments in effect on the Petition Date and listed on Schedule 7.05 or (z) that replaces, refinances, refunds, renews, modifies, amends or extends any Investment described under either of the immediately preceding clauses (x) or (y); *provided* that any such Investment is in an amount that does not exceed the amount replaced, refinanced, refunded, renewed, modified, amended or extended, except as independently permitted under another clause of this definition;

(7) loans and advances to, or guarantees of Indebtedness of, employees, directors, officers, managers, consultants or independent contractors, in each case, in the ordinary course of business; *provided* that loans and advances, or guarantees of Indebtedness shall not exceed an aggregate amount, taken together with all other Investments made pursuant to this clause (7) that are at the time outstanding, not in excess of $500,000 outstanding at any one time in the aggregate;

(8) loans and advances to officers, directors, employees, managers, consultants and independent contractors for business related travel and entertainment expenses, moving and relocation expenses and other similar expenses, in each case, in the ordinary course of business;

(9) any Investment (x) acquired by any Borrower Party (a) in exchange for any other Investment or accounts receivable held by the Borrower or any such Borrower Party in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization by the Borrower or any such Borrower Party of such other Investment or accounts receivable, or (b) as a result of a foreclosure or other remedial action by any Borrower Party with respect to any Investment or other transfer of title with respect to any Investment in default and (y) received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of any Borrower Party, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer, or (B) litigation, arbitration or other disputes;

(10) Swap Contracts and Cash Management Services permitted under Section 7.01(j), including any payments in connection with the termination thereof;

(11) [reserved];

(12) so long as no Event of Default has occurred and is continuing, additional Investments by any Borrower Party in an aggregate amount, taken together with all other Investments made pursuant to this clause (12) that are at the time outstanding, not to exceed $8,000,000 outstanding at any one time in the aggregate;

(13) any transaction to the extent it constitutes an Investment that is permitted and made in accordance with the provisions of Section 6.18(b) (except transactions described in clause (2) of such Section 6.18(b));

(14) [reserved];

(15) [reserved];

(16) Investments consisting of purchases or acquisitions of inventory, supplies, materials and equipment or purchases, acquisitions, in-bound licenses or sublicenses, leases or subleases of intellectual property, or other rights or assets, in each case, in the ordinary course of business;

(17) [reserved];

(18) Investments consisting of (v) Liens permitted under Section 7.02, (w) Indebtedness (including guarantees) permitted under Section 7.01, (x) mergers, amalgamations, consolidations and transfers of all or substantially all assets permitted under Section 7.03, (y) Asset Sales permitted under Section 7.04, or (z) Restricted Payments permitted under Section 7.05;

(19) to the extent constituting an Investment, advances in respect of transfer pricing and cost-sharing arrangements (i.e., "cost-plus" arrangements) that are in the ordinary course of business;

(20) guarantees of Indebtedness permitted to be Incurred under Section 7.01 and obligations relating to such Indebtedness and guarantees (other than guarantees of Indebtedness) and other Contingent Obligations in the ordinary course of business;

(21) advances, loans or extensions of trade credit in the ordinary course of business by any Borrower Party;

(22) Investments consisting of purchases and acquisitions of assets (but not Capital Stock of any other Person) or services in the ordinary course of business;

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

(24) intercompany current liabilities owed to Joint Ventures Incurred in the ordinary course of business in connection with the cash management operations of the Borrower and its Subsidiaries;

(25) [reserved];

(26) [reserved];

(27) accounts receivable, security deposits and prepayments and other credits granted or made in the ordinary course of business and any Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and others, including in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, such account debtors and others, in each case in the ordinary course of business;

(28) Investments acquired as a result of a foreclosure by any Borrower Party with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;

(29) Investments resulting from pledges and deposits that are Permitted Liens;

(30) acquisitions of obligations of one or more officers or other employees of any direct or indirect parent of the Borrower, the Borrower or any Subsidiary of the Borrower in connection with such officer's or employee's acquisition of Equity Interests of any direct or indirect parent of the Borrower, so long as no cash is actually advanced by any Borrower Party to such officers or employees in connection with the acquisition of any such obligations;

(31) guarantees of operating leases (for the avoidance of doubt, excluding Capitalized Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case, entered into by any Borrower Party in the ordinary course of business;

(32) [reserved];

(33) non-cash Investments made in connection with tax planning and reorganization activities;

(34) [reserved];

(35) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client and customer contracts and loans or advances made to, and guarantees with respect to obligations of, distributors, suppliers, licensors and licensees in the ordinary course of business;

(36) [reserved]; and

(37) [reserved].

Notwithstanding anything to the contrary herein, any Investments made by the Borrower, Holdings or any of its Subsidiaries in Vanga after the Closing Date shall not constitute Permitted Investments and shall constitute Restricted Investments.

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

(1) (i) Liens Incurred in connection with workers' compensation laws, unemployment insurance laws or similar legislation, or in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or to secure public or statutory obligations of such Person or to secure surety, stay, customs or appeal bonds to which such Person is a party, or as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business and (ii) adequate assurances of payment" as that term is used in section 366 of the Bankruptcy Code;

(2) Liens imposed by law, such as carriers', warehousemen's, landlords', materialmen's, repairman's, construction contractors', mechanics', airports', navigation authority's or other like Liens, in each case for sums arising after the Petition Date that are not yet overdue by more than 60 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review (or which, if due and payable, are being contested in good faith by appropriate proceedings and for which adequate reserves are being maintained, to the extent required by GAAP) or with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect as determined in good faith by management of the Borrower or a direct or indirect parent of the Borrower;

(3) Liens for Taxes, assessments or other governmental charges or levies (i) which are not yet overdue for a period more than 60 days), (ii) which are not yet due or payable, (iii) which are being contested in good faith by appropriate proceedings and for which adequate reserves are being maintained to the extent required by GAAP, (iv) for property Taxes on property such Person or one of its Subsidiaries has determined to abandon if the sole recourse for such Tax, assessment, charge, levy or claim is to such property, (v) Liens arising from the nonpayment of Taxes, the nonpayment of which is permitted or required by the Bankruptcy Code or (vi) with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect as determined in good faith by management of the Borrower or a direct or indirect parent of the Borrower;

(4) Liens in favor of the issuers of performance and surety bonds, bid, indemnity, warranty, release, appeal or similar bonds or with respect to regulatory requirements or letters of credit or bankers' acceptances issued and completion of guarantees provided for, in each case, pursuant to the request of and for the account of such Person in the ordinary course of its business;

(5) as to real property of such Person, survey exceptions, encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights-of-way, servitudes, sewers, electric lines, drains, telegraph and telephone and cable television lines, gas and oil pipelines and other similar purposes, reservations of rights or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which do not in the aggregate materially adversely interfere with the ordinary conduct of the business of such Person;

(6) Liens Incurred to secure obligations in respect of Indebtedness permitted to be Incurred pursuant to Section 7.01(a), (b) or (d) and obligations secured ratably thereunder, in each case, subject to the Orders; *provided* that, in the case of Liens securing Indebtedness permitted to be incurred pursuant to Section 7.01(d), such Lien extends only to the fixed or capital assets subject to the acquisition, lease, construction, repair, replacement or improvement of which is financed thereby and any replacements, additions and accessions thereto and any income or profits thereof; *provided*, *further*, that individual financings provided by a lender may be cross collateralized to other financings provided by such lender or its affiliates;

(7) Liens on assets of any Borrower Party existing on the Petition Date (i) securing Prepetition Secured Indebtedness or (ii) listed on Schedule 7.02; *provided* that such Lien does not secure any obligation other than those it secured on the Petition Date;

(8) Liens granted pursuant to any Order (including Liens granted to provide adequate protection and the Carve Out);

(9) [reserved];

(10) [reserved];

(11) Liens securing Swap Contracts Incurred in accordance with Section 7.01;

(12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit entered into in the ordinary course of business issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) [reserved];

(14) Liens arising from, or from Uniform Commercial Code or PPSA financing statement filings regarding, operating leases or consignments entered into by any Borrower Party in the ordinary course of business;

(15) Liens in favor of the Borrower or any Subsidiary Guarantor;

(16) [reserved];

(17) deposits made or other security provided in the ordinary course of business to secure liability to insurance carriers or under self-insurance arrangements in respect of such obligations;

(18) [reserved];

(19) grants of software, technology and other intellectual property licenses, in each case, in the ordinary course of business;

(20) Post-petition judgment and attachment Liens not giving rise to an Event of Default pursuant to Section 8.01(f), (g) or (h) and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(21) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(22) Liens Incurred to secure Cash Management Services and other "bank products" (including those described in Sections 7.01(j)) ;

(23) [reserved];

(24) [reserved];

(25) other Liens securing obligations other than Indebtedness for borrowed money in an aggregate principal amount of which does not exceed $7,000,000 at any one time outstanding; *provided* that in the event that the Liens incurred pursuant to this clause (25) are secured by Liens on any Collateral, then such Liens shall rank on a junior basis with Liens on the Collateral securing the Obligations, and such Indebtedness shall be subject to applicable intercreditor arrangements reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Lenders);

(26) [reserved];

(27) Liens on equipment of any Borrower Party granted in the ordinary course of business to any Borrower Party's client at which such equipment is located;

(28) [reserved];

(29) [reserved];

(30) 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 and exportation of goods in the ordinary course of business;

(31) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code, or any comparable or successor provision, on items in the course of collection; (ii) attaching to

pooling, commodity trading accounts or other commodity brokerage accounts Incurred in the ordinary course of business; and (iii) in favor of banking or other financial institutions or entities, or electronic payment service providers, arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking or finance industry;

(32) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other Persons not given in connection with the issuance of Indebtedness; (ii) relating to pooled deposit or sweep accounts of any Borrower Party to permit satisfaction of overdraft or similar obligations Incurred in the ordinary course of business of any Borrower Party; or (iii) relating to purchase orders and other agreements entered into with customers of any Borrower Party in the ordinary course of business;

(33) any encumbrance or restriction (including put and call arrangements) with respect to Equity Interests of any Joint Venture or similar arrangement pursuant to any Joint Venture or similar agreement;

(34) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto; *provided* that such financing is approved by the Bankruptcy Court pursuant to an order reasonably satisfactory to the Required Lenders;

(35) [reserved];

(36) [reserved];

(37) [reserved];

(38) Liens arising solely by virtue of any statutory or common law provision or customary business provision relating to banker's liens, rights of set-off or similar rights;

(39) Liens on cash collateral in respect of letters of credit entered into in the ordinary course of business and Liens on cash collateral granted in favor of any lender created as a result of any requirement or option to cash collateralize pursuant to any ABL Loan Documents;

(40) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;

(41) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents under clause (4) of the definition thereof;

(42) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts Incurred in the ordinary course of business and not for speculative purposes;

(43) rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by any Borrower Party or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(44) restrictive covenants affecting the use to which real property may be put; *provided* that such covenants are complied with;

(45) security given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of business;

(46) zoning by-laws and other land use restrictions, including, without limitation, site plan agreements, development agreements and contract zoning agreements;

(47) [reserved];

(48) [reserved];

(49) Liens on cash and Cash Equivalents to secure reimbursement obligations in favor of credit card issuers in the ordinary course of business;

(50) Liens securing Cash Management Obligations and Secured Swap Obligations; and

(51) Liens granted pursuant to any Order (including Liens granted to provide adequate protection and the Carve Out).

For all purposes hereunder, (i) a Lien need not be Incurred solely by reference to one category of Permitted Liens described in this definition but may be Incurred under any combination of such categories (including in part under one such category and in part under any other such category) and (ii) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Borrower may, in its sole discretion, classify or reclassify such Lien (or any portion thereof) in any manner that complies with this definition.

"**Permitted Parent**" means (a) any direct or indirect parent of the Borrower so long as a Permitted Holder pursuant to clause (a), (b), (c) or (d) of the definition thereof holds 50.0% or more of the Voting Stock of such direct or indirect parent of the Borrower, (b) Holdings, so long as it constitutes a Permitted Holder pursuant to clause (a), (b), (c) or (d) of the definition thereof, and (c) any Public Company (or Wholly Owned Subsidiary of such Public Company) to the extent and until such time as any Person or group (other than a Permitted Holder under clause (a), (b), (c) or (d) of the definition thereof) is deemed to be or become a beneficial owner of Voting Stock of such Public Company representing more than 50.0% of the total voting power of the Voting Stock of such Public Company.

"**Permitted Tax Amount**" means, for any taxable period for which the Borrower or any of its Subsidiaries is a member (or is an entity treated as disregarded from a member) of a group filing a consolidated, group, affiliate, unitary, combined, or similar tax return with any direct or indirect parent of the Borrower for federal, state, foreign, provincial or local income or similar Tax purposes, any dividends or other distributions to fund any such income or similar Taxes of such group for which such parent is liable up to an aggregate amount not to exceed with respect to such Taxes the amount of any such Taxes that the Borrower and its applicable Subsidiaries would have been required to pay for such taxable period on a separate company basis or on a consolidated basis if the Borrower had paid such Tax on a separate company basis or the Borrower and its applicable Subsidiaries had paid such Tax on a consolidated, combined, group, affiliated, unitary or similar basis on behalf of a consolidated, combined, affiliated, unitary or similar group consisting only of the Borrower and its applicable Subsidiaries for all applicable taxable periods.

"**Person**" means any individual, corporation, company, partnership, limited liability company, Joint Venture, association, joint stock company, trust, unincorporated organization, government (or any agency or political subdivision thereof) or any other entity.

"**Petition Date**" has the meaning assigned to such term in the Preliminary Statements herein.

"**Plan**" means any "employee benefit plan" (other than a Multiemployer Plan) within the meaning of Section 3(3) of ERISA that is maintained or is contributed to by a Loan Party or under which any Loan Party has any liability, including on account of an ERISA Affiliate, or any obligation to contribute to, whether fixed or contingent, and, in any case, is subject to Title IV of ERISA or the minimum funding standards under Section 412 of the Code or Section 302 of ERISA.

"**Plan Effective Date**" means the date of the substantial consummation (as defined in section 1101(2) of the Bankruptcy Code, which for purposes hereof shall be no later than the effective date) of an Acceptable Plan of Reorganization.

"**Platform**" has the meaning specified in Section 6.02.

"**Pledged Debt**" means "Pledged Debt" (or similar term) as defined in the Security Agreement.

"**Post-Petition**" means the time period commencing immediately upon the filing of the Chapter 11 Cases.

"**Pledged Interests**" means "Pledged Interests" (or similar term) as defined in the Security Agreement.

"**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.

"**Preferred Stock**" means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution or winding up.

"**Prepayment Amount**" has the meaning specified in Section 2.05(c).

"**Prepayment Date**" has the meaning specified in Section 2.05(c).

"**Prepetition ABL Agent**" shall mean Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent under the Prepetition ABL Loan Documents, or any successor administrative agent or collateral agent or other agent appointed under the Prepetition ABL Loan Documents in accordance with the provisions thereof.

"**Prepetition ABL Credit Agreement**" shall mean that certain Amended and Restated ABL Credit and Guarantee Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented, modified, substituted, replaced or refinanced, in whole or in part, prior to the Petition Date), among the Borrower, as the parent borrower, the other borrowers from time to time party thereto, Holdings, the guarantors party thereto, the Prepetition ABL Lenders and the Prepetition ABL Agent.

"**Prepetition ABL Facility**" means the asset-based revolving credit facility made available to the Borrower pursuant to the Prepetition ABL Credit Agreement.

"**Prepetition ABL Lenders**" means the "Lenders" as defined in the Prepetition ABL Credit Agreement.

"**Prepetition ABL Loan Documents**" shall mean the Prepetition ABL Credit Agreement and the other "Loan Documents" (as defined in the Prepetition ABL Credit Agreement).

"**Prepetition ABL Priority Collateral**" shall have the meaning given to such term in the Prepetition ABL/Term Loan Intercreditor Agreement.

"**Prepetition ABL/Term Loan Intercreditor Agreement**" means that certain Intercreditor Agreement, dated as October 1, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date), between the Prepetition First Lien Term Loan Collateral Agent and the Prepetition ABL Agent, and acknowledged by certain of the Loan Parties.

"**Prepetition First Lien/Second Lien Intercreditor Agreement**" means that certain First Lien/Second Lien Intercreditor Agreement, dated as October 1, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date), between the Prepetition First Lien Term Loan Collateral Agent and the Prepetition ABL Agent, and acknowledged by certain of the Loan Parties.

"**Prepetition First Lien Secured Debt**" means any secured Indebtedness of any Debtor outstanding on the Petition Date under any of the Prepetition First Lien Term Loan Credit Agreement and Prepetition ABL Credit Agreement.

"**Prepetition First Lien Term Loan Collateral Agent**" shall mean UBS AG, Stamford Branch, in its capacity as administrative agent and collateral agent under the Prepetition First Lien Term Loan Documents, or any successor administrative agent or collateral agent or other agent appointed under the Prepetition First Lien Term Loan Documents in accordance with the provisions thereof.

"**Prepetition First Lien Term Loan Credit Agreement**" means that certain First Lien Term Loan Credit Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented, modified, substituted, replaced or refinanced, in whole or in part, prior to the Petition Date) among the Borrower, Holdings, the guarantors party thereto, the lenders party thereto and the other parties party thereto.

"**Prepetition First Lien Term Loan Documents**" means the "Loan Documents" as defined in the Prepetition First Lien Term Loan Credit Agreement.

"**Prepetition First Lien Term Loan Lenders**" means the "Lenders" as defined in the Prepetition First Lien Term Loan Credit Agreement.

"**Prepetition First Lien Tranche A Term Loans**" means the "Third Amendment Tranche A Term Loans" as defined in the Prepetition First Lien Term Loan Credit Agreement.

"**Prepetition Indebtedness**" means, collectively, Prepetition Secured Indebtedness and any other Indebtedness of any Debtor outstanding on the Petition Date and set forth on Schedule 7.01.

"**Prepetition Second Lien Collateral Agent**" shall mean UBS AG, Stamford Branch, in its capacity as administrative agent and collateral agent under the Prepetition Second Lien Documents, or any successor administrative agent or collateral agent or other agent appointed under the Prepetition Second Lien Documents in accordance with the provisions thereof.

"**Prepetition Second Lien Credit Agreement**" means that certain Second Lien Term Loan Credit Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented, modified, substituted, replaced or refinanced, in whole or in part, prior to the Petition Date), among Holdings, the Borrower, the lenders party thereto from time to time and UBS AG, Stamford Branch, as administrative agent and collateral agent.

"**Prepetition Second Lien Lenders**" means the "Lenders" as defined in the Prepetition Second Lien Credit Agreement.

"**Prepetition Second Lien Secured Debt**" means any secured Indebtedness of any Debtor outstanding on the Petition Date under the Prepetition Second Lien Credit Agreement.

"**Prepetition Second Lien Term Loan Documents**" means the "Loan Documents" as defined in the Prepetition Second Lien Credit Agreement.

"**Prepetition Secured Indebtedness**" means, collectively, Prepetition First Lien Secured Debt and Prepetition Second Lien Secured Debt.

"**Primary Disqualified Institution**" has the meaning specified in the definition of "Disqualified Institution".

"**primary obligations**" has the meaning specified in the definition of "Contingent Obligations".

"**primary obligor**" has the meaning specified in the definition of "Contingent Obligations".

"**Prime Lending Rate**" means, for any day, the rate of interest last quoted by *The Wall Street Journal* as the "Prime Rate" in the U.S. for such day or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the FRB in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate for such day or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the FRB (as determined by the Administrative Agent), in each case, for such day. Each change in the Prime Lending Rate shall be effective on the date that such change is publicly announced or quoted as being effective.

"**Pro Rata Share**" means, with respect to each Lender, at any time a fraction (expressed as a percentage carried out to the ninth decimal place, and subject to adjustment as provided in Section 2.17), the numerator of which is the amount of the Term Commitments and, if applicable and without duplication, Term Loans of such Lender under the DIP Term Facility at such time and the denominator of which is the amount of the Aggregate Commitments under the DIP Term Facility and, if applicable and without duplication, Term Loans under the DIP Term Facility at such time.

"**Professional Fee Disbursements**" means the disbursements of the type identified as "Professional Fees" (or any similar term) provided under the Initial Budget and subsequent Approved Budget.

"**Professional Fee Escrow Account**" means any account contemplated by paragraph 5 of the Orders.

"**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**" means any Person with a class or series of Voting Stock that is traded on a stock exchange or in the over-the-counter market.

"**Public Company Costs**" means, as to any Person, fees, costs and expenses associated with becoming a standalone entity or a public company and public company costs (including, for the avoidance of doubt, fees, costs and expenses relating to compliance with the provisions of the Securities Act and the Exchange Act (or similar regulations applicable in other listing jurisdictions), as applicable to companies with equity securities held by the public, costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes Oxley Act of 2002 (or similar non-U.S. regulations) and the rules and regulations promulgated in connection therewith (or similar regulations applicable in other listing jurisdictions), the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, costs and expenses relating to investor relations, shareholder meetings and reports to shareholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees, in each case to the extent arising solely by virtue of the initial listing of such Person's equity securities on a national securities exchange (or similar non-U.S. exchange)).

"**Public Lender**" has the meaning specified in Section 6.02.

"**Public Side Information**" has the meaning specified in Section 6.02.

"**Rating Agency**" means (1) each of Fitch, Moody's and S&P and (2) if Fitch, Moody's or S&P ceases to rate the DIP Term Facility for reasons outside of the Borrower's control, a "nationally recognized statistical rating organization" within the meaning of Section 3 under the Exchange Act selected by the Borrower or any direct or indirect parent of the Borrower as a replacement agency for Fitch, Moody's or S&P, as the case may be.

"**Recipient**" means the Administrative Agent or any Lender.

"**Related Fund**" means, with respect to any Lender that is an investment fund, any other investment fund that invests in bank or commercial loans and similar extensions of credit and that is managed or advised by the same investment advisor of such Lender or by an Affiliate of such investment advisor.

"**Register**" has the meaning specified in Section 10.07(c).

"**Related Taxes**" means (i) any Taxes, including, without limitation, sales, use, transfer, rental, ad valorem, value added, stamp, property, consumption, franchise, license, capital, registration, business, customs, net worth, gross receipts, excise, occupancy, intangibles or similar Taxes and other fees and expenses (other than (x) Taxes measured by income and (y) withholding Taxes), required to be paid (provided such Taxes are in fact paid) by any direct or indirect parent of the Borrower by virtue of its: (a) being organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than, directly or indirectly, the Borrower or any of the Borrower's Subsidiaries) or otherwise maintain its existence or good standing under applicable law, (b) being a holding company parent, directly or indirectly, of the Borrower or any Subsidiaries of the Borrower, (c) receiving dividends from or other distributions in respect of the Capital Stock of, directly or indirectly, the Borrower or any Subsidiaries of the Borrower, or (d) having made any payment in respect to any of the items for which the Borrower is permitted to make payments to any direct or indirect parent thereof pursuant to Section 7.05; and (ii) without duplication, any Permitted Tax Amount.

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the partners, members, directors, managers, officers, employees, agents, attorneys-in-fact, trustees and advisors of such Person and of such Person's Affiliates.

"**Release**" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, migration, or leaching into or through the Environment.

"**Relevant Governmental Body**" means the FRB and/or the NYFRB, or a committee officially endorsed or convened by the FRB and/or the NYFRB or any successor thereto.

"**Relevant Transaction**" has the meaning specified in Section 2.05(b)(ii).

"**Replaceable Lender**" has the meaning specified in Section 3.08(a).

"**Reportable Event**" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"**Required Lenders**" means, as of any date of determination, Lenders having more than 50.0% of the sum of the (a) Total Outstandings (with the aggregate amount of each Lender's risk participation being deemed "held" by such Lender for purposes of this definition) and (b) aggregate unused Term Commitments; *provided* that the unused Term Commitments of and the portion of the Total Outstandings held by (x) any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders and (y) any Affiliate Lenders shall be deemed to have voted in the same proportion as Lenders that are not Affiliate Lenders vote on such matter.

"**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, representative, director, manager, president, vice president, executive vice president, chief financial officer, treasurer or assistant treasurer, secretary or assistant secretary, an authorized signatory, an attorney-in-fact (to the extent empowered by the board of directors/managers of Holdings or the Borrower), or other similar officer of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"**Restricted Investment**" means an Investment other than a Permitted Investment.

"**Restricted Payment**" has the meaning specified in Section 7.05.

"**RSA**" means that certain Restructuring Support Agreement, dated as of December 30, 2025 among the Loan Parties and certain Prepetition First Lien Term Loan Lenders and Prepetition Second Lien Lenders, among others.

"**S&P**" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business or any successor to the rating agency business thereof.

"**Sanctioned Country**" means, at any time, a country, region, or territory that is the subject of a general export, import, financial, investment or other trade-related embargo under any Sanctions Laws and

Regulations, which as of the date of this Agreement consist of Cuba, Iran, North Korea, Syria and the Crimea Region of Ukraine.

"**Sanctioned Person**" means, at any time, any Person that is the subject or target of Sanctions Laws and Regulations, including (a) any Person listed in any Sanctions Laws and Regulations-related lists of designated Persons maintained by the U.S. government (including OFAC's Specially Designated Nationals and Blocked Parties List), the United Nations Security Council, the Canadian government, Her Majesty's Treasury of the United Kingdom or any European Union member state, (b) any Person located, operating, organized, or resident in a Sanctioned Country, and (c) any Person owned or controlled by any Person or Persons described in (a) or (b) above.

"**Sanctions Laws and Regulations**" means (i) any economic or financial sanctions or other requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. International Emergency Economic Powers Act (50 U.S.C. §§ 1701 *et seq*.), the U.S. Trading with the Enemy Act (50 U.S.C. App. §§ 1 *et seq*.), the U.S. Syria Accountability and Lebanese Sovereignty Act, the U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act of 1996, Section 1245 of the National Defense Authorization Act of 2012, all as amended, or any of the foreign assets control regulations (including but not limited to 31 C.F.R., Subtitle B, Chapter V, as amended) or any other law or executive order relating thereto administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of State or any Canadian Governmental Authority, and any similar law, regulation, or executive order that may be enacted, from time to time, by the United States government or the Canadian government and (ii) any economic or financial sanctions or other requirements imposed under similar laws or regulations enacted by the United Nations Security Council, the European Union or any member state thereof or the United Kingdom, or administered, enacted or enforced by the respective governmental institutions or agencies of any of the foregoing, including, without limitation, Her Majesty's Treasury of the United Kingdom, that apply to the Loan Parties or any of their respective Subsidiaries or, to the extent specified in Section 5.19, any other party hereto (as any of the foregoing laws may from time to time be amended, renewed, extended or replaced).

"**SEC**" means the U.S. Securities and Exchange Commission or any governmental authority succeeding to any of its principal functions.

"**Secured Obligations**" has the meaning specified in the Security Agreement.

"**Secured Parties**" means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, and each co-agent or subagent appointed by the Administrative Agent or the Collateral Agent from time to time pursuant to Article IX.

"**Secured Swap Obligations**" has the meaning specified in the DIP ABL Facility.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"**Security Agreement**" means, collectively, the Canadian Security Agreement and the U.S. Security Agreement.

"**Security Agreement Supplement**" means the Security Agreement Supplements, as defined in the applicable Security Agreement.

"**SEMS**" means the Superfund Enterprise Management System maintained by the U.S. Environmental Protection Agency.

"**Series LLC**" shall mean any series of a limited liability company (including any protected or registered series) established in accordance with Section 18-215(b) or 18-218 of the Delaware Limited Liability Company Act or a comparable provision of any other Law.

"**Series LP**" shall mean any series of a limited partnership (including any protected or registered series) established in accordance with Section 17-218(b) or 17-221 of the Delaware Limited Partnership Act or a comparable provision of any other Law.

"**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).

"**SOFR Borrowing**" means a Term Borrowing comprising SOFR Loans.

"**SOFR Loan**" means a Term Loan that bears interest at a rate based on Term SOFR other than pursuant to clause (c) of the definition of "Base Rate".

"**SPC**" has the meaning specified in Section 10.07(g).

"**Sponsor**" means, collectively, (i) Clearlake Capital Group, L.P. and (ii) any investment funds advised, managed or controlled by the foregoing and, in each case (whether individually or as a group), Affiliates of any of the foregoing (but excluding any operating portfolio companies of any of the foregoing).

"**Stated Maturity**" means with respect to any security, Indebtedness, Disqualified Stock or Preferred Stock, the date specified in such security or the documentation governing such Indebtedness Disqualified Stock or Preferred Stock as the fixed date on which the final payment of principal of such security or Indebtedness or liquidation preference of such Disqualified Stock or Preferred Stock is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security, Indebtedness, Disqualified Stock or Preferred Stock at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

"**Subordinated Indebtedness**" means any Indebtedness for borrowed money of the Borrower or any of the Loan Parties that by its terms is unsecured or secured by any Liens on the Collateral on a junior basis to, or contractually subordinated in right of payment to, the Obligations arising under the Term Loans or the Guarantee of the Obligations (including, the Prepetition Indebtedness).

"**Subsidiary**" means, with respect to any Person (1) any corporation, association or other business entity (other than a partnership, Joint Venture, limited liability company or similar entity) of which more than 50.0% of the total voting power of the Voting Stock is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, (2) any partnership, Joint Venture, limited liability company or similar entity of which (x) more than 50.0% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (y) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity and (3) for purposes of Section 6.01, any Person that is consolidated in the consolidated financial statements of the specified Person in accordance with GAAP.

"**Subsidiary Guarantor**" means, collectively, all Guarantors other than Holdings.

"**Subsidiary Guaranty**" means that certain Senior Secured Superpriority Debtor-In-Possession Subsidiary Guaranty, dated as of January [●], 2026 (as amended, restated, supplemented or otherwise modified from time to time) made by the Borrower and the Subsidiary Guarantors in favor of the Administrative Agent on behalf of the Secured Parties.

"**Successor Approved Agent**" means a successor Administrative Agent or Collateral Agent that is reasonably acceptable to the Administrative Agent, the Required Lenders and the Borrower.

"**Superpriority Claims**" means any claim having superpriority administrative expense claim status in the Chapter 11 Cases having a priority over any and all claims against the Borrower and the Guarantors of any kind whatsoever, including, without limitation, all administrative expenses or any claims of the kind specified in section 503(b) or 507(b) of the Bankruptcy Code.

"**Supplemental Agent**" has the meaning specified in Section 9.14(a).

"**Supported QFC**" has the meaning specified in Section 10.25.

"**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, including any obligations or liabilities under any such master agreement.

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, or other charges in the nature of a tax imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Term Borrowing**" means a borrowing of the same Type of Term Loan of a single Term Loan Tranche from all the Lenders having Term Commitments or Term Loans of the respective Term Loan Tranche on a given date (or resulting from a conversion or conversions on such date) having in the case of SOFR Loans, the same Interest Period.

"**Term Commitment**" means, as to each Lender, its Initial Term Commitment and/or Delayed Draw Term Loan Commitment, as applicable.

"**Term Loan**" means, individually or collectively, as the context may require, the Initial Term Loans and the Delayed Draw Term Loans.

"**Term Loan Tranche**" means the respective facility and commitments utilized in making (or, where applicable, conversion of) Term Loans hereunder, with there being one Term Loan Tranche on the Closing Date, *i.e.*, Initial Term Loans and Initial Term Commitments. Immediately after giving effect to the funding of the Delayed Draw Term Loans on each Delayed Draw Term Loan Borrowing Date, there

shall be one fungible Term Loan Tranche on the Delayed Draw Term Loan Borrowing Date comprised of the Initial Term Loans funded on the Closing Date and such Delayed Draw Term Loans.

"**Term Note**" means a promissory note of the Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit B hereto, evidencing the indebtedness of the Borrower to such Lender resulting from the Term Loans under the same Term Loan Tranche made or held by such Lender.

"**Term SOFR**" means:

(a) for any calculation with respect to a 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) U.S. Government Securities 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 the Term SOFR Reference Rate has not been replaced as a benchmark rate pursuant to the terms hereof, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities 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 U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities 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) U.S. Government Securities 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 the Term SOFR Reference Rate has not been replaced as a benchmark rate pursuant to the terms hereof, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities 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 U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day;

provided, in each case of (a) and (b), that if Term SOFR as so determined shall ever be less than the applicable Floor (if any), then Term SOFR shall be deemed to be the applicable Floor.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

"**Termination Date**" means the date on which (i) all Term Loans and other Obligations (other than contingent indemnification obligations as to which no claim has been asserted) have been paid in full in cash and (ii) all Term Commitments have been terminated.

"**Threshold Amount**" means $7,500,000.

"**Total Outstandings**" means the aggregate Outstanding Amount of all Term Loans.

"**Transaction Costs**" means all reasonable and documented prepetition and postpetition out-of-pocket costs and expenses of the Ad Hoc Group and members thereof (including (and limited in the case of counsel to) the reasonable and documented fees and reasonable and documented out-of-pocket expenses of the Ad Hoc Group Advisors accrued since the inception of their respective engagements and not previously paid by, or on behalf of, the Company Parties (as defined in the RSA as in effect on the Closing Date).

"**Transactions**" means, collectively, (a) the execution, delivery and performance of the Loan Parties of the Loan Documents to which they are a party and the making of Term Loans hereunder and (b) the payment of the Transaction Costs.

"**Treasury Regulations**" means the income tax regulations promulgated under the Code, as amended from time to time.

"**Type**" means, with respect to a Term Loan, its character as a Base Rate Loan or a SOFR Loan.

"**UK Financial Institution**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**Unadjusted Benchmark Replacement**" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment; *provided* that, if the Unadjusted Benchmark Replacement as so determined would be less than 0.50%, the Unadjusted Benchmark Replacement will be deemed to be 0.50% for purposes of this Agreement.

"**Undisclosed Administration**" means in relation to a Lender or its direct or indirect 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 Person is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

"**Unfunded Advances/Participations**" means with respect to the Administrative Agent, the aggregate amount, if any (i) made available to the Borrower on the assumption that each Lender has made available to the Administrative Agent such Lender's share of the applicable Term Borrowing available to the Administrative Agent as contemplated by Section 2.12(b) and (ii) with respect to which a corresponding amount shall not in fact have been returned to the Administrative Agent by the Borrower or made available to the Administrative Agent by any such Lender.

"**Unfunded Pension Liability**" means the excess of a Plan's benefit liabilities under Section 4001(a) of ERISA over the current value of such Plan's assets, determined in accordance with assumptions used for funding the Plan pursuant to Section 412 of the Code for the applicable plan year.

"**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.

"**Unpaid Amount**" has the meaning specified in Section 7.05.

"**U.S. Government Securities Business Day**" means 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.

"**U.S. Loan Party**" means any Loan Party that is organized under the laws of the United States, any state thereof or the District of Columbia.

"**U.S. Person**" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"**U.S. Security Agreement**" means that certain Senior Secured Superpriority Debtor-In-Possession Security Agreement, dated as of January [●], 2026 (as amended, restated, supplemented or otherwise modified from time to time), by and among the U.S. Loan Parties and the Collateral Agent.

"**U.S. Subsidiary**" means any Subsidiary of the Borrower that is organized under the laws of the United States, any state thereof or the District of Columbia.

"**U.S. Tax Compliance Certificate**" has the meaning assigned to such term in Section 3.01(h)(ii)(B)(3).

"**Updated Budget**" has the meaning set forth in Section 6.01(d).

"**Updated Budget Delivery Date**" has the meaning set forth in Section 6.01(d).

"**Vanga**" means Vanga Products (Plastics), Inc.

"**Voting Stock**" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote (without regard to the occurrence of any contingency) in the election of the Board of Directors of such Person.

"**Wholly Owned Subsidiary**" of any Person means a direct or indirect Subsidiary of such Person 100.0% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares or shares or interests required to be held by foreign nationals or other third parties to the extent required by applicable law) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

"**Withholding Agent**" means any Loan Party, the Administrative Agent and any other applicable withholding agent.

"**Write-Down and Conversion Powers**" means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other

person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(c) References in this Agreement to an Exhibit, Schedule, Article, Section, clause or sub-clause refer (A) to the appropriate Exhibit or Schedule to, or Article, Section, clause or sub-clause in this Agreement or (B) to the extent such references are not present in this Agreement, to the Loan Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) 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.

(f) Any reference herein to any Person shall be construed to include such Person's successors and assigns.

(g) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(h) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(i) [Reserved].

(j) For purposes of Sections 2.05(b)(ii), 6.12, 7.03, 7.04 and 7.05, an allocation of assets to a division of a Subsidiary that is a limited liability company, or an allocation of assets to a series of a Subsidiary that is a limited liability company, shall be treated as a transfer of assets from one Subsidiary to another Subsidiary.

(k) If at any time any action or transaction meets the criteria of one or more than one of the categories of exceptions, thresholds or baskets set forth in Article VII or any definition used therein, the Borrower may divide, classify and/or designate such action or transaction (or any portion thereof), and later (on one or more occasions) may re-divide, re-classify and/or re-designate such action or transaction (or any portion thereof), as consummated in reliance on one or more of such exceptions, thresholds and baskets as the Borrower may determine in its sole discretion from time to time, including by re-dividing, re-classifying and/or re-designating any action or transaction originally consummated in reliance on one or more fixed exceptions, thresholds or baskets (*provided* that (A) all Indebtedness under this Agreement Incurred on or after the Closing Date shall be deemed to have been Incurred pursuant to Section 7.01(a), (B) all Prepetition

Secured Indebtedness outstanding on the Closing Date (and all payments of interest thereon in the form of additional Indebtedness) and all Guarantees of the foregoing will be deemed to have been Incurred pursuant to Section 7.01(b)(i) and (C) all Indebtedness under the DIP ABL Facility on or after the Closing Date (and all payments of interest thereon in the form of additional Indebtedness) and all Guarantees of the foregoing will be deemed to have been Incurred pursuant to Section 7.01(b)(ii), and the Borrower shall not be permitted to reclassify all or any portion of Indebtedness Incurred pursuant to Section 7.01(a), 7.01(b)(i) or Section 7.01(b)(ii), as applicable).

(l) [Reserved].

(m) Any reference herein and in the other Loan Documents to the "payment in full" of the Obligations and words of similar import shall mean the occurrence of the Termination Date.

Section 1.03 Accounting Terms.

(a) All financial statements and all financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, as in effect from time to time, and all terms of an accounting or financial nature shall be construed and interpreted in accordance with GAAP, as in effect on the date hereof. Notwithstanding anything to the contrary above or elsewhere in this Agreement, unless the Borrower elects otherwise, all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "**ASU**") shall continue to be accounted for as operating leases (and not be treated as financing or capital lease obligations or Indebtedness) for purposes of all financial definitions, calculations and deliverables under this Agreement or any other Loan Document (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU or any other change in accounting treatment or otherwise (on a prospective or retroactive basis or otherwise) to be treated as or to be re-characterized as financing or capital lease obligations or otherwise accounted for as liabilities in financial statements.

(b) If at any time any change in GAAP or the application thereof would affect the computation or interpretation of any financial ratio, basket, requirement or other provision set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent and the Borrower shall negotiate in good faith to amend such ratio, basket, requirement or other provision to preserve the original intent thereof in light of such change in GAAP or the application thereof (subject to the approval of the Required Lenders, such consent not to be unreasonably withheld, conditioned or delayed); *provided* that, until so amended, (i) such ratio, basket, requirement or other provision shall continue to be computed or interpreted in accordance with GAAP or the application thereof prior to such change therein or (ii) the Borrower may elect to fix GAAP (for purposes of such ratio, basket, requirement or other provision) as of another later date notified in writing to the Administrative Agent from time to time.

(c) Notwithstanding anything to the contrary contained herein, all such financial statements shall be prepared, and all financial covenants contained herein or in any other Loan Document shall be calculated, in each case, without giving effect to any election under FASB ASC 825 (or any similar accounting principle) permitting a Person to value its financial liabilities at the fair value thereof.

Section 1.04 Rounding. Any financial ratios required to be maintained by the Borrower, or 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. 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, and (b) references to specific provisions (or defined terms) in the DIP ABL Loan Documents shall be to such provisions (or defined terms) as amended or replaced (to the extent such amendment or replacement is permitted by the Loan Documents), and cross-references shall be deemed amended as necessary to refer to the same provisions that are referenced in the DIP ABL Loan Documents as in effect on the Closing Date.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight savings 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 specifically provided in Section 2.12 or as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

Section 1.08 Québec Interpretation. For all purposes pursuant to which the interpretation or construction of this Agreement may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (i) "personal property" shall include "movable property", (ii) "real property" shall include "immovable property", (iii) "tangible property" shall include "corporeal property", (iv) "intangible property" shall include "incorporeal property", (v) "security interest", "mortgage" and "lien" shall include a "hypothec", "prior claim" and a "resolutory clause", (vi) all references to "perfection" of or "perfected" liens or security interest shall include a reference to an "opposable" or "set up" lien or security interest as against third parties, (vii) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (viii) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (ix) an "agent" shall include a "mandatary", (x) "construction liens" or "materialmen's, repairman's, construction contractors', mechanics' and other like Liens" shall include "legal hypothecs", (xi) "joint and several" shall include "solidary", (xii) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (xiii) "beneficial ownership" shall include "ownership on behalf of another as mandatary", (xiv) "easement" shall include "servitude", (xv) "priority" shall include "prior claim", (xvi) "survey" shall include "certificate of location and plan", (xvii) "accounts" shall include "claims" and "monetary claims", (xviii) "fee simple title" shall include "absolute ownership", and (xix) "leasehold interest" shall include "a valid lease".

Section 1.09 [Reserved].

Section 1.10 [Reserved].

Section 1.11 [Reserved].

Section 1.12 [Reserved].

Section 1.13 Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (other than with respect to the Administrative Agent's own gross negligence, bad faith or willful misconduct, as determined by a court of competent jurisdiction in a final and non-appealable decision) (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Base Rate, the Term SOFR Reference Rate or Term SOFR, or any

component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Base Rate, the Term SOFR Reference Rate, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Base Rate, the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Base Rate, the Term SOFR Reference Rate, Term SOFR or any other Benchmark, or any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

THE TERM COMMITMENTS AND TERM BORROWINGS

Section 2.01 The Term Loans.

(a) The Term Borrowings.

(i) Initial Term Borrowings. Subject to the terms and conditions set forth herein and the Interim DIP Order, each Initial Term Lender severally agrees to make a single loan denominated in Dollars to the Borrower on the Closing Date in an amount not to exceed such Initial Term Lender's Initial Term Commitment (the "**Initial Term Loans**"); *provided* that it is understood and agreed that the Fronting Lender, as a Lender, shall initially provide a portion of the Initial Term Loans on the Closing Date and thereafter such Initial Term Loans shall be assigned by the Fronting Lender to certain members of the Ad Hoc Group (including any of their Related Funds) and other parties as contemplated by the Master Consent to Assignment.

(ii) Delayed Draw Term Borrowings. Subject to the terms and conditions set forth herein and the Orders, each Delayed Draw Term Loan Lender severally agrees to make a one or more (at the election of the Borrower) loans denominated in Dollars to the Borrower on each Delayed Draw Term Loan Borrowing Date in an amount not to exceed such Delayed Draw Term Loan Lender's Delayed Draw Term Loan Commitment at such time (the "**Delayed Draw Term Loans**"); *provided* that it is understood and agreed that the Fronting Lender, as a Lender, shall provide a portion of the Delayed Draw Term Loans on each Delayed Draw Term Loan Borrowing Date and thereafter such Delayed Draw Term Loans shall be assigned by the Fronting Lender to certain members of the Ad Hoc Group (including any of their Related Funds) and other parties as contemplated by the Master Consent to Assignment.

(b) Amounts borrowed under Section 2.01(a) and subsequently repaid or prepaid may not be re-borrowed. Initial Term Loans and Delayed Draw Term Loans may be Base Rate Loans or SOFR Loans as further provided herein.

Section 2.02 Borrowings, Conversions and Continuations of Term Loans.

(a) Each Term Borrowing, each conversion of Term Loans from one Type to another, and each continuation of SOFR Loans, shall be made upon irrevocable notice by the Borrower to the Administrative Agent. Each such notice must be in writing and must be received by the Administrative Agent not later than (i) 12:00 p.m. (New York City time) three Business Days prior to the requested date of any Term Borrowing (or, (x) any shorter period agreed to by the Administrative Agent and (y) in the case of the Term Borrowing in respect of Initial Term Loans on the Closing Date, one Business Day prior to the Closing Date) of, conversion of Base Rate Loans to, or continuation of, SOFR Loans, and (ii) 11:00 a.m. (New York City time) on the requested date of any Term Borrowing of Base Rate Loans or of any conversion of SOFR Loans to Base Rate Loans. Each notice pursuant to this Section 2.02(a) shall be delivered to the Administrative Agent in the form of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower.

Each Term Borrowing of, conversion to or continuation of SOFR Loans shall be (i) in a principal amount of $1,000,000, or (ii) a whole multiple of $1,000,000 in excess thereof. Each Term Borrowing of, or conversion to, Base Rate Loans shall be (i) in a principal amount of $1,000,000, or (ii) a whole multiple of $500,000 in excess thereof.

Each Committed Loan Notice shall specify (i) the identity of the Borrower requesting a Term Borrowing, (ii) whether such Borrower is requesting a Term Borrowing, a conversion of a Term Loan Tranche of Term Loans from one Type to another, or a continuation of SOFR Loans, (iii) the requested date of the Term Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iv) the principal amount of Term Loans to be borrowed, converted or continued, (v) the Type of Term Loans to be borrowed or to which existing Term Loan Tranche of Term Loans are to be converted and (vi) if applicable, the duration of the Interest Period with respect thereto. If, with respect to any SOFR Loans, the Borrower fails to specify a Type of Term Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Term Loan Tranche of Term Loans shall be made as, or converted to, SOFR Loans with an Interest Period of one month. Any such automatic conversion or continuation pursuant to the immediately preceding sentence shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans. If the Borrower requests a Term Borrowing of, conversion to, or continuation of SOFR Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each applicable Lender of the amount of its Pro Rata Share of the applicable Term Loan Tranche of Term Loans and if no timely notice of a conversion or continuation of SOFR Loan is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to SOFR Loans with an Interest Period of one month as described in Section 2.02(a). In the case of a Term Borrowing, each Appropriate Lender shall make the amount of its Term 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. Each Lender may, at its option, make any Term Loan available to the Borrower by causing any foreign or domestic branch or Affiliate of such Lender to make such Term Loan; *provided* that any exercise of such option shall not affect the obligation of the Borrower to repay such Term Loan in accordance with the terms of this Agreement. Upon satisfaction of the applicable conditions set forth in this Agreement, the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower 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 (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a SOFR Loan may be continued or converted only on the last day of an Interest Period for such SOFR Loan unless the Borrower pays the amount due under Section 3.06 in connection therewith. During the existence of an Event of Default, at the election of the Administrative Agent (acting at the Direction of the Required Lenders) or the Required Lenders, no Term Loans may be requested as, converted to or continued as SOFR Loans.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for SOFR Loans upon determination of such interest rate. The determination of the Term SOFR by the Administrative Agent shall be conclusive in the absence of manifest error.

(e) After giving effect to all Term Borrowings, all conversions of Term Loans from one Type to another, and all continuations of Term Loans of the same Type, there shall not be more than ten Interest Periods in effect.

(f) The failure of any Lender to make the Term Loan to be made by it as part of any Term Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Term Loan on the date of such Term Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Term Loan to be made by such other Lender on the date of any Term Borrowing, which for the avoidance of doubt does not limit such Lender's obligations under Section 2.17.

Section 2.03 [Reserved].

Section 2.04 [Reserved].

Section 2.05 Prepayments.

(a) Optional.

(i) Optional Prepayments Generally. The Borrower may, upon notice substantially in the form of Exhibit J to the Administrative Agent, at any time or from time to time prior to the Maturity Date voluntarily pay in full all outstanding Obligations; *provided* that such notice must be received by the Administrative Agent not later than (A) 12:00 p.m. (New York City time) three Business Days prior to the date of such payment in full of SOFR Loan (or such other date and/or time as agreed to by the Administrative Agent (acting at the Direction of the Required Lenders)) and (B) 11:00 a.m. (New York City time) on the date of such payment in full of Base Rate Loans (or such shorter period as the Administrative Agent shall agree). Such notice shall specify the date and amount of such payment in full, the Term Loan Tranche of Term Loans to be prepaid, the Type(s) of Term Loans to be prepaid and, if SOFR Loans are to be prepaid, the Interest Period(s) of such Term Loans (except that if the class of Term Loans to be prepaid includes both Base Rate Loans and SOFR Loans, absent direction by the Borrower, the applicable prepayment shall be applied first to Base Rate Loans to the full extent thereof before application to SOFR Loans, in each case in a manner that minimizes the amount payable by the Borrower in respect of such prepayment pursuant to Section 3.06). The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such payment in full (based on such Lender's ratable share of the outstanding Obligations). If such notice is given by the Borrower, subject to clause (ii) below, the Borrower shall make such payment in full and the payment amount specified in such notice shall be due and payable on the date specified therein. For the avoidance of doubt, the payment in full of the Obligations pursuant to this Section 2.05(a) shall include

the aggregate outstanding principal of Term Loans, together with all interest, fees, expenses and costs payable under this Agreement and the other Loan Documents.

(ii) Conditioned Prepayment Notice. Notwithstanding anything to the contrary contained in this Agreement, any notice of prepayment under Section 2.05(a)(i) may state that it is conditioned upon the occurrence or non-occurrence of any event specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked or extended by the Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied; it being understood that any such notice shall not be extended beyond the Maturity Date.

(b) Mandatory.

(i) [Reserved].

(ii) Asset Sales or Casualty Events. If any Asset Sale or Casualty Event (or series of related Asset Sales or Casualty Events) results in the receipt by any Borrower Party of aggregate Net Cash Proceeds (excluding in respect of Net Cash Proceeds of Prepetition ABL Priority Collateral to the extent required to be applied to prepay the DIP ABL Facility or the Prepetition ABL Facility) ("**Relevant Transaction**"), then, the Borrower shall prepay, subject to the Orders, an aggregate principal amount of Term Loans in an amount equal to 100.0% of the Net Cash Proceeds received from such Relevant Transaction within 5 Business Days of receipt thereof (or within 5 Business Days after the later of the date the threshold referred to above is first exceeded and the date the relevant Net Cash Proceeds are received) by any Borrower Party and in accordance with Section 2.05(b)(vi); *provided*, that only the amount of Net Cash Proceeds in excess of $500,000 in the aggregate shall be subject to prepayment pursuant to this Section 2.05(b)(ii) and, in such case, the required prepayment shall be only the amount in excess thereof unless such excess will be applied, reinvested or otherwise used pursuant to, and as expressly set forth in, the Approved Budget, subject to any permitted variance described in Section 7.17.

(iii) Unpermitted Debt. Upon the incurrence or issuance by any Borrower Party of any Indebtedness not expressly permitted to be incurred or issued pursuant to Section 7.01, the Borrower shall prepay, subject to the Orders, an aggregate principal amount of Term Loans in an amount equal to 100.0% of all Net Cash Proceeds received therefrom immediately upon receipt thereof by such Borrower Party.

(iv) Extraordinary Receipts. No later than 5 Business Days following the receipt of Net Cash Proceeds in respect of Extraordinary Receipts in excess of $500,000 in the aggregate for all such Extraordinary Receipts during the term of this Agreement, the Borrower shall prepay, subject to the Orders, an aggregate principal amount of Term Loans in an amount equal to 100% of the Net Cash Proceeds received with respect thereto in excess of such threshold.

(v) [Reserved].

(vi) Application of Proceeds. Subject to Section 2.17 and the Orders, the aggregate amount of any prepayment of Term Loans that is required pursuant to this Section 2.05(b) shall be made to each Term Loan Tranche in respect of the applicable Term Loans on a pro rata basis. Amounts to be applied to a Term Loan Tranche in connection with prepayments made pursuant to this Section 2.05(b) shall be applied to interest on each such Term Loan Tranche on a pro rata basis that is accrued and payable at such time and thereafter to the remaining scheduled installments with respect to such Term Loan Tranche as directed by the Borrower (or, if not so directed, in direct order of maturity). Each prepayment of Term Loans pursuant to this Section 2.05(b) shall be applied on a pro rata basis to the then outstanding Base Rate

Loans and SOFR Loans; *provided* that, if there are no Declining Lenders with respect to such prepayment, then the amount thereof shall be applied first to Base Rate Loans to the full extent thereof before application to SOFR Loans, in each case in a manner that minimizes the amount payable by the Borrower in respect of such prepayment pursuant to Section 3.06. All prepayments under this Section 2.05 shall be made together with, in the case of any such prepayment of a SOFR Loan on a date other than the last day of an Interest Period therefor, any amounts owing in respect of such SOFR Loan pursuant to Section 3.06.

(vii) [Reserved].

(viii) Foreign Casualty Events. Notwithstanding any other provisions of this Section 2.05, to the extent that any or all of the Net Cash Proceeds of any Asset Sale by a Non-U.S. Subsidiary (or a U.S. Subsidiary of a Non-U.S. Subsidiary) (a "**Foreign Disposition**") or the Net Cash Proceeds of any Casualty Event from a Non-U.S. Subsidiary (or a U.S. Subsidiary of a Non-U.S. Subsidiary) (a "**Foreign Casualty Event**"), in each case giving rise to a prepayment event pursuant to Section 2.05(b)(ii), are or is prohibited, restricted or delayed by applicable local law, rule or regulation (including, without limitation, financial assistance and corporate benefit restrictions and fiduciary and statutory duties of any director or officer of such Subsidiaries) from being repatriated to the Borrower or so prepaid or such repatriation or prepayment would present a material risk of liability for the applicable Subsidiary or its directors or officers (or gives rise to a material risk of breach of fiduciary or statutory duties by any director or officer), the portion of such Net Cash Proceeds so affected will not be required to be applied to repay Term Loans at the times provided in this Section 2.05 but may be retained by the applicable Non-U.S. Subsidiary.

(ix) Foreign Casualty Events. Notwithstanding any other provisions of this Section 2.05, to the extent that the Borrower has determined in good faith that repatriation of any or all of the Net Cash Proceeds of any Foreign Disposition or any Foreign Casualty Event, in each case giving rise to a prepayment event pursuant to Section 2.05(b)(ii), would result in material adverse tax consequences (including withholding tax) for Holdings, the Borrower, or any Subsidiary, the Net Cash Proceeds so affected will not be required to be applied to repay Term Loans at the times provided in this Section 2.05. For the avoidance of doubt, nothing in this Section 2.05 shall require the Borrower to cause any amounts to be repatriated to the United States (whether or not such amounts are used in or excluded from the determination of the amount of any mandatory prepayments hereunder).

(x) Repatriation. The Borrower shall not be required to monitor any Payment Block and/or reserve cash for future repatriation after the Borrower has notified the Administrative Agent of the existence of such Payment Block.

(c) Lender Opt-Out. With respect to any mandatory prepayment of Term Loans and, unless otherwise specified in the documents therefor, other Term Loan Tranches, pursuant to Section 2.05(b)(ii) or (iv), any Appropriate Lender, at its option (but solely to the extent the Borrower elects for this clause (c) to be applicable to a given prepayment), may elect not to accept such prepayment as provided below. The Borrower may notify the Administrative Agent of any event giving rise to a prepayment under Section 2.05(b)(ii) or (iv) at least five Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment that is required to be made under Section 2.05(b)(ii) or (iv) (the "**Prepayment Amount**"). The Administrative Agent will promptly notify each Appropriate Lender of the contents of any such prepayment notice so received from the Borrower, including the date on which such prepayment is to be made (the "**Prepayment Date**"). Any Appropriate Lender may (but solely to the extent the Borrower elects for this clause (c) to be applicable to a given prepayment) decline to accept all (but not less than all) of its share of any such prepayment (such declined amounts, the "**Declined Proceeds**" and any such Lender, a "**Declining Lender**") by providing written notice to the Administrative Agent no later than four Business Days after

the date of such Appropriate Lender's receipt of notice from the Administrative Agent regarding such prepayment. If any Appropriate Lender does not give a notice to the Administrative Agent on or prior to such fourth Business Day informing the Administrative Agent that it declines to accept the applicable prepayment, then such Lender will be deemed to have accepted such prepayment. On any Prepayment Date, an amount equal to the Prepayment Amount *minus* the portion thereof allocable to Declining Lenders, in each case for such Prepayment Date, shall be paid to the Administrative Agent by the Borrower and applied by the Administrative Agent ratably to prepay Term Loans under the applicable Term Loan Tranches owing to Appropriate Lenders (other than Declining Lenders) in the manner described in Section 2.05(b) for such prepayment. Any Declined Proceeds shall be offered to Lenders that are not Declining Lenders based on their Pro Rata Share, and any Declined Proceeds remaining thereafter shall be applied in accordance with the Orders.

Section 2.06 Termination or Reduction of Term Commitments.

(a) Optional. The Borrower may, upon written notice by the Borrower to the Administrative Agent, terminate the unused portions of the Delayed Draw Term Loan Commitments or from time to time permanently reduce the unused portions of the Delayed Draw Term Loan Commitments; *provided* that (i) any such notice shall be received by the Administrative Agent three Business Days (or such shorter period as the Administrative Agent shall agree) prior to the date of termination or reduction and (ii) any such partial reduction shall be in an aggregate amount of $500,000 or any whole multiple of $100,000 in excess thereof. Any such notice of termination or reduction of commitments pursuant to this Section 2.06(a) may state that it is conditioned upon the occurrence or non-occurrence of any event specified therein, in which case such notice may be revoked by the Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. For the avoidance of doubt, upon the occurrence of the Termination Date, this Agreement shall automatically terminate and the Administrative Agent shall comply with Section 9.01(c) and Section 9.11.

(b) Mandatory. The Initial Term Commitment of each Initial Term Lender shall be automatically and permanently reduced to zero upon the funding of the Initial Term Loans to be made by it on the Closing Date. The Delayed Draw Term Loan Commitment of each Delayed Draw Term Loan Lender shall be automatically and permanently reduced (x) by such Lender's ratable share of the Delayed Draw Term Loan Commitment by an amount equal to the principal amount of each Delayed Draw Term Loan Borrowing and (y) to zero upon the earlier of (i) the funding of the full amount of the Delayed Draw Term Loan Commitment, in each case, on the applicable Delayed Draw Term Loan Borrowing Date and (ii) the Delayed Draw Term Loan Borrowing Outside Date.

(c) Application of Term Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Delayed Draw Term Loan Commitments under this Section 2.06. Upon any reduction of Delayed Draw Term Loan Commitments, the Delayed Draw Term Loan Commitment of each Lender under shall be reduced by such Lender's ratable share of the amount by which the total Delayed Draw Term Loan Commitments are reduced (other than the termination of the Term Commitment of any Lender as provided in Section 3.08).

Section 2.07 Repayment of Term Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Lenders on the Maturity Date, the aggregate principal amount of all Term Loans outstanding on such date.

Section 2.08 Interest.

(a) Subject to the provisions of the following sentence, (i) each SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the sum

of (A) the Term SOFR for such Interest Period *plus* (B) the Applicable Rate for SOFR Loans; and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date or conversion date, as the case may be, at a rate per annum equal to the sum of (A) the Base Rate *plus* (B) the Applicable Rate for Base Rate Loans.

(b) During the continuance of an Event of Default, the Borrower shall pay interest on all Obligations hereunder, which shall include all Obligations following an acceleration pursuant to Section 8.02 (including an automatic acceleration), 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.

(c) Accrued interest on each Term Loan shall be due and payable in cash in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein; *provided* that in the event of any repayment or prepayment of any Term Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment. 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) All computations of interest hereunder shall be made in accordance with Section 2.10 of this Agreement.

(e) For the purposes of the *Interest Act* (Canada) and disclosure thereunder only, whenever any interest or fee payable by any Loan Party is calculated using a rate based on a year of 360 or 365 days, as the case may be, the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 360 days or 365 days, as the case may be, (y) multiplied by the actual number of days in the calendar year in which such rate is to be ascertained and (z) divided by 360 or 365, as the case may be.

Section 2.09 Fees and Premiums.

(a) Administrative Agent Fee. The Borrower agrees to pay the Administrative Agent and the Collateral Agent, for its own respective account, the fees described in the Agent Fee Letter, on the terms and in the amounts set forth therein.

(b) Fronting Lender Payments. The Borrower agrees to pay to the Fronting Lender, for its own account, the amounts described in the Fronting Fee Letter, on the terms and in the amounts set forth therein.

(c) [Reserved].

(d) Participation Premium. On the Plan Effective Date, the Borrower agrees to pay each Participating Lender , or any designated Affiliate or Approved Fund of each such Participating Lender, a participation premium (the "**Participation Premium**") in the amount equal to (i) 10% of the Aggregate Commitments as of the Closing Date, which shall be payable in the form of 23.4% of New Equity Interests (which shall (i) not dilute New Equity Interests distributable to the New Money Investor on account of the New Money Investment (each as defined in the RSA) and (ii) be subject to dilution by New Equity Interests issued pursuant to the MIP (as defined in the RSA)), which shall be fully earned upon entry of the Interim DIP Order and such Participating Lender (or its Affiliate or Approved Fund) providing its portion of the Initial Term Loans and Delayed Draw Term Loans (including by way of assignment by the Fronting Lender in the amounts set forth in Schedule 1 of the Master Consent to Assignment and in accordance with the terms hereof). The Participation Premium shall be allocated among the Participating Lenders in accordance with each such Participating Lender's (or its Affiliates') Pro Rata Share of the DIP Term

Facility. Notwithstanding anything to the contrary herein, the Participation Premium shall be for the benefit of each Participating Lender (or its designated Affiliate or Approved Fund) and any Participating Lender may assign or transfer any related Loan or Commitment hereunder pursuant to the terms hereof and in accordance with the Backstop Commitment Letter while retaining the right to payment of the Participation Premium.

Section 2.10 Computation of Interest and Fees; Retroactive Adjustments of Applicable Rate. All computations of interest for Base Rate Loans based on clause (b) in the definition of "Base Rate" shall be made on the basis of a year of 365 or 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 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Term Loan for the day on which the Term Loan is made, and shall not accrue on a Term Loan, or any portion thereof, for the day on which the Term Loan or such portion is paid; *provided* that any Term Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate hereunder.

Section 2.11 Evidence of Indebtedness.

(a) The Term Borrowings made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent, acting solely for purposes of Treasury Regulations Section 5f.103- 1(c) and proposed Treasury Regulations Section 1.163-5(b) (or any amended or successor version), as a non-fiduciary agent for the Borrower, in each case in the ordinary course of business. The accounts or records maintained by each Lender shall be prima facie evidence absent manifest error of the amount of the Term Borrowings made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the written request of any Lender , the Borrower shall execute and deliver to such Lender a Term Note payable to such Lender, or its registered assigns, which, to the extent consistent with the records in the Register, shall evidence such Lender's Term Loans in addition to such accounts or records. Each Lender may attach schedules to its Term Note and endorse thereon the date, Type (if applicable), amount and maturity of its Term Loans and payments with respect thereto.

(b) [Reserved].

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to Section 2.11(a), and by each Lender in its accounts or records pursuant to Section 2.11(a), shall be prima facie evidence of the amount of principal and interest due and payable or to become due and payable from the Borrower to, in the case of the Register, each Lender and, in the case of such accounts or records, such Lender, under this Agreement and the other Loan Documents, absent manifest error; *provided* that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such accounts or records shall not limit the obligations of the Borrower under this Agreement and the other Loan Documents.

Section 2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in 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 Pro Rata Share of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 3:00 p.m. (New York City time) shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; *provided*, *however*, that, if such extension would cause payment of interest on or principal of SOFR Loans to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

(b) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any SOFR Borrowing (or, in the case of any Term Borrowing of Base Rate Loans, prior to 3:00 p.m. (New York City time) on the date of such Term Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Term Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with and at the time required by Section 2.02(b) and may (but shall have no obligation to), in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if any Lender does not in fact make its share of the applicable Term Borrowing available to the Administrative Agent, then such Lender and the Borrower agrees to pay to the Administrative Agent forthwith on demand an amount equal to such applicable share in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower by the Administrative Agent to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate reasonably determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, *plus* any reasonable administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans under the DIP Term Facility. If both the Borrower and such Lender pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Term Borrowing to the Administrative Agent, then the amount so paid (less interest and fees) shall constitute such Lender's Term Loan included in such Term Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make its share of any Term Borrowing available to the Administrative Agent.

(i) Payments by the Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may (but shall have no obligation to), in reliance upon such assumption, distribute to the Appropriate Lenders the amount due. In such event, if the Borrower does not in fact make such payment, then each of the Appropriate Lenders severally agrees to repay to the Administrative Agent forthwith on demand the 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 by the Administrative Agent to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate reasonably determined by the Administrative Agent in accordance

with banking industry rules on interbank compensation, *plus* any reasonable administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this Section 2.12(b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Term Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Term Borrowing 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 on demand, without interest.

(d) Obligations of the Lenders Several. The obligations of the Lenders hereunder to make Term Loans and to make payments pursuant to Section 9.07 are several and not joint. The failure of any Lender to make any Term Loan or to fund any such participation or to make any payment under Section 9.07 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 Term Loan or, to fund its participation or to make its payment under Section 9.07.

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Term 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 Term Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(g) Unallocated Funds. 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 (acting at the Direction of the Required Lenders) distribute such funds to each of the Lenders in accordance with such Lender's ratable share of the Outstanding Amount of all Term Loans outstanding at such time in repayment or prepayment of such of the outstanding Term Loans or other Obligations then owing to such Lender.

Section 2.13 Sharing of Payments. If, other than as expressly provided elsewhere herein (including the application of funds arising from the existence of a Defaulting Lender), any Lender shall obtain on account of the Term Loans made by it any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its ratable share (or other applicable share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact and (b) purchase from the other Lenders such participations in the Term Loans made by them as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Term Loans or such participations, as the case may be, pro rata with each of them; *provided*, *however*, that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such

paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon. The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by Law, exercise all its rights of payment (including the right of setoff, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.13 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.13 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased. For the avoidance of doubt, the provisions of this Section shall not be construed to apply to (A) the assignments and participations described in Section 10.07 or (B) any applicable circumstances contemplated by Section 2.05(b), 2.17 or 3.08. For purposes of clause (b) of the definition of "Excluded Taxes," a Lender that acquires a participation pursuant to this Section 2.13 shall be treated as having acquired such participation on the earlier date(s) on which such Lender acquired the applicable Interest(s) in the Term Commitment(s) and/or Term Loan(s) to which such participation relates.

Section 2.14 [Reserved].

Section 2.15 [Reserved].

Section 2.16 [Reserved].

Section 2.17 Defaulting Lenders.

(a) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 10.01.

(ii) Subject to the Orders, any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 10.09), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Term 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, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Term Loans under this Agreement; fourth, to the payment of any amounts owing to the Lenders as a result of any non-appealable judgment of a court of competent jurisdiction obtained by any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default pursuant to Section 8.01(a), (f) or (g) exists, to the payment of any amounts owing to the Borrower as a result of any non-appealable judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting

Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and sixth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if such payment is a payment of the principal amount of any Term Loans in respect of which that Defaulting Lender has not fully funded its appropriate share, such payment shall be applied solely to pay the Term Loans of all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Term Loans of that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) That Defaulting Lender shall not be entitled to receive any premium pursuant to Section 2.09 for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(b) If the Borrower and the Administrative Agent agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase that portion of outstanding Term Loans of the other Lenders or take such other actions as the Administrative Agent may reasonably determine to be necessary to cause the Term Loans to be held on a pro rata basis by the Lenders in accordance with their ratable shares (without giving effect to the application of Section 2.17(a)(iv)) in respect of that Lender, whereupon that Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and *provided, further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender having been a Defaulting Lender.

Section 2.18 Priority and Liens.

(a) The relative priorities of the Liens described in Section 7.10 and the Loan Documents with respect to the Collateral of the Debtors shall be as set forth in the Interim DIP Order (and, once entered, the Final DIP Order) and subject and subordinate to the Carve Out in all respects (other than as set forth in the Orders), all of the Liens of the Debtors described in this Section 2.18 shall be effective and perfected upon entry of the Interim DIP Order (or, when entered, the Final DIP Order), without the necessity of the execution or recordation of filings by any Loan Party of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by any Agent of, or over, any Collateral, as set forth in the Interim DIP Order, and, when entered, the Final DIP Order.

(b) In the event that any Loan Party that is a Debtor receives any payment or property in violation of the payment and lien priorities described herein or in the Orders, such Debtor shall be deemed to have received such payment in trust for the Lenders in accordance with the provisions here and thereof and shall promptly as reasonably practical turn over such amounts to such Lenders.

Section 2.19 Exit Facility. Notwithstanding anything to the contrary herein or in any other Loan Document, on the Plan Effective Date, subject to the satisfaction or waiver of the conditions set forth in the Exit Facility Term Sheet and otherwise in accordance with the terms and conditions set forth in the Exit Credit Agreement, the Term Loans shall automatically be converted to an Exit Facility as of the Plan Effective Date pursuant to the Exit Facility Documents, subject to the following:

(a) pursuant to the Acceptable Plan of Reorganization and upon the Plan Effective Date, all, or substantially all, of the assets of the Loan Parties shall have vested in the reorganized Debtors and their respective Subsidiaries in a manner reasonably acceptable to the Required Lenders; and

(b) subject to Section 2.19(a), upon (i) the execution and delivery by the Loan Parties and the Lenders of the Exit Facility Documents and (ii) the satisfaction (or waiver in accordance with the terms of the Exit Facility Documents) of the other conditions precedent set forth in the Exit Facility Documents, each of the reorganized Loan Parties and the Lenders shall de deemed to have assumed and/or acquired the same respective rights and obligations under the Exit Facility Documents in place of their respective rights and obligations under this Agreement, which shall include (A) the conversion of the Term Loans hereunder into loans under the Exit Credit Agreement, (B) each Lender hereunder (or the Lender's designee) becoming a lender under the Exit Credit Agreement in respect of its Term Loans converted in accordance with clause (A), (C) the automatic termination of this Agreement (which shall be superseded and replaced by the Exit Credit Agreement) and the Obligations and (D) all accrued and unpaid interest, fees or expenses incurred hereunder becoming payable by the Borrower in cash prior to or substantially contemporaneously with the consummation of the effectiveness of the Exit Credit Agreement.

ARTICLE III

TAXES, INCREASED COSTS PROTECTION AND ILLEGALITY

Section 3.01 Taxes.

(a) Any and all payments by or on account of any obligation of the Borrower or any other Loan Party hereunder or under any other Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Law. If any applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from or in respect of any such payment, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Law and, if such Tax is an Indemnified Tax, the sum payable by the applicable Loan Party shall be increased as necessary so that after all such deductions or withholdings for Indemnified Taxes have been made (including such deductions and withholdings for Indemnified Taxes applicable to additional sums payable under this Section 3.01) the Lender (or, for amounts paid to the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no such deduction or withholding for Indemnified Taxes been made.

(b) In addition but without duplication, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Without duplication of amounts paid pursuant to Section 3.01(a) or Section 3.01(b), the Loan Parties shall jointly and severally indemnify each Recipient, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The relevant Recipient shall notify the Borrower of the imposition of any Indemnified Tax reasonably promptly after becoming aware of the imposition of such Tax. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf

or on behalf of a Lender, shall be conclusive absent manifest error. Notwithstanding anything to the contrary in this Section 3.01(c), no Loan Party shall be required to indemnify any Recipient pursuant to this Section 3.01(c) for any Tax to the extent the Administrative Agent or relevant Lender fails to notify the Borrower of such possible indemnification claim within 180 days after the applicable Recipient receives written notice from the applicable Governmental Authority of the specific tax assessment or deficiency claim giving rise to such indemnification claim. The relevant Recipient shall make commercially reasonable efforts to notify the Borrower of the imposition of any Indemnified Tax reasonably promptly after becoming aware of the imposition of such Tax.

(d) Within 30 days after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 3.01, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) If any Recipient determines, in its sole reasonable discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 3.01 (including by the payment of additional amounts pursuant to this Section 3.01), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 3.01 with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall promptly repay to such indemnified party the amount paid over pursuant to this clause (e) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this clause (e), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this clause (e) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This clause (e) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(f) [Reserved].

(g) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to any payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(g)(ii)(A), (ii)(B), (ii)(D) and (ii)(E) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent, on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two properly completed and duly executed copies of IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding;

(B) any Non-U.S. Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower and the Administrative Agent, on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two properly completed and duly executed copies of whichever of the following is applicable:

(1) in the case of a Non-U.S. Lender claiming the benefits of an income tax treaty to which the United States is a party, (x) with respect to payments of interest under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or any successor form), establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, copies of a properly completed and duly executed IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) IRS Form W-8ECI (or any successor form);

(3) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Non-U.S. Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and that no payments under any Loan Document are effectively connected with such Lender's conduct of a U.S. trade or business (a "**U.S. Tax Compliance Certificate**") and (y) IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or any successor form); or

(4) to the extent a Non-U.S. Lender is not the beneficial owner (*e.g.*, where the Non-U.S. Lender is a partnership or a participating Lender), IRS Form W-8IMY, accompanied by a properly completed and duly executed IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Non-U.S. Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a certificate substantially in the form of Exhibit I-4 on behalf of such direct and indirect partner(s);

(C) any Non-U.S. Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower or the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), properly completed and duly executed copies of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made;

(D) if a payment made to a Recipient would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to (i) comply with their obligations under FATCA and (ii) determine whether such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement; and

(E) the Administrative Agent, and any successor or supplemental Administrative Agent, shall deliver to the Borrower, on or prior to the date on which the Administrative Agent becomes the administrative agent hereunder or under any other Loan Document (and from time to time thereafter upon the reasonable request of the Borrower), properly completed and duly executed copies of either (i) if it is a U.S. Person, IRS Form W-9 (or any successor form) or (ii) if it is not a U.S. Person, (x) with respect to amounts payable to the Administrative Agent for its own account, IRS Form W-8ECI, and (y) with respect to amounts payable to the Administrative Agent on behalf of any Lender, IRS Form W-8IMY (or any successor form), together with required accompanying documentation, certifying that the Administrative Agent agrees to be treated as a U.S. Person with respect to any payment made to each Recipient under this Agreement (as contemplated by Section 1.1441-1(b)(2)(iv) of the Treasury Regulations). Notwithstanding anything in this clause (E) to the contrary, no Administrative Agent shall be required to deliver pursuant to this clause (E) any documentation that it is not legally eligible to deliver as a result of a change in Law.

(iii) Each Recipient agrees that if any documentation it previously delivered pursuant to this Section 3.01(g) expires or becomes obsolete or inaccurate in any respect, it shall promptly update and deliver such form or certification to the Borrower and the Administrative Agent or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so.

(iv) 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 Section 3.01(h).

(h) The agreements in this Section 3.01 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Term Commitments and the repayment, satisfaction or discharge of all other Obligations.

(i) For the avoidance of doubt, the term "applicable Law" includes FATCA.

Section 3.02 [Reserved].

Section 3.03 Illegality. If any Lender reasonably determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Term Loans whose interest is determined by reference to the Term SOFR, or to determine or charge interest rates based upon the Term SOFR, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue SOFR Loans in the affected currency or currencies or to convert Base Rate Loans to SOFR Loans shall be suspended and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans, the interest rate on which is determined by reference to the 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 Term SOFR component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or convert all of such Lender's SOFR Loans to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate) either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans to such day, or promptly after such demand, if such Lender may not lawfully continue to maintain such SOFR Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted and all amounts due, if any, in connection with such prepayment or conversion under Section 3.06. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

Section 3.04 Inability to Determine Rates.

(a) Subject to clauses (b), (d), (e), (f) and (g) of this Section 3.04, if prior to the commencement of any Interest Period for a SOFR Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Term SOFR (including because the Term SOFR Reference Rate is not available or published on a current basis), for the applicable currency and such Interest Period; *provided* that no Benchmark Transition Event shall have occurred at such time; or

(ii) the Administrative Agent is advised by the Required Lenders that Term SOFR for the applicable currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Term Loans (or its Term Loan) included in such Term Borrowing for the applicable currency and such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative

Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any request for the conversion of any Term Borrowing to, or continuation of any Term Borrowing as, a SOFR Borrowing shall be ineffective and (B) if any Committed Loan Notice requests a SOFR Borrowing, such Term Borrowing shall be made as an Base Rate Borrowing; *provided* that if the circumstances giving rise to such notice affect only one Type of Term Borrowings, then the other Type of Term Borrowings shall be permitted.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) [Reserved]

(d) In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right (in consultation with the Borrower) 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.

(e) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.04, 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 3.04.

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above

either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(g) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Term Borrowing of or conversion to Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate.

Section 3.05 Increased Cost and Reduced Return; Capital Adequacy and Liquidity Requirements.

(a) If any Lender reasonably determines that as a result of the introduction of or any change in or in the interpretation of any Law, in each case after the date hereof, or such Lender's compliance therewith, there shall be any material increase in the cost to such Lender of agreeing to make or making, funding or maintaining any Term Loan the interest on which is determined by reference to Term SOFR, or a material reduction in the amount received or receivable by such Lender in connection with any of the foregoing (including Taxes on or in respect of its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, but excluding for purposes of this Section 3.05(a) any such increased costs or reduction in amount resulting from (i) Indemnified Taxes indemnifiable under Section 3.01 and (ii) Excluded Taxes), then within 15 days after demand of such Lender setting forth in reasonable detail such increased costs (with a copy of such demand to the Administrative Agent given in accordance with Section 3.06), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender reasonably determines that the introduction of any Law regarding capital adequacy and liquidity requirements or any change therein or in the interpretation thereof, in each case after the date hereof, or compliance by such Lender (or its Lending Office) therewith, has the effect of materially reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and liquidity and such Lender's desired return on capital), then within 15 days after demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Administrative Agent given in accordance with Section 3.06), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such reduction.

(c) The Borrower shall pay to each Lender, (i) as long as such Lender shall be required to maintain reserves or liquidity with respect to liabilities or assets consisting of or including Term SOFR funds or deposits, additional interest on the unpaid principal amount of each SOFR Loan equal to the actual costs of such reserves or liquidity allocated to such Term Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive in the absence of manifest error), and (ii) as long as such Lender shall be required to comply with any liquidity requirement, reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the Term Commitments or the funding of the SOFR Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places)

equal to the actual costs allocated to such Term Commitment or Term Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent manifest error) which in each case shall be due and payable on each date on which interest is payable on such Term Loan; *provided* the Borrower shall have received at least 15 days' prior written notice (with a copy to the Administrative Agent) of such additional interest or cost from such Lender. If a Lender fails to give written notice 15 days prior to the relevant Interest Payment Date, such additional interest or cost shall be due and payable 15 days from receipt of such written notice.

(d) For purposes of this Section 3.05, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (other than foreign regulatory authorities in Switzerland), in each case pursuant to Basel III, shall, in each case, be deemed to have gone into effect after the date hereof, regardless of the date enacted, adopted or issued.

Section 3.06 Funding Losses. Upon written demand of any Lender (with a copy to the Administrative Agent) from time to time, setting forth in reasonable detail the basis for calculating such compensation, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any actual loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any SOFR Loan on a day other than the last day of the Interest Period for such Term Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Term Loan or pursuant to a conditional notice) to prepay, borrow, continue or convert any SOFR Loan on the date or in the amount notified by the Borrower; or

(c) any mandatory assignment of such Lender's SOFR Loans pursuant to Section 3.08 on a day other than the last day of the Interest Period for such Term Loans, including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Term Loan or from fees payable to terminate the deposits from which such funds were obtained (but excluding anticipated profits). The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

Section 3.07 Matters Applicable to All Requests for Compensation.

(a) A certificate of any Agent or any Lender claiming compensation under this Article III and setting forth in reasonable detail a calculation of the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods. With respect to any Recipient's claim for compensation under Section 3.03, 3.04 or 3.05, the Loan Parties shall not be required to compensate such Recipient for any amount incurred more than 180 days prior to the date that such Recipient notifies the 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.

(b) If any Lender requests compensation under Section 3.05, or the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.03, then such Lender will, if

requested by the Borrower and at the Borrower's expense, use reasonable efforts to designate another Lending Office for any Term Loan affected by such event; *provided* that such efforts (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.05, as applicable, in the future and (ii) would not, in the reasonable judgment of such Lender be disadvantageous in any material legal, economic or regulatory respect to such Lender or its Lending Office. The provisions of this clause (b) shall not affect or postpone any Obligations of the Borrower or rights of such Lender pursuant to Sections 3.01 and 3.05.

(c) If any Lender requests compensation by the Borrower under Section 3.05, the Borrower may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender to make or continue from one Interest Period to another SOFR Loans, or to convert Base Rate Loans into SOFR Loans, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.07(e) shall be applicable); *provided* that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(d) If the obligation of any Lender to make or continue from one Interest Period to another any SOFR Loan, or to convert Base Rate Loans into SOFR Loans shall be suspended pursuant to Section 3.03, 3.05 or 3.07(c) hereof, such Lender's SOFR Loans shall be automatically converted into Base Rate Loans on the last day(s) of the then current Interest Period(s) for such SOFR Loans (or, in the case of an immediate conversion required by Section 3.03, 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 3.03, 3.04 or 3.05 hereof that gave rise to such conversion no longer exist:

(i) to the extent that such Lender's SOFR Loans have been so converted, all payments and prepayments of principal that would otherwise be applied to such Lender's SOFR Loans shall be applied instead to its Base Rate Loans; and

(ii) all Term Loans that would otherwise be made or continued from one Interest Period to another by such Lender as SOFR Loans shall be made or continued instead as Base Rate Loans, and all Base Rate Loans of such Lender that would otherwise be converted into SOFR Loans shall remain as Base Rate Loans.

(e) If any Lender gives notice to the Borrower (with a copy to the Administrative Agent) that the circumstances specified in Section 3.03, 3.04 or 3.05 hereof that gave rise to the conversion of such Lender's SOFR Loans pursuant to this Section 3.07 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when SOFR Loans made by other Lenders are outstanding, such Lender's Base Rate Loans shall be automatically converted, on the first day(s) of the next succeeding Interest Period(s) for such outstanding SOFR Loans, to the extent necessary so that, after giving effect thereto, all Term Loans held by the Lenders holding SOFR Loans and by such Lender are held pro rata (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective Term Commitments.

(f) A Lender shall not be entitled to any compensation pursuant to the foregoing sections to the extent such Lender is not imposing such charges or requesting such compensation from borrowers (similarly situated to the Borrower hereunder) under comparable syndicated credit facilities.

Section 3.08 Replacement of Lenders Under Certain Circumstances.

(a) If at any time (i) the Borrower becomes obligated to pay additional amounts or indemnity payments described in Section 3.01 or 3.05 as a result of any condition described in such Sections or any Lender ceases to make SOFR Loans as a result of any condition described in Section 3.03 or 3.04, (ii) any Lender becomes a Defaulting Lender or (iii) any Lender becomes a Non-Consenting Lender (as defined

below in this Section 3.08) (collectively, a "**Replaceable Lender**"), then the Borrower may, on three Business Days' prior written notice from the Borrower to the Administrative Agent and such Lender (for the avoidance of doubt, such notice shall be deemed provided on the same day that an amendment or waiver is posted to the Lenders for consent), either (i) replace such Lender by causing 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 Borrower in such instance) all of its rights and obligations under this Agreement (or, in the case of a Non-Consenting Lender, all of its rights and obligations under this Agreement with respect to the DIP Term Facility for which its consent is required) to one or more Eligible Assignees; *provided* that neither the Administrative Agent nor any Lender shall have any obligation to the Borrower to find a replacement Lender or other such Person or (ii) so long as no Default or Event of Default shall have occurred and be continuing, terminate the Term Commitment of such Lender and repay all Obligations of the Borrower owing (and the amount of all accrued interest and fees in respect thereof) to such Lender relating to the Term Loans and participations held by such Lender as of such termination date; *provided* that (i) in the case of any such replacement of, or termination of Term Commitments with respect to a Non-Consenting Lender such replacement or termination shall be sufficient (together with all other consenting Lenders including any other replacement Lender) to cause the adoption of the applicable modification, waiver or amendment of the Loan Documents and (ii) in the case of any such replacement as a result of the Borrower having become obligated to pay amounts described in Section 3.01 or 3.05, such replacement would eliminate or reduce payments pursuant to Section 3.01 or 3.05, as applicable, in the future. Any Lender being replaced pursuant to this Section 3.08(a) shall (i) execute and deliver an Assignment and Assumption with respect to such Lender's Term Commitment and outstanding Term Loans, (ii) [reserved] and (iii) deliver any Term Notes evidencing such Term Loans to the Borrower or the Administrative Agent (for return to the Borrower). 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 Term Commitment and outstanding Term Loans, (B) all Obligations relating to the Term Loans (and the amount of all accrued interest, fees and premiums in respect thereof) so assigned shall be paid in full by the assignee Lender to such assigning Lender concurrently with such assignment and assumption and (C) upon such payment and, if so requested by the assignee Lender, the assigning Lender shall deliver to the assignee Lender the applicable Term Note or Term Notes executed by the Borrower, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Term Loans, Term Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender. In connection with any such replacement, if any such Replaceable Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Assumption reflecting such replacement within two Business Days of the date on which the assignee Lender executes and delivers such Assignment and Assumption to such Replaceable Lender, then such Replaceable Lender shall be deemed to have executed and delivered such Assignment and Assumption without any action on the part of the Replaceable Lender. In connection with the replacement of any Lender pursuant to this Section 3.08(a), the Borrower shall pay to such Lender such amounts as may be required pursuant to Section 3.06.

(b) Notwithstanding anything to the contrary contained above, the Lender that acts as the Administrative Agent (if applicable) may not be replaced hereunder except in accordance with the terms of Section 9.09.

(c) In the event that (i) the Borrower or the Administrative Agent has requested the Lenders to consent to a waiver of any provisions of the Loan Documents or to agree to any amendment or other modification thereto, (ii) the waiver, amendment or modification in question requires 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 Term Loans and (iii) the Required Lenders have agreed to such waiver, amendment or modification, then any Lender who does not agree to such waiver, amendment or modification, in each case, shall be deemed a "**Non-Consenting Lender**".

(d) Survival. All of the Loan Parties' obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder, any assignment by or replacement of a Lender and any resignation or removal of the Administrative Agent.

ARTICLE IV

CONDITIONS PRECEDENT TO TERM BORROWINGS

Section 4.01 Conditions to the Closing Date. This Agreement shall become effective and the obligations of the Lenders to make the Initial Term Loans in respect of the Initial Term Commitments on the Closing Date shall become effective on the date on which each of the following conditions is satisfied (or waived by the Required Lenders and, with respect to Sections 4.01(c) and (k), the Fronting Lender):

(a) The Administrative Agent (or counsel thereto) shall have received all of the following, each of which shall be originals or facsimiles or "pdf" files (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated as of the Closing Date (or, in the case of certificates of governmental officials, as of a recent date before the Closing Date), each in form and substance reasonably satisfactory to the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably), and each accompanied by their respective required schedules and other attachments:

(i) executed counterparts of (A) this Agreement from Holdings and the Borrower, (B) the Holdings Guaranty from Holdings and (C) the Subsidiary Guaranty from the Borrower and each Subsidiary Guarantor;

(ii) the Canadian Security Agreement and the Canadian Hypothec, duly executed by each Canadian Loan Party and the U.S. Security Agreement duly executed by each U.S. Loan Party, together with (subject to the last paragraph of this Section 4.01):

(A) to the extent required to be pledged under the terms of the Security Agreement, certificates, if any, representing the Equity Interests in the Borrower and each wholly owned Subsidiary, accompanied by undated stock powers executed in blank (or stock transfer forms, as applicable) and instruments evidencing the Pledged Debt indorsed in blank (or instrument of transfer, as applicable); *provided* that, solely with respect to this Section 4.01(a)(ii)(A), delivery of the foregoing to the Prepetition First Lien Term Loan Collateral Agent shall be sufficient to satisfy this condition;

(B) copies of proper financing statements, filed or duly prepared for filing under the Uniform Commercial Code in all United States jurisdictions or the PPSA in all Canadian jurisdictions that the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) may deem reasonably necessary in order to perfect and protect the Liens on assets of each Loan Party created under the applicable Security Agreement and the Canadian Hypothec, covering the Collateral described in such Security Agreement and the Canadian Hypothec; and

(C) evidence that all other actions, recordings and filings of or with respect to the applicable Security Agreement and the Canadian Hypothec that the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably) may deem reasonably necessary or desirable in order to perfect and protect the Liens created thereby shall have been taken, completed or otherwise provided for in a manner

reasonably satisfactory to the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably) (including receipt of customary lien searches);

(iii) an Intellectual Property Security Agreement, duly executed by the Administrative Agent and each Loan Party that owns intellectual property that is required to be pledged in accordance with the applicable Security Agreement;

(iv) [a Term Note executed by the Borrower in favor of each Lender requesting a Term Note reasonably in advance of the Closing Date, to the extent requested by any such Lender];

(v) a Committed Loan Notice relating to the Term Borrowing of the Initial Term Loans;

(vi) [reserved];

(vii) such customary documents and certifications (including Organization Documents and, if applicable, good standing certificates or certificates of status) as the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably) may reasonably require to evidence (A) the identity, authority and capacity of each Responsible Officer of the Loan Parties acting as such in connection with this Agreement and the other Loan Documents and (B) that Holdings, the Borrower and each Subsidiary Guarantor is duly organized or formed, and that each of them is validly existing and, to the extent applicable, in good standing;

(viii) [reserved]; and

(ix) a certificate of a Responsible Officer of the Borrower certifying that the conditions set forth in Sections 4.01(d), (e), (f), (g), (h), (i)(ii), (k) and (l) have been satisfied.

(b) Holdings and the Borrower shall have provided the documentation and other information reasonably requested in writing at least ten (10) Business Days prior to the Closing Date by the Administrative Agent as they reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "**PCMLTF Act**") and a Beneficial Ownership Certification in relation to the Borrower, in each case at least three (3) Business Days prior to the Closing Date (or such shorter period as the Administrative Agent shall otherwise agree).

(c) All fees required to be paid on the Closing Date pursuant to the Agent Fee Letter and the Fronting Fee Letter and all reasonable and documented out-of-pocket expenses of the Administrative Agent, the Collateral Agent and the Lenders (including the Fronting Lender) required to be paid on the Closing Date pursuant to the Loan Documents, the Fronting Fee Letter and the RSA (including, without limitation, the fees and expenses of the Ad Hoc Group Advisors payable pursuant to the RSA or this Agreement), to the extent such expenses are invoiced at least two (2) Business Days prior to the Closing Date (or such later date as the Borrower may reasonably agree) shall, upon the initial Term Borrowing hereunder, have been paid concurrently with the initial funding of the Initial Term Loans (which amounts may be offset against the proceeds of the Initial Term Loans).

(d) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the date of the Term Borrowing of Initial Term Loans, except to the extent that such representations and warranties specifically

refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date.

(e) No Default or Event of Default shall exist immediately prior to, or would immediately result from, the Term Borrowing of Initial Term Loans or from the application of the proceeds therefrom.

(f) The Petition Date shall have occurred, and each Borrower and each other Loan Party that is a Debtor as of the Closing Date shall be a debtor and a debtor-in-possession in the Chapter 11 Cases.

(g) Since the Petition Date, other than as a result of the commencement of the Chapter 11 Cases, there has not been any event, change, occurrence or circumstance that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(h) The Chapter 11 Cases of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code.

(i) (i) The Lenders and each of the Administrative Agent and Collateral Agent shall have received advanced drafts of all other First Day Orders (including, without limitation, any order approving significant or outside the ordinary course of business transactions entered on (or prior to) the Closing Date and a Cash Management Order), in form and substance reasonably satisfactory to the Required Lenders and each of the Administrative Agent and the Collateral Agent (in each case, solely with respect to its own rights, obligations, liabilities, duties and treatment), and (ii) except as otherwise reasonably acceptable to the Required Lenders, all First Day Orders intended to be entered by the Bankruptcy Court at or immediately after the Debtors' "first day" hearing shall have been entered by the Bankruptcy Court, shall be Approved Bankruptcy Court Orders or otherwise reasonably acceptable to the Required Lenders and each of the Administrative Agent and the Collateral Agent (in each case, solely with respect to its own rights, obligations, liabilities, duties and treatment), shall be in full force and effect and shall not have been modified or amended other than as reasonably acceptable to the Required Lenders and (in each case, solely with respect to its own rights, obligations, liabilities, duties and treatment) each of the Administrative Agent and the Collateral Agent.

(j) The Administrative Agent and the Lenders shall have received the Initial Budget.

(k) The Fronting Lender shall have received (i) a duly executed copy of this Agreement, (ii) the Fronting Fee Letter duly executed by the Borrower, (iii) the Master Consent to Assignment duly executed by the Borrower and the Administrative Agent and (iv) a copy of the executed Committed Loan Notice delivered in connection with the funding of the Initial Term Loans.

(l) No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with expanded powers shall have been appointed in any of the Chapter 11 Cases.

(m) The RSA shall be in full force and effect and shall not have been amended or modified (other than in accordance with its terms) and shall not have been terminated.

(n) The Interim DIP Order shall be in full force and effect and shall not have been stayed, vacated, reversed, amended or modified without the consent of the Required Lenders.

Section 4.02 Conditions to the Delayed Draw Term Loan Borrowing Date. The obligation of each Delayed Draw Term Loan Lender to make Delayed Draw Term Loans pursuant to the Delayed Draw Term Loan Commitments on the Delayed Draw Term Loan Borrowing Date is subject to satisfaction or

waiver (by the Required Lenders and, with respect to Sections 4.02(c), (l) and (m), the Fronting Lender) of the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the date of such Term Borrowing of Delayed Draw Term Loans, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date.

(b) No Default or Event of Default shall exist immediately prior to, or would immediately result from, the Term Borrowing of Delayed Draw Term Loans or from the application of the proceeds therefrom.

(c) All reasonable and documented out-of-pocket expenses of the Administrative Agent, the Collateral Agent and the Lenders (including the Fronting Lender) required to be paid on the Delayed Draw Term Loan Borrowing Date pursuant to the Loan Documents, the Fronting Fee Letter and the RSA (including, without limitation, the fees and expenses of the Ad Hoc Group Advisors payable pursuant to the RSA or this Agreement), to the extent such expenses are invoiced at least three (3) Business Days prior to the Delayed Draw Term Loan Borrowing Date (or such later date as the Borrower may reasonably agree) shall have been paid concurrently with the funding of the Delayed Draw Term Loans (which amounts may be offset against the proceeds of the Delayed Draw Term Loans).

(d) There is no event or circumstance that has occurred since the Petition Date that could reasonably be expected to have a Material Adverse Effect (other than as a result of the commencement of the Chapter 11 Cases).

(e) The Final DIP Order Entry Date shall have occurred no earlier than three (3) Business Days prior to the Delayed Draw Term Loan Borrowing Date (or such earlier date to which the Required Lenders may agree), and the Final DIP Order shall be in full force and effect and shall not have been stayed, vacated, reversed, amended or modified without the consent of the Required Lenders.

(f) All other material "second day orders" intended to be entered on or prior to the Final DIP Order Entry Date and any order establishing material procedures for the administration of the Chapter 11 Cases, if any, shall have been entered by the Bankruptcy Court, shall be Approved Bankruptcy Court Orders and shall be in full force and effect.

(g) The Agents, for the benefit of the Secured Parties, shall have valid, binding, enforceable, non-avoidable, and automatically and fully and perfected Liens on, and security interests, in the Collateral (to the extent required by the Required Lenders in their sole discretion), in each case, having the priorities set forth in the Orders and subject only to the payment in full in cash of any amounts due under the Carve Out.

(h) The Chapter 11 Cases of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code.

(i) No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with expanded powers shall have been appointed in any of the Chapter 11 Cases.

(j) The RSA shall be in full force and effect and not have been amended or modified (other

than in accordance with its terms, including the consent rights set forth therein).

(k) The Administrative Agent and the Ad Hoc Group Advisors shall have received (i) an Approved Budget for the 13-week period commencing on or about the Delayed Draw Term Loan Borrowing Date and (ii) all Budget Variance Reports then required to be delivered pursuant to Section 6.01(e).

(l) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

(m) The Delayed Draw Term Loan Borrowing Outside Date has not occurred.

Each Committed Loan Notice submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a)-(k) have been satisfied (unless waived) on and as of the date of the Delayed Draw Term Loan Borrowing Date.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

On the Closing Date and Delayed Draw Term Loan Borrowing Date, each of Holdings (solely with respect to Sections 5.01, 5.02, 5.03, 5.04, 5.08, 5.12, 5.13, 5.14, 5.18, 5.19, 5.20 and 5.21) the Borrower represents and warrants, in each case after giving effect to the Transactions, to the Administrative Agent, Collateral Agent and the Lenders that:

Section 5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each of the Subsidiaries (subject, in the case of clause (c), to the Legal Reservations and Section 5.03) (a) is a Person duly organized, formed or incorporated, amalgamated or continued, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of the jurisdiction of its incorporation or organization, (b) subject to the Orders, 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 is authorized to do business and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification and (d) subject to Orders, 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 the Borrower), (b)(i), (b)(ii) (other than with respect to the Borrower), (c) and (d), to the extent that any failure to be so or to have such could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. Subject to the Orders, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party, are within such Loan Party's corporate or other powers, have been duly authorized by all necessary corporate or other organizational action and do not (a) contravene the terms of any of such Person's Organization Documents or (b) violate any Law (other than violations arising as a result of the commencement of the Chapter 11 Cases and except as otherwise excused by the Bankruptcy Court); except in each case to the extent that such violation could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.03 Governmental Authorization; Other Consents. Subject to the Orders, 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,

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 or (c) the perfection or maintenance of the Liens created under the Collateral Documents, except for (w) filings and registrations necessary to perfect the Liens on the Collateral granted by the Loan Parties consisting of UCC or PPSA financing statements and filings in the United States Patent and Trademark Office, the United States Copyright Office and the Canadian Intellectual Property Office, (x) 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, (y) those approvals, consents, exemptions, authorizations or other actions, notices or filings set out in the Collateral Documents and (z) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have, individually or in the aggregate, 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 (to the extent such concept is applicable in the relevant jurisdiction and subject, in each case, to entry of the Orders and the terms thereof and the Legal Reservations and Section 5.03) that is party thereto. Subject to the Orders and the Legal Reservations, 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.

Section 5.05 Financial Statements; No Material Adverse Effect.

(a) The audited consolidated financial statements of the Borrower (or of any Parent Holding Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) and its Subsidiaries most recently delivered pursuant to Section 6.01(a) fairly present in all material respects the consolidated financial condition of the Borrower (or of any Parent Holding Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) and its Subsidiaries as of the dates thereof and their results of operations for the period covered thereby in accordance with GAAP, consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) The unaudited consolidated financial statements of the Borrower (or of any Parent Holding Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) and its Subsidiaries most recently delivered pursuant to Section 6.01(b) (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects the consolidated financial condition of the Borrower (or of any Parent Holding Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject to the absence of footnotes and to normal and recurring year-end audit adjustments.

(c) Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

(d) The financial projections included in the Initial Budget and any Updated Budget prepared by or on behalf of the Borrower or any of their representatives and that have been made available to any Lender in connection with the DIP Term Facility have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time furnished (it being understood that the 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 Borrower, that no assurance can be given that any particular financial projection will be realized, that actual results may differ significantly from projected results and that such differences may be material).

Section 5.06 Litigation. As of the Closing Date, except for the Chapter 11 Cases, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, against any Borrower Party, or against any of their properties or revenues that would reasonably be expected to have a Material Adverse Effect.

Section 5.07 Use of Proceeds. Subject to the Orders, the proceeds of the Term Loans will be used in accordance with, and as provided in, the Approved Budget (subject to permitted variances) (a) to refinance in full the Prepetition First Lien Tranche A Term Loans upon entry of the Interim DIP Order, (b) to pay costs, fees and expenses related to the Chapter 11 Cases, including the Carve Out and (c) to fund the working capital needs and expenditures of the Debtors during the Chapter 11 Cases in accordance with the Approved Budget, including, for the avoidance of doubt, the claims of prepetition creditors, which may include, without limitation, employees, customers, lienholders, insurers, vendors and taxing authorities, in each case, to the extent authorized by the Interim DIP Order or the Final DIP Order (as applicable) and consistent with the Approved Budget.

Section 5.08 Ownership of Property; Liens.

(a) Each Loan Party and each of the Subsidiaries has fee simple or other comparable valid title to, or leasehold interests in, all real 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 and Liens permitted by Section 7.02, except where the failure to have such title or interests could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the use or operation of any real property necessary for the ordinary conduct of the Borrower's business, taken as a whole.

(b) Set forth on Schedule 5.08 hereto is a complete and accurate list, in all material respects, of all Material Real Property owned by any Loan Party as of the Petition Date, showing as of the Petition Date, the street address (to the extent available), county or other relevant jurisdiction, state and record owner.

Section 5.09 Environmental Compliance. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) the Borrower Parties and their respective operations and properties are in compliance with all applicable Environmental Laws and Environmental Permits and none of the Borrower Parties are subject to any Environmental Liability.

(b) (i) None of the properties currently or, to the knowledge of the Borrower, formerly owned or operated by any Borrower Party is listed or, to the knowledge of the Borrower, proposed for listing on the NPL or on the SEMS or any analogous foreign, state, provincial, territorial or local list, (ii) there is no asbestos or asbestos-containing material on any property currently owned, leased or operated by any Borrower Party requiring investigation, remediation, mitigation, removal, or assessment, or other response, remedial or corrective action to be taken by any Borrower Party, pursuant to any Environmental Law and (iii) Hazardous Materials have not been Released and, to the knowledge of the Borrower, there exists no threat of Release of Hazardous Materials on any property currently or, to the knowledge of the Borrower, formerly owned, leased or operated by any Borrower Party, except for such Releases or threats of Releases that were in compliance with, or would not reasonably be expected to give rise to liability of any Borrower Party under any Environmental Law.

(c) None of the Borrower Parties is currently undertaking, either individually or together with other potentially responsible parties, any investigation, remediation, mitigation, removal, assessment or remedial, response or corrective action relating to any actual or threatened Release of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law.

(d) All Hazardous Materials Released, generated, used, treated, handled or stored at, or transported to or from, any property currently or, to the knowledge of the Borrower, formerly owned or operated by any Borrower Party have been disposed of in a manner that would not reasonably be expected to result in liability to any Borrower Party.

(e) None of the Borrower Parties has received notice of or is subject to any claim, action, proceeding or suit with respect to any actual or alleged Environmental Liability.

Section 5.10 Taxes. Subject to the Orders and any required approval by the Bankruptcy Court, the Borrower Parties have filed or have caused to be filed all Tax returns and reports required to be filed, and have paid all Taxes (including in their capacity as withholding agents) levied or imposed upon them or their properties, income or assets otherwise due and payable, except those (a) 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 (b) the nonpayment of which is permitted or required by the Bankruptcy Code.

Section 5.11 Employee Benefit Plans.

(a) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) each Plan is in compliance with the applicable provisions of ERISA, the Code and other applicable federal and state laws and (ii) each Plan that is intended to be a qualified plan under Section 401(a) of the Code may rely upon an opinion letter for a prototype plan or has received a favorable determination letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter will be submitted to the IRS within the applicable required time period with respect thereto or is currently being processed by the IRS, and to the knowledge of any Loan Party, nothing has occurred that would prevent, or cause the loss of, such tax-qualified status.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) each Canadian Pension Plan is in compliance with all requirements of Laws applicable thereto and the respective requirements of the governing documents for such plan and (ii) with respect to each Canadian Pension Plan, none of the Borrower or any of its Subsidiaries or any of their respective directors, officers, employees or agents has engaged in a transaction that could subject any Borrower Party, directly or indirectly, to any tax or civil penalty. As of the Petition Date, no Canadian Pension Plan is a Canadian Defined Benefit Plan.

(c) There are no pending or, to the knowledge of any Loan Party, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan or Canadian Pension Plan that would reasonably be expected to have a Material Adverse Effect (other than as a result of the commencement of the Chapter 11 Cases). There has been no "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 or 407 of ERISA (and not otherwise exempt under Section 408 of ERISA) with respect to any Plan that would reasonably be expected to result in a Material Adverse Effect.

(d) (i) No ERISA Event has occurred and neither any Loan Party nor, to the knowledge of any Loan Party, any ERISA Affiliate is aware of any fact, event or circumstance that would reasonably be expected to constitute or result in an ERISA Event with respect to any Plan or Multiemployer Plan, (ii) each Loan Party, to the knowledge of any Loan Party, and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Plan, and no waiver of the minimum funding standards under such Pension Funding Rules has been applied for or obtained, (iii) there exists no Unfunded Pension Liability, (iv) as of the most recent valuation date for any Plan, the present value of all accrued benefits under such Plan (based on the actuarial assumptions used to fund such Plan) did not exceed the value of the assets of such Plan allocable to such accrued benefits, (v) neither any Loan Party nor, to the knowledge of any Loan Party, any ERISA Affiliate knows of any facts or circumstances that would reasonably be expected to cause the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) for any Plan, if applicable, to drop below 80.0% as of the most recent valuation date, (vi) neither any Loan Party, to the knowledge of any Loan Party, nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid, (vii) neither any Loan Party nor, to the knowledge of any Loan Party, any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA and (viii) no Plan has been terminated by the plan administrator thereof or by the PBGC and no event or circumstance has occurred or exists that would reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Plan or Multiemployer Plan, except with respect to each of the foregoing clauses (i) through (viii) of this Section 5.11(d), as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.12 Subsidiaries; Capital Stock. As of the Closing Date (after giving effect to the Transactions) there are no Subsidiaries other than those specifically disclosed in Schedule 5.12, and all of the outstanding Capital Stock in such Subsidiaries that are owned by a Loan Party have been validly issued, are fully paid and non-assessable (other than for those Subsidiaries that are limited liability companies and limited partnerships and to the extent such concepts are not applicable in the relevant jurisdiction) and are owned free and clear of all Liens except for Permitted Liens.

Section 5.13 Margin Regulations; Investment Company Act.

(a) None of the Loan Parties is engaged, nor will any such Loan Party engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock. Neither the making of any Term Borrowing hereunder nor the use of proceeds thereof will violate any regulations of the FRB, including the provisions of Regulations T, U or X of the FRB. No proceeds of any Term Borrowings will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

(b) None of the Loan Parties is, or is required to be, registered as an "investment company" under the Investment Company Act of 1940, as amended.

Section 5.14 Disclosure. As of the Closing Date, no report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party (other than projected financial information, pro forma financial information and information of a general economic or industry nature) to any Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Loan Document (as modified or supplemented by other information so furnished), when taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not materially misleading; *provided* that, with respect to projected and pro forma financial information, the Borrower represents only that such information was

prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery; it being understood that actual results may vary from such forecasts and that such variances may be material.

Section 5.15 Compliance with Laws. Subject to the Orders, the Borrower and each Borrower Party is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees (but not including Sanctions Laws and Regulations, Anti-Money Laundering Laws or Anti-Corruption Laws, which are discussed in Section 5.19 and Section 5.20) applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted, (b) the failure to comply therewith is permitted or required by the Bankruptcy Code or (c) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect (other than as a result of the commencement of the Chapter 11 Cases).

Section 5.16 Intellectual Property; Licenses, Etc. To the knowledge of the Borrower, the Borrower and each Subsidiary Guarantor owns, licenses or possesses the right to use, all of the trademarks, service marks, trade names, domain names, social media identifiers and accounts, copyrights, patents, industrial designs, trade secrets and other intellectual property rights (collectively, "**IP Rights**") that are necessary for the operation of its respective business, as currently conducted, except to the extent such failure to own, license or possess, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and provided that the foregoing shall not be deemed to constitute a representation that the Borrower and the Subsidiary Guarantors do not infringe or violate the IP Rights held by any other Person. Set forth on Schedule 5.16 is a complete and accurate list of all material registrations or applications for registration in the United States Patent and Trademark Office or the United States Copyright Office or the Canadian Intellectual Property Office of patents, industrial designs, trademarks, and copyrights owned or, in the case of copyrights, exclusively licensed by the Borrower and Subsidiary Guarantors as of the Petition Date. To the knowledge of the Borrower, the conduct of the business of the Borrower or Subsidiary Guarantors as currently conducted does not infringe upon, misappropriate or violate any IP Rights held by any other Person, except for such infringements, misappropriations and violations which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, and no claim or litigation alleging any such infringement, misappropriation or violation is pending or, to the knowledge of the Borrower, threatened in writing, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 5.17 [Reserved].

Section 5.18 Perfection, Etc.. Subject to the Orders and the Legal Reservations, each Collateral Document delivered pursuant to this Agreement will, upon execution and delivery thereof, be effective to create (to the extent described therein 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 to the extent intended to be created thereby, except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, winding-up, insolvency, fraudulent conveyance, reorganization (by way of voluntary arrangement, schemes of arrangements or otherwise), moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and (a) when financing statements and other filings in the appropriate form are filed or registered, as applicable, in the offices of the Secretary of State of each Loan Party's jurisdiction of organization or formation or as required under the PPSA and (b) upon the taking of possession or control by the Collateral Agent (or the Prepetition First Lien Term Loan Collateral Agent or the applicable agent or gratuitous bailee under the Prepetition ABL/Term Loan Intercreditor Agreement) 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 possession or control by the Collateral Agent is

required by the applicable Collateral Document) the Liens created by the Collateral Documents shall constitute fully perfected Liens and, solely with respect to Equity Interests (other than with respect to Equity Interests of any Person that is an "Excluded Subsidiary"), fully perfected first priority Liens, in each case, so far as possible under relevant law on, and security interests in (to the extent intended to be created thereby and required to be perfected under the Loan Documents), all right, title and interest of the grantors in such Collateral in each case free and clear of any Liens other than Liens permitted hereunder.

Section 5.19 Sanctions; OFAC.

(a) Sanctions Laws and Regulations. Each of Holdings, the Borrower and each of their respective Subsidiaries is (i) in compliance with applicable Sanctions Laws and Regulations and (ii) in compliance, in all material respects, with applicable anti-money laundering laws and regulations. No Term Borrowing, or use of proceeds therefrom, will knowingly violate or result in the violation of any Sanctions Laws and Regulations by any party hereto.

(b) OFAC. None of (I) Holdings, the Borrower or any other Loan Party and (II) the Non-Loan Party Subsidiaries or any director, officer or, to the knowledge of Holdings and the Borrower, manager, agent or employee of Holdings, the Borrower or any of their respective Subsidiaries, in each case, (i) is a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of the Executive Order, (ii) engages in any dealings or transactions prohibited by Section 2 of the Executive Order, or is otherwise associated with any such person in any manner that violates Section 2 of the Executive Order or (iii) is a Sanctioned Person. The Borrower will not directly or, to the knowledge of the Borrower, indirectly use the proceeds of the Term Loans, or otherwise make available such proceeds to any Person, (x) for the purpose of financing activities or transactions of or with any Sanctioned Person, or dealings or investments in or with any Sanctioned Country, in each case in violation of Sanctions Laws and Regulations, or (y) in any manner that would constitute or give rise to a violation of Sanctions Laws and Regulations by any party hereto.

Section 5.20 Anti-Corruption Laws. No part of the proceeds of any Term Loan will, directly or, to the knowledge of the Borrower, indirectly, be used for any improper payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, or any other party (if applicable) in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, the Criminal Code (Canada) or the Corruption of Foreign Public Officials Act (Canada), in each case, as amended, or any other similar law relating to corruption or bribery that applies to any Loan Party or any of its Subsidiaries (the "**Anti-Corruption Laws**"). The Borrower, its respective Subsidiaries and their respective officers, directors and, to the knowledge of the Borrower, employees and agents are in compliance in all material respects with Anti-Corruption Laws.

Section 5.21 Chapter 11 Cases; Orders.

(a) The Chapter 11 Cases were commenced on the Petition Date and proper notice was given for (i) the motion seeking approval of the Loan Documents, the Interim DIP Order and Final DIP Order, (ii) the hearing for the entry of the Interim DIP Order, and (iii) the hearing for the entry of the Final DIP Order. The Loan Parties that are Debtors shall give, on a timely basis as specified in the Interim DIP Order or the Final DIP Order, as applicable, all notices required to be given to all parties specified in the Interim DIP Order or the Final DIP Order, as applicable.

(b) After the entry of the Interim DIP Order, and pursuant to and to the extent permitted in the Orders, as applicable, the Obligations of the Debtors will constitute allowed Superpriority Claims in the Chapter 11 Cases, subject to (i) the Carve Out and (ii) the priorities set forth in the Interim DIP Order or

Final DIP Order, as applicable.

(c) The Interim DIP Order (with respect to the period on and after entry of the Interim DIP Order and prior to entry of the Final DIP Order) or the Final DIP Order (with respect to the period on and after entry of the Final DIP Order), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), vacated, or, without the Required Lenders' consent (with an email from counsel being sufficient), modified or amended. The Loan Parties are in compliance in all material respects with the Orders.

ARTICLE VI

AFFIRMATIVE COVENANTS

So long as the Termination Date has not occurred, (A) the Borrower covenants from and after the Closing Date to the Secured Parties that it shall, and shall cause each of its Subsidiaries to and (B) with respect to Section 6.05(a), and 6.18, Holdings covenants from and after the Closing Date to the Secured Parties that it shall:

Section 6.01 Financial Statements. Deliver to the Administrative Agent for further distribution to each Lender:

(a) within 180 days (solely in the case of the fiscal year ended September 30, 2025) or otherwise 150 days after the end of each fiscal year of the Borrower (which period for delivery may be extended by the Administrative Agent (acting at the Direction of the Required Lenders) by up to 30 days), starting with the fiscal year ended September 30, 2025, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of any independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards;

(b) within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, starting with the fiscal quarter ending December 31, 2025, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations and cash flows for such fiscal quarter and 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 Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Borrower and its Subsidiaries in accordance with GAAP in all material respects, subject only to normal year-end audit adjustments and the absence of footnotes;

(c) within 30 days after the end of each of the first two fiscal months of each fiscal quarter of the Borrower, starting with the fiscal month ending January 31, 2026, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal month, and the related consolidated statements of income or operations and cash flows for such fiscal month and for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal month 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 Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Borrower and its Subsidiaries in accordance with GAAP in all

material respects, subject only to normal year-end audit adjustments and the absence of footnotes; and

(d) not later than 5:30 p.m. (New York time) on every second Friday (or, to the extent that any Friday is not a Business Day, the next Business Day thereafter) occurring after the Petition Date (each, an "**Updated Budget Delivery Date**"), commencing with the Friday of the second full calendar week occurring after the Petition Date, a Budget and cash flow forecast for the rolling 13-week period, including the Liquidity Shortfall as of the end of such period, commencing on the Monday immediately preceding the applicable Updated Budget Delivery Date (each, an "**Updated Budget**"), in form and substance acceptable to the Required Lenders; provided that,

(i) the form of any Updated Budget the form of which is substantially consistent with the Initial Budget shall be deemed to be in a form acceptable to the Required Lenders; and

(ii) for the avoidance of doubt, upon (and subject to) the acceptance by the Required Lenders of any Updated Budget, such Updated Budget shall constitute the "Approved Budget";

(e) not later than 5:30 pm (New York time) on every second Friday (or, to the extent that such Friday is not a Business Day, the next Business Day thereafter) occurring after the Petition Date, commencing with the Friday of the fourth full calendar week occurring after the Petition Date, a Budget Variance Report for the most recently ended Budget Variance Test Period.

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent for further distribution to each Lender:

(a) no later than five (5) Business Days after the delivery of the financial statements referred to in Sections 6.01(a) and (b), a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower (which delivery may, unless the Administrative Agent or a Lender requests executed originals, be by electronic communication including fax or email and shall be deemed to be an original authentic counterpart thereof for all purposes);

(b) promptly after the same are available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file, copies of any report, filing or communication with the SEC under Section 13 or 15(d) of the Exchange Act, or with any Governmental Authority that may be substituted therefor, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) promptly after the furnishing thereof, copies of any notices received by any Loan Party (other than in the ordinary course of business) and copies of any statement or report furnished to any holder of debt securities or loans of any Loan Party or of any of its Subsidiaries (other than (i) any immaterial correspondence in the ordinary course of business or (ii) any regularly required monthly, quarterly or annual certificates or notices specific to the nature of a specific facility or the internal requirements of the specific debtholders under such facility (*e.g.*, borrowing base certificates, monthly financial statements, etc.)), in each case pursuant to the terms of the DIP ABL Credit Agreement, Prepetition ABL Credit Agreement, Prepetition First Lien Term Loan Credit Agreement, Prepetition Second Lien Credit Agreement or any other Prepetition Indebtedness in a principal amount greater than the Threshold Amount and not otherwise required to be furnished to the Lenders pursuant to any other clause of this Section 6.02;

(d) promptly after the receipt thereof by any Loan Party or any of its Subsidiaries, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-

U.S. jurisdiction) concerning any material investigation or other material inquiry by such agency regarding financial or other operational results of any Loan Party or any of its Subsidiaries;

(e) promptly after the written assertion or occurrence thereof, notice of any action arising under any Environmental Law against any Loan Party or any of its Subsidiaries, or of any noncompliance by any Loan Party or any of its Subsidiaries with any Environmental Law or Environmental Permit, in each case that would reasonably be expected to have a Material Adverse Effect;

(f) together with the delivery of each Compliance Certificate pursuant to Section 6.02(a), a report supplementing Schedule 5.12 hereto to the extent necessary so that the related representation and warranty would be true and correct if made as of the date of such Compliance Certificate; and

(g) promptly, such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Subsidiary thereof as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a), (b), or (c) or Section 6.02(b) or (c) (or to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are posted on the Borrower's (or any Parent Holding Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) behalf on the Platform or another relevant internet or intranet 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 the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents described in this paragraph and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents to the extent requested by the Administrative Agent. The Administrative Agent shall have no responsibility to monitor compliance by the Borrower, and each Lender shall be solely responsible for timely accessing posted documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks/IntraAgency, SyndTrak or another similar electronic system (the "**Platform**") and (b) certain of the Lenders (each, a "**Public Lender**") may have personnel who wish only to receive information that (i) is publicly available, (ii) is not material with respect to the Borrower Parties or their respective securities for purposes of applicable foreign, United States federal and state securities laws with respect to Holdings 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 or (iii) constitutes information of a type that would be publicly available if the Borrower Parties were public reporting companies (as determined by the Borrower in good faith) (such information, "**Public Side Information**"). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all the Borrower Materials shall be clearly and conspicuously marked "PUBLIC SIDE" or "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC SIDE" or "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC SIDE" or "PUBLIC", the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat the Borrower Materials as only containing Public Side Information (*provided*, *however*, that to the extent the Borrower Materials constitute Information, they shall be treated as set forth in Section 10.08); (y) all Borrower Materials marked "PUBLIC SIDE" or "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Borrower Materials that are not marked "PUBLIC SIDE" or "PUBLIC" shall be deemed to contain material non-public information (within the meaning of United States federal and state securities laws) and shall not be suitable

for posting on a portion of the Platform designated "Public Side Information". Notwithstanding anything herein to the contrary, financial statements delivered pursuant to Sections 6.01(a) and (b) and Compliance Certificates delivered pursuant to Section 6.02(a) shall be deemed to be suitable for posting on a portion of the Platform designated "Public Side Information".

Section 6.03 Notices. Promptly, after a Responsible Officer of the Borrower or any Guarantor has obtained knowledge thereof, notify the Administrative Agent for further distribution of such notice to each Lender:

(a) of the occurrence of any Default or Event of Default (it being understood that any delivery of a notice of Default shall automatically cure any Default or Event of Default then existing with respect to any failure to deliver such notice); *provided*, that a notice of Default shall be delivered within 30 days of such Default and no such notice shall be required if the Default shall have been cured within 30 days after its occurrence; *provided, further*, the foregoing 30 day grace period and ability to cure shall not apply with respect to any Default or Event of Default if the Borrower knowingly fails to give timely notice to the Administrative Agent thereof;

(b) of the institution of any material litigation not previously disclosed by the Borrower to the Administrative Agent, or any material development in any material litigation that is reasonably likely to be adversely determined, and would, in either case, if adversely determined be reasonably expected to have a Material Adverse Effect;

(c) (i) of the occurrence of any ERISA Event, where there is any reasonable likelihood of the imposition of liability on any Loan Party as a result thereof that would be reasonably expected to have a Material Adverse Effect; and (ii) promptly after any reasonable request therefor by the Administrative Agent or any Lender, copies of (A) any documents described in Section 101(k)(1) of ERISA that any Loan Party has received with respect to any Multiemployer Plan with respect to which there is any reasonable likelihood of a Material Adverse Effect or (B) any notices described in Section 101(l)(1) of ERISA that any Loan Party has received with respect to any Multiemployer Plan with respect to which there is any reasonable likelihood of the imposition of liability that would reasonably be expected to have a Material Adverse Effect; *provided*, *however*, that if the applicable Loan Party has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, such Loan Party shall promptly make a request for such documents and notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof; and

(d) the occurrence of any breach of, default under the RSA or the Orders by any Borrower Party; provided that such breach has not been cured within five (5) Business Days.

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

Section 6.04 Payment of Taxes. Subject to the Orders and any required approval by the Bankruptcy Court, pay, discharge or otherwise satisfy as the same shall become due and payable, all Taxes (including in its capacity as withholding agent) imposed upon it or its income, profits, properties or other assets, except those (a) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves in accordance with GAAP are being maintained by any Borrower Party or (b) Taxes the nonpayment of which is permitted or required by the Bankruptcy Code.

Section 6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization except in a transaction

permitted by Section 7.03 or 7.04, (b) take all reasonable action to maintain all rights, privileges (including its good standing, if such concept is applicable in its jurisdiction of organization), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect or as otherwise permitted hereunder, and (c) use commercially reasonable efforts to preserve or renew all of its registered copyrights, patents, trademarks, trade names and service marks, the non-preservation of which would reasonably be expected to have a Material Adverse Effect or as otherwise permitted hereunder, *provided* that nothing in this Section 6.05 shall require the preservation, renewal or maintenance of, or prevent the abandonment by, any Borrower Party of any registered copyrights, patents, trademarks, trade names and service marks that any Borrower Party reasonably determines is not useful to its business or no longer commercially desirable.

Section 6.06 Maintenance of Properties. Except if the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, maintain, preserve and protect all of its tangible properties and equipment that are necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted.

Section 6.07 Maintenance of Insurance. Except if the failure to do so could not reasonably be expected to have a Material Adverse Effect, maintain in full force and effect, with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as are usually insured against in the same general area by companies engaged in businesses similar to those engaged by the Borrower Parties. Subject to Section 6.16, the Borrower shall use commercially reasonable efforts to ensure that at all times the Collateral Agent, for the benefit of the Secured Parties, shall be named as an additional insured with respect to liability policies (other than directors and officers policies and workers compensation) maintained by Holdings, the Borrower and each Subsidiary Guarantor and the Collateral Agent, for the benefit of the Secured Parties, shall be named as loss payee and mortgagee with respect to the property insurance maintained by Holdings, the Borrower and each Subsidiary Guarantor; *provided* that, unless an Event of Default shall have occurred and be continuing, subject to the Orders, (A) all proceeds from insurance policies shall be paid to the Borrower or applicable Subsidiary Guarantor and may be applied in accordance with (or, if this Agreement does not provide for application of such proceeds, in a manner that is not prohibited by) this Agreement, (B) to the extent the Collateral Agent receives any proceeds, the Collateral Agent shall turn over to the Borrower any amounts received by it as loss payee under any property insurance maintained by the Borrower and its Subsidiaries, and (C) the Collateral Agent agrees that the Borrower and/or its Subsidiaries shall have the sole right to adjust or settle any claims under such insurance.

Section 6.08 Compliance with Laws. Comply (i) with all applicable Laws (including, without limitation, ERISA, the PATRIOT Act, the PCMLTF Act, Anti-Corruption Laws and Sanctions Laws and Regulations) and all orders, writs, injunctions and decrees of any Governmental Authority applicable to it or to its business or property, in each case, except (A) as otherwise excused or prohibited by the Bankruptcy Code and subject to any required approval by the Bankruptcy Court or (B) if the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect and (ii) with the Bankruptcy Code, the Bankruptcy Rules, the Orders and any other order of the Bankruptcy Court in all respects.

Section 6.09 Books and Records. Maintain proper books of record and account, in a manner to allow financial statements to be prepared in all material respects in conformity with GAAP consistently applied in respect of all financial transactions and matters involving the assets and business of the Borrower

or, if applicable, Holdings or such Borrower Party, as the case may be (it being understood and agreed that Non-U.S. Subsidiaries may maintain individual books and records in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization).

Section 6.10 Inspection Rights. Permit representatives of the Administrative Agent to visit and inspect any of its properties (subject to the rights of lessees or sub-lessees thereof and subject to any restrictions or limitations in the applicable lease, sublease or other written occupancy arrangement pursuant to which any Borrower Party is a party), to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances, costs, liquidity management, restructuring activities and accounts with its directors, managers, officers, and independent public accountants (subject to such accountants' customary policies and procedures), all at the reasonable expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance written notice to the Borrower; *provided* that, excluding any such visits and inspections during the continuation of an Event of Default, (i) only the Administrative Agent on behalf of the Lenders may exercise rights under this Section 6.10, (ii) the Administrative Agent shall not exercise such rights more often than one time during any calendar year and (iii) such exercise shall be at the Borrower's expense; *provided, further*, that when an Event of Default is continuing the Administrative Agent (or any of its respective representatives) may do any of the foregoing at the expense of the Borrower at any time and from time to time during normal business hours and upon reasonable advance written notice. The Administrative Agent shall give the Borrower the opportunity to participate in any discussions with the Borrower's accountants. Notwithstanding anything to the contrary in this Section 6.10, none of the Borrower Parties 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 6.11 Use of Proceeds. The Borrower will use the proceeds of the Term Loans only as provided in Sections 5.07, 5.13(a), 5.19 and 5.20.

Section 6.12 Covenant to Guarantee Obligations and Give Security. Upon the formation or acquisition of any new Wholly Owned Subsidiaries (including, without limitation, pursuant to an LLC Division or LP Division, or the creation of new Series LLC or Series LP) by any Loan Party (*provided* that any Excluded Subsidiary ceasing to be an Excluded Subsidiary but remaining a Subsidiary shall be deemed to constitute the acquisition of a Wholly Owned Subsidiary for all purposes of this Section 6.12), and upon the acquisition of any property (other than Excluded Property and real property that is not Material Real Property) by any Loan Party, which property, in the reasonable judgment of the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably), is not already subject to a perfected Lien in favor of the Collateral Agent for the benefit of the Secured Parties (and where such a perfected Lien would be required in accordance with the terms of the Collateral Documents or other Loan Documents), the Borrower shall, at the Borrower's expense:

(a) in connection with such formation or acquisition of a Subsidiary, within fifteen (15) Business Days after such formation or acquisition (or such longer period as the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) may agree in its reasonable discretion), (A) cause each such Subsidiary that is not an Excluded Subsidiary to duly execute and deliver to the Collateral Agent and the Administrative Agent a guaranty or guaranty supplement, in form and substance reasonably satisfactory to the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably), and a joinder or supplement to the applicable Collateral Documents and (B) (if not already so delivered) deliver certificates (or the foreign equivalent thereof, as applicable) representing the Pledged Interests of each such Subsidiary (if any) held by the applicable Loan Party accompanied by undated stock

powers or other appropriate instruments of transfer executed in blank and instruments evidencing the Pledged Debt owing by such Subsidiary to any Loan Party indorsed in blank to the Collateral Agent, together with, if requested by the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably), supplements to the Security Agreement; *provided* that any Excluded Property shall not be required to be pledged as Collateral;

(b) within fifteen (15) Business Days after such formation or acquisition of any such property or any request therefor by the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) (or such longer period as the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) may agree in its reasonable discretion) duly execute and deliver, and cause each such Subsidiary that is not an Excluded Subsidiary to duly execute and deliver, to the Collateral Agent, Security Agreement Supplements, Intellectual Property Security Agreement Supplements and other Collateral Documents, as specified by and in form and substance reasonably satisfactory to the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) (consistent, to the extent applicable, with the Security Agreement, the Intellectual Property Security Agreement and the other Collateral Documents (and Section 6.14)), securing payment of all the Obligations of the applicable Loan Party or such Subsidiary, as the case may be, under the Loan Documents and establishing Liens on all such properties or property; *provided* that such properties or property shall not be required to be pledged as Collateral, and no Security Agreement Supplements, Intellectual Property Security Agreement Supplements or other Collateral Documents shall be required to be delivered in respect thereof, to the extent that any such properties or property constitute Excluded Property;

(c) within fifteen (15) Business Days after such request, formation or acquisition, or such longer period, as the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) may agree in its reasonable discretion, take, and cause such Subsidiary that is not an Excluded Subsidiary and each applicable Loan Party to take, whatever action (including, the filing of UCC or PPSA financing statements, the giving of notices and delivery of stock and membership interest certificates or foreign equivalents representing the applicable Capital Stock) as may be necessary or advisable in the reasonable opinion of the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it), subject to the Orders, the Legal Reservations and Section 5.03, valid and subsisting Liens on the properties purported to be subject to the Security Agreement Supplements, Intellectual Property Security Agreement Supplements, supplements to other Collateral Documents and security agreements delivered pursuant to this Section 6.12, in each case to the extent required under the Loan Documents, enforceable against all third parties in accordance with their terms;

(d) within fifteen (15) Business Days after the request of the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) (or such longer period as the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) may agree in its reasonable discretion) deliver to the Collateral Agent, Organization Documents, resolutions and a signed copy of one or more customary opinions, addressed to the Collateral Agent for the benefit of the Secured Parties, of counsel for the Loan Parties (or the Collateral Agent, as applicable) reasonably acceptable to the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) as to such matters as the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) may reasonably request, in each case to the extent required under the Loan Documents;

(e) [reserved]; and

(f) at any time and from time to time, promptly execute and deliver any and all further instruments and documents and take all such other action as the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) in its reasonable judgment may deem necessary or desirable in

obtaining the full benefits of, or in perfecting and preserving the Liens of, such guaranties, Security Agreement Supplements, Intellectual Property Security Agreement Supplements, Collateral Documents and security agreements, in each case, with respect to guaranteeing and/or securing Obligations consistent with the terms hereof, in each case to the extent required under the Loan Documents.

For the avoidance of doubt, nothing in this Section 6.12 or in Section 6.14 shall be deemed to require any Borrower Party to grant security interests or take steps with respect to perfection thereof to the extent such steps are not required in the Collateral Documents entered into on the Closing Date (or after the Closing Date in accordance with Section 6.16).

Section 6.13 Compliance with Environmental Laws. Except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect, (a) comply, and take commercially reasonable efforts to cause all lessees operating or occupying its properties to comply with all Environmental Laws and Environmental Permits; (b) obtain, maintain and renew all applicable Environmental Permits necessary for its operations and properties; and (c) to the extent required of any Borrower Party by a Governmental Authority under Environmental Laws, conduct any investigation, mitigation, study, sampling and testing, and undertake any cleanup, removal or remedial, corrective or other response action necessary to respond to and remove and clean up all Releases of Hazardous Materials from any of its properties, in accordance with the requirements of applicable Environmental Laws; *provided*, *however*, that no Borrower Party shall be required to undertake any such cleanup, removal, remedial, corrective or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

Section 6.14 Further Assurances. Promptly upon request by the Administrative Agent, or the Collateral Agent or any Lender through the Administrative Agent, and subject to the limitations described in Section 6.12, (i) correct any material defect or error that may be discovered in any Loan Document or other document or instrument relating to any Collateral or in the execution, acknowledgment, filing or recordation thereof and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably), or the Collateral Agent (acting at the Direction of the Required Lenders, acting reasonably) or any Lender through the Administrative Agent, may reasonably require from time to time in order to grant, preserve, protect and continue the validity, perfection and priority of the security interests created or intended to be created by the Collateral Documents. Notwithstanding anything to the contrary in any Loan Documents (except the definition of Excluded Subsidiary) neither the Borrower nor any other Loan Party shall be required to make any filings or take any other actions to perfect, evidence or create the Lien on and security interest in any intellectual property except for filings in the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office and the filing of UCC or PPSA financing statement, and neither the Borrower nor any other Loan Party shall be required to reimburse the Administrative Agent or the Collateral Agent for any costs incurred in connection with any filings or actions to perfect, evidence or create the Lien on and security interest in any intellectual property other than in connection with such filings in the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office and the filing of such UCC or PPSA financing statements. Promptly following any request therefor, provide information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" requirements under applicable anti-money-laundering laws, the PATRIOT Act, the PCMLTF Act and the Beneficial Ownership Regulation.

Section 6.15 Maintenance of Ratings. Use commercially reasonable efforts to obtain (within 90 days after the Closing Date (or such longer period as the Required Lenders may agree in their reasonable

discretion)) and thereafter maintain (but not obtain or maintain a specific rating) (i) a public corporate family rating of the Borrower and a rating of the DIP Term Facility and (ii) a public corporate credit rating of the Borrower and a rating of the DIP Term Facility, in each case from Moody's and S&P (it being understood and agreed that "commercially reasonable efforts" shall in any event include the payment by the Borrower of customary rating agency fees and cooperation with information and data requests by Moody's and S&P in connection with their ratings process).

Section 6.16 Post-Closing Undertakings. Within the time periods specified on Schedule 6.16 hereto (as each may be extended by the Administrative Agent (acting at the Direction of the Required Lenders, acting reasonably) in its reasonable discretion), provide such Collateral Documents and complete such undertakings as are set forth on Schedule 6.16 hereto.

Section 6.17 No Change in Line of Business. Not engage in any material lines of business substantially different from those lines of business conducted by the Borrower Parties on the date hereof or any business reasonably related, complementary, synergistic or ancillary thereto or reasonable extensions thereof.

Section 6.18 Transactions with Affiliates.

(a) The Borrower will not, and will not permit any of its Subsidiaries to make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Borrower outside the ordinary course of business or involving aggregate consideration in excess of $500,000 (each of the foregoing, an "**Affiliate Transaction**"), unless:

(i) such Affiliate Transaction (including, for the avoidance of doubt, any purchase of Indebtedness from any Affiliate or the incurrence of any Indebtedness owed to any Affiliate) is on terms that are not materially less favorable to the relevant Borrower Party than those that could have been obtained in a comparable transaction by such Borrower Party with an unrelated Person on an arm's length basis (as determined in good faith by the senior management or the Board of Directors of the Borrower or any direct or indirect parent of the Borrower); and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $750,000, the Borrower delivers to the Administrative Agent a resolution adopted in good faith by the majority of the Board of Directors of the Borrower, Holdings or any Parent Holding Company, approving such Affiliate Transaction, together with a certificate signed by a Responsible Officer of the Borrower certifying that the Board of Directors of the Borrower, Holdings or any Parent Holding Company determined or resolved that such Affiliate Transaction complies with Section 6.18(a)(i).

(b) The foregoing provisions will not apply to the following:

(1) (a) transactions between or among the Borrower and the other Loan Parties (or an entity that becomes a Loan Party as a result of such transaction), (b) transactions between or among any (x) Subsidiaries that are not Loan Parties or (y) any Loan Parties and any Subsidiaries that are not Loan Parties to the extent explicitly permitted by this Agreement and (c) any merger, amalgamation or consolidation of the Borrower, Holdings or any Parent Holding Company; *provided* that such entity shall have no material liabilities and no material assets (other than cash, Cash Equivalents and the Capital Stock of the

Borrower) and such merger, amalgamation or consolidation is otherwise in compliance with the terms of this Agreement and effected for a bona fide business purpose;

(2) (a) Restricted Payments permitted by Section 7.05 and (b) Permitted Investments (other than Permitted Investments under clause (13) of the definition thereof and Investments made by or in an Affiliate of the Borrower other than an Affiliate that is controlled by Holdings);

(3) transactions with Sponsor or its applicable Affiliates contemplated by the RSA;

(4) [reserved];

(5) [reserved];

(6) [reserved];

(7) [reserved];

(8) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case, in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are fair to the Borrower Parties or are on terms at least as favorable (as determined in good faith by the senior management or the Board of Directors of the Borrower or any direct or indirect parent of the Borrower) as might reasonably have been obtained at such time from an unaffiliated party;

(9) [reserved];

(10) the sale, issuance or transfer of Equity Interests (other than Disqualified Stock) of the Borrower or its Affiliates made pursuant to, in accordance with, or in connection with the implementation of an Acceptable Plan of Reorganization;

(11) [reserved];

(12) any contribution to the capital of the Borrower (other than Disqualified Stock) or any investments by the Sponsor or a direct or indirect parent of the Borrower in Equity Interests (other than Disqualified Stock) of the Borrower (and payment of reasonable out-of-pocket expenses incurred by the Sponsor or a direct or indirect parent of the Borrower in connection therewith);

(13) [reserved];

(14) [reserved];

(15) [reserved];

(16) transactions to effect the Transactions, and the payment of all transaction, underwriting, commitment and other fees and expenses related to the Transactions;

(17) [reserved];

(18) [reserved];

(19) (i) any employment, consulting, service or termination agreement, or customary indemnification arrangements, entered into by any Borrower Party with current, former or future officers, directors, employees, managers, consultants and independent contractors of any Borrower Party (or of any direct or indirect parent of the Borrower to the extent such agreements or arrangements are in respect of services performed for any Borrower Party), (ii) any subscription agreement or similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with current, former or future officers, directors, employees, managers, consultants and independent contractors of any Borrower Party or of any direct or indirect parent of the Borrower and (iii) any payment of compensation or other employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers officers, directors, employees, managers, consultants and independent contractors of any Borrower Party or any direct or indirect parent of the Borrower (including amounts paid pursuant to any management equity plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, stock option or similar plans and any successor plan thereto and any supplemental executive retirement benefit plans or arrangements), in each case, in the ordinary course of business, in accordance with the Approved Budget (subject to permitted variances);

(20) [reserved];

(21) [reserved];

(22) [reserved];

(23) [reserved];

(24) any lease entered into between any Borrower Party, as lessee, and any Affiliate of the Borrower, as lessor, in the ordinary course of business;

(25) (i) intellectual property licenses and (ii) intercompany intellectual property licenses and research and development agreements in the ordinary course of business;

(26) transactions pursuant to, and complying with, Section 7.03; or

(27) intercompany transactions undertaken in good faith for the purpose of improving the tax efficiency of the Borrower Parties and not for the purpose of circumventing any covenant set forth herein.

Section 6.19 Lender Conference Calls. Commencing with the second full week after the Petition Date, conduct bi-weekly conference calls or teleconference, at a time selected by Borrower in consultation with the Required Lenders and with reasonable advance notice to the Lenders, with all of the Lenders that choose to participate, to discuss the Budget, Budget Variance Report and any other matters related to the financial condition and/or results of operation of the Borrower and its Subsidiaries for the most recently ended period for which financial statements have been delivered pursuant to Section 6.01(a), (b), or (c), as applicable; provided that, the Borrower's obligation under this Section 6.19 shall be satisfied if Persons from Evercore, Inc. and FTI Consulting (or their applicable Affiliates) attend such conference calls or teleconference.

Section 6.20 [Reserved.]

Section 6.21 Certain Bankruptcy Matters (Compliance with Orders). The Loan Parties and the Subsidiaries shall comply in all material respects (i) after entry thereof, with all of the requirements and obligations set forth in the Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance thereof and with this Agreement, (ii) after entry thereof, with each order of the type referred to in clause (b) of the definition of "Approved Bankruptcy Court Order", as each such order is amended and in effect in accordance with this Agreement (including, for the avoidance of doubt, the requirements set forth in clause (b) of the definition of "Approved Bankruptcy Court Order") and (iii) after entry thereof, the First Day Orders (to the extent not covered by clause (i) or (ii) above) and the orders approving the Debtors' "second day" relief and any pleadings seeking to establish material procedures for administration of the Chapter 11 Cases or approving significant or material outside the ordinary course of business transactions obtained in the Chapter 11 Cases, as each such order is amended and in effect in accordance with this Agreement (including, for the avoidance of doubt, the requirements set forth in clause (c) of the definition of "Approved Bankruptcy Court Order").

Section 6.22 Bankruptcy Notices.

(a) The Borrower will furnish to the Ad Hoc Group Advisors, to the extent reasonably practicable, at least two (2) calendar days prior to filing with the Bankruptcy Court or as soon as reasonably practicable thereafter), the Final DIP Order and all other proposed orders and pleadings relating to the Term Loans and the Loan Documents, any other financing or use of Cash Collateral, any sale or other disposition of Collateral outside the ordinary course having a value in excess of $250,000, cash management, adequate protection, any Chapter 11 Plan and/or any disclosure statement or supplemental document related thereto.

(b) The Borrower will furnish to the Ad Hoc Group Advisors, at least two (2) calendar days prior to filing with the Bankruptcy Court or as soon as reasonably practicable thereafter, all other material filings, motions, pleadings, other papers or material notices to be filed with the Bankruptcy Court relating to any request (x) to approve any compromise and settlement of claims whether under Rule 9019 of the Federal Rules of Bankruptcy Procedure or otherwise or (y) for relief under section 363 of the Bankruptcy Code, in each case other than notices, filings, motions, pleadings or other information concerning less than $250,000 in value.

Section 6.23 Insolvency Proceedings. If any Loan Party or any of its Subsidiaries institutes or consents to the institution of any insolvency proceeding (other than the Chapter 11 Cases), the Borrower and the Loan Parties shall or shall cause such Loan Party or Subsidiary to become a Debtor under the Chapter 11 Cases (unless such Loan Party or Subsidiary is already a Debtor under the Chapter 11 Cases).

Section 6.24 Milestones. The Loan Parties shall implement the Restructuring Transactions in accordance with the following milestones ("**Milestones**"), each of which may be extended or waived by the Required Lenders in writing (including by email from the Ad Hoc Group Advisors):

(a) No later than 35 days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order;

(b) No later than 60 days after the Petition Date, the Confirmation Order and all other related relief required to be obtained from the Bankruptcy Court to implement the Restructuring Transactions shall have been entered and/or granted, as applicable, by the Bankruptcy Court (the "**Confirmation Date**"); and

(c) No later than 30 days after the Confirmation Date, the Transaction Effective Date shall have occurred, *provided*, *however*, that such date shall be automatically extended for one (1) additional three (3) month period, solely to the extent that the Company Parties and Required Consenting Stakeholders have otherwise complied with the terms of the RSA and the Definitive Documents and all other events and actions necessary for the occurrence of the Restructuring Transactions have occurred, other than the receipt of regulatory or other approval of a government entity or unit necessary for the occurrence of the Restructuring Transactions (the "**Outside Date**").

Notwithstanding anything to the contrary herein, all capitalized terms used in this Section 6.24 but not defined herein shall have the meanings ascribed to such terms in the RSA.

ARTICLE VII

NEGATIVE COVENANTS

So long as the Termination Date has not occurred, each of the Borrower and Holdings covenants from and after the Closing Date to the Secured Parties that it shall not, nor shall it permit any of its Subsidiaries to:

Section 7.01 Indebtedness. Incur any Indebtedness or issue any shares of Disqualified Stock or Preferred Stock.

The foregoing limitations will not apply to (collectively, "**Permitted Debt**"):

(a) Indebtedness arising under the Loan Documents;

(b) (i) Prepetition Secured Indebtedness in an aggregate principal amount not to exceed the aggregate principal amount outstanding on the Petition Date plus accrued interest and any interest paid in kind and (ii) DIP ABL Facility in an aggregate principal amount at any time outstanding not to exceed the sum of (A) $100,000,000 plus (B) any Bank Product Obligations, Secured Cash Management Obligations, and Secured Swap Obligations (each as defined in the DIP ABL Facility); *provided* that (x) any Prepetition First Lien Secured Debt in respect of the Prepetition ABL Credit Agreement shall be subject to the Orders and the Prepetition ABL/Term Loan Intercreditor Agreement, (y) any Prepetition Second Lien Secured Debt shall be subject to the Orders and the Prepetition First Lien/Second Lien Intercreditor Agreement and (z) the DIP ABL Facility shall be subject to the Orders (including all intercreditor provisions therein);

(c) Indebtedness and/or Disqualified Stock of the Borrower Parties (other than Indebtedness described in clause (a) or (b) above) that is existing on the Petition Date and, listed on Schedule 7.01 and for the avoidance of doubt, including all Capitalized Lease Obligations existing on the Petition Date listed on Schedule 7.01;

(d) Indebtedness (including, without limitation, Capitalized Lease Obligations and mortgage financings as purchase money obligations) Incurred by any Borrower Party, Disqualified Stock issued by any Borrower Party to finance all or any part of the purchase, lease, construction, installation, repair or

improvement of real property, plant or equipment or other fixed or capital assets, not to exceed an aggregate principal amount of $2,500,000 at any time outstanding, in each case, in the ordinary course of business;

(e) Indebtedness Incurred by any Borrower Party constituting reimbursement obligations with respect to letters of credit or bank guarantees or similar instruments issued in the ordinary course of business, including, without limitation, (i) letters of credit or performance or surety bonds in respect of workers' compensation claims, health, disability or other employee benefits (whether current or former) or property, casualty or liability insurance or self-insurance, or other Indebtedness with respect to reimbursement-type obligations regarding workers' compensation claims, health, disability or other employee benefits (whether current or former) or property, casualty or liability insurance and (ii) guarantees of Indebtedness Incurred by customers in connection with the purchase or other acquisition of equipment or supplies in the ordinary course of business;

(f) [reserved];

(g) [reserved];

(h) [reserved];

(i) (x) Indebtedness or Disqualified Stock of a Loan Party owing to the Borrower or another Loan Party and (y) Indebtedness or Disqualified Stock of a Non-Loan Party Subsidiary owing to another Non-Loan Party Subsidiary, in each case of the foregoing clauses (x) and (y), to the extent Incurred following the Closing Date, in accordance with the Approved Budget; *provided* that any subsequent issuance or transfer of any Capital Stock or any other event that results in any Loan Party lending such Indebtedness or Disqualified Stock ceasing to be a Loan Party shall be deemed, in each case, to be an Incurrence of such Indebtedness or Disqualified Stock not permitted by this clause (i);

(j) Swap Contracts and Cash Management Services Incurred other than for speculative purposes, including Cash Management Obligations and Secured Swap Obligations, in each case, in the ordinary course of business;

(k) obligations (including reimbursement obligations with respect to letters of credit or bank guarantees or similar instruments) in respect of customs, self-insurance, performance, bid, appeal and surety bonds and completion guarantees and similar obligations provided by any Borrower Party in the ordinary course of business;

(l) so long as no Event of Default has occurred and is continuing, Indebtedness or Disqualified Stock of any Borrower Party in an aggregate principal amount or liquidation preference that, when aggregated with the principal amount or liquidation preference of all other Indebtedness or Disqualified Stock then outstanding and Incurred pursuant to this clause (l), does not exceed $8,000,000 in aggregate principal amount outstanding at any time;

(m) any guarantee by any Borrower Party of Indebtedness, Disqualified Stock or other obligations of any Loan Party so long as the Incurrence of such Indebtedness, Disqualified Stock or other obligations by any Loan Party is permitted under the terms of this Agreement;

(n) [reserved];

(o) [reserved];

(p) Indebtedness of any Borrower Party arising from netting services, overdraft protection or the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business;

(q) [reserved];

(r) [reserved];

(s) Indebtedness or Disqualified Stock of any Borrower Party consisting of (x) the financing of insurance premiums or (y) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(t) Indebtedness or Disqualified Stock of Non-Loan Party Subsidiaries in an aggregate principal amount or liquidation preference, as applicable, not to exceed a principal amount of $1,500,000 at any time outstanding;

(u) [reserved];

(v) [reserved];

(w) Indebtedness owed on a short-term basis to banks and other financial institutions in the ordinary course of business of the Borrower Parties with such banks or financial institutions that arises in connection with ordinary banking arrangements, including cash management, cash pooling arrangements and related activities to manage cash balances of the Borrower and its Subsidiaries and Joint Ventures including treasury, depository, overdraft, credit, purchasing or debit card, electronic funds transfer and other cash management arrangements and Indebtedness in respect of credit card programs, automatic clearinghouse arrangements and similar arrangements;

(x) [reserved];

(y) customer deposits and advance payments received in the ordinary course of business from customers for goods purchased in the ordinary course of business;

(z) Indebtedness Incurred by any Borrower Party in connection with bankers' acceptances, discounted bills of exchange, warehouse receipts or similar facilities or the discounting or factoring of receivables for credit management purposes, in each case Incurred or undertaken in the ordinary course of business;

(aa) [reserved];

(bb) (i) guarantees Incurred in the ordinary course of business in respect of obligations to suppliers, customers, franchisees, lessors, licensees, sub-licensees and distribution partners and (ii) Indebtedness Incurred by any Borrower Party as a result of leases entered into by any Borrower Party or any direct or indirect parent of the Borrower in the ordinary course of business;

(cc) [reserved];

(dd) [reserved];

(ee) Indebtedness or Disqualified Stock consisting of obligations of any Loan Party under deferred compensation or other similar arrangements incurred by such Person in connection with the Transactions or any Permitted Investment or other Investment permitted under Section 7.05 ;

(ff) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable law; and

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest or dividends in the form of additional Indebtedness with the same terms, the payment of dividends on Disqualified Stock in the form of additional shares of Disqualified Stock of the same class, the accretion of liquidation preference and increases in the amount of Indebtedness or Disqualified Stock outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness will not be deemed to be an Incurrence of Indebtedness or issuance of Disqualified Stock for purposes of this Section 7.01. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that are otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; *provided* that the Incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 7.01.

For purposes of determining compliance with any Dollar-denominated restriction on the Incurrence of Indebtedness or the issuance of Disqualified Stock, the Dollar-equivalent principal amount or liquidation preference, as applicable, of Indebtedness or Disqualified Stock denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term debt, or first issued in the case of Disqualified Stock.

Notwithstanding anything to the contrary herein, Vanga shall not be permitted to incur any Indebtedness or issue any shares of Disqualified Stock or Preferred Stock.

Section 7.02 Limitations on Liens. Create, incur, assume or suffer to exist any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of any Borrower Party, whether now owned or hereafter acquired (each, a "**Subject Lien**") that secures obligations under any Indebtedness unless in the case of Subject Liens on any Collateral, such Subject Lien is a Permitted Lien.

No reference herein to Liens permitted hereunder (including Permitted Liens), including any statement or provision as to the acceptability of any Liens (including Permitted Liens), shall in any way constitute or be construed as to provide for an implied subordination of any rights of the Agents, the Lenders or other Secured Parties hereunder or arising under any of the other Loan Documents in favor of such Liens.

Section 7.03 Fundamental Changes. Merge, dissolve, liquidate, amalgamate, 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, in each case, (x) without the consent of the Required Lenders or (y) other than any such transaction made pursuant to, in accordance with, or in connection with the implementation of an Acceptable Plan of Reorganization.

Section 7.04 Asset Sales. Cause or make an Asset Sale, unless:

(1) [reserved];

(2) it is any Asset Sale that has an aggregate Fair Market Value of less than $200,000 per transaction (or series of related transactions) and

$1,000,000 per annum for all such transactions consummated in reliance on this clause 7.04(2); or

(3) such Asset Sale is made pursuant to any order of the Bankruptcy Court, in form and substance satisfactory to the Required Lenders.

Section 7.05 Restricted Payments.

(1) Declare or pay any dividend or make any payment or distribution on account of the Borrower's or any of its Subsidiaries' Equity Interests, including any payment made in connection with any merger, amalgamation or consolidation involving the Borrower (other than (A) dividends or distributions by the Borrower payable solely in Equity Interests (other than Disqualified Stock) of the Borrower; or (B) dividends or distributions by a Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Subsidiary other than a Wholly Owned Subsidiary, any Borrower Party receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities);

(2) Purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Borrower or any direct or indirect parent of the Borrower, including in connection with any merger, amalgamation or consolidation;

(3) Prepay, make any principal payment on, or redeem, repurchase, defease or otherwise satisfy, acquire or retire for value, in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness of the Borrower or any Guarantor; or

(4) Make any Restricted Investment;

(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "**Restricted Payments**")

Notwithstanding anything to the contrary, this Section 7.05 will not prohibit:

(1) any Restricted Payment made pursuant to, in accordance with, or in connection with the implementation of an Acceptable Plan of Reorganization;

(2) [reserved]

(3) the prepayment, redemption, defeasance, repurchase or other acquisition or retirement of Prepetition Indebtedness, in each case, as permitted by (i) the Orders, (ii) any Approved Bankruptcy Court Order or (iii) any other order of the Bankruptcy Court in amounts reasonably satisfactory to the Required Lenders; *provided* that, in the case of clauses (i) and (ii), such prepayments shall be in amounts not in excess of the amount set forth for such prepayments in the Approved Budget (subject to permitted variances);

(4) [reserved];

(5) [reserved];

(6) [reserved];

(7) [reserved];

(8) [reserved];

(9) [reserved];

(10) [reserved];

(11) [reserved];

(12) [reserved];

(13) [reserved];

(14) the declaration and payment of dividends, other distributions or other amounts to, or the making of loans to Holdings or any other direct or indirect parent of the Borrower, in the amount required for such entity to, if applicable and in each case without duplication:

a. pay amounts equal to the amounts required for Holdings or any other direct or indirect parent of the Borrower to pay fees and expenses, customary salary, bonus and other benefits payable to, and indemnities provided to or on behalf of, officers, employees, directors, managers, consultants or independent contractors of Holdings or any other direct or indirect parent of the Borrower, if applicable, and general corporate operating (including, without limitation, expenses related to auditing and other accounting matters) and overhead costs and expenses of the Borrower or any direct or indirect parent of the Borrower, if applicable, in each case to the extent such fees, expenses, salaries, bonuses, benefits and indemnities are attributable to the ownership or operation of the Borrower and its Subsidiaries;

b. [reserved];

c. pay fees and expenses incurred by Holdings or any other direct or indirect parent of the Borrower related to the maintenance of such parent entity of its corporate or other entity existence and performance of its obligations under this Agreement and similar obligations under the Prepetition Secured Indebtedness and the DIP ABL Loan Documents;

d. [reserved];

e. pay any Related Taxes;

f. [reserved]; and

g. [reserved];

(15) [reserved];

(16) [reserved];

(17) [reserved];

(18) [reserved];

(19) [reserved];

(20) [reserved]

(21) [reserved];

(22) [reserved];

(23) [reserved];

(24) [reserved];

(25) [reserved]; and

(26) [reserved].

Notwithstanding anything to the contrary herein, no such Restricted Payments shall be permitted after the Petition Date unless Restricted Payments are made strictly in accordance with the Approved Budget (subject to permitted variances) and are specifically disclosed in such Approved Budget (subject to permitted variances).

Unless otherwise expressly set forth in the definition of "Permitted Investments", for purposes of this Section 7.05, if any Investment (or a portion thereof) would be permitted pursuant to one or more of the exceptions contained in the definition of "Permitted Investments," the Borrower may divide and classify such Investment (or a portion thereof) in any manner that complies with this Section 7.05 and may later divide and reclassify any such Investment so long as the Investment (as so divided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such reclassification.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, (x) the Borrower shall not, nor shall it permit any of its Subsidiaries to, make any Investment in a Non-Loan Party Subsidiary in the form of a contribution, exclusive license or other transfer of Material Intellectual Property, other than the grant of a non-exclusive license of such Material Intellectual Property to any Non-Loan Party Subsidiary in the ordinary course of business and (b) no Non-Loan Party Subsidiary shall own or hold an exclusive license to any Material Intellectual Property.

Section 7.06 Burdensome Agreements. Permit any of its Subsidiaries to create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Borrower Party to:

(a) (i) pay dividends or make any other distributions to any Borrower Party on its Capital Stock; or (ii) pay any Indebtedness owed to any Borrower Party;

(b) make loans or advances to any Borrower Party;

(c) create, incur, assume or suffer to exist Liens on the Collateral of such Person for the benefit of the Lenders with respect to the DIP Term Facility and the Obligations or under the Loan Documents; or

(d) sell, lease or transfer any of its properties or assets to any Borrower Party.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions of any Borrower Party in effect on the Closing Date, including pursuant to this Agreement and the other Loan Documents, related Swap Contracts and Indebtedness permitted pursuant to Section 7.01(c);

(2) (i) the documents governing the Prepetition Secured Indebtedness as in effect on the Closing Date and (ii) the DIP ABL Loan Documents as in effect on the Closing Date;

(3) applicable law or any applicable rule, regulation or order;

(4) [reserved];

(5) [reserved];

(6) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(7) customary provisions in operating or other similar agreements, asset sale agreements and stock sale agreements entered into in connection with the entering into of such transaction, which limitation is applicable only to the assets that are the subject of those agreements;

(8) purchase money obligations for property acquired and Capitalized Lease Obligations, to the extent such obligations impose restrictions of the nature discussed in clause (c) or (d) in the first paragraph of this Section 7.06 on the property so acquired;

(9) customary provisions contained in leases, sub-leases, licenses, sublicenses, contracts and other similar agreements entered into in the ordinary course of business to the extent such obligations impose restrictions of the type described in clause (c) or (d) in the first paragraph of this Section 7.06 on the property subject to such lease;

(10) [reserved];

(11) any encumbrance or restriction contained in any agreement governing other Indebtedness, Disqualified Stock or Preferred Stock of any Borrower Party in effect on the Petition Date;

(12) [reserved];

(13) any encumbrance or restriction arising or agreed to in the

ordinary course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, (x) detract from the value of the property or assets of any Borrower Party in any manner material to any Borrower Party or (y) materially affect the Borrower's ability to make future principal or interest payments under this Agreement, in each case, as determined by the Borrower in good faith;

(14) restrictions required by the Orders; and

(15) [reserved].

For purposes of determining compliance with this Section 7.06, (i) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (ii) the subordination of loans or advances made to any Borrower Party to other Indebtedness Incurred by the Borrower or any such Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

Section 7.07 Accounting Changes. Make any change in fiscal year.

Section 7.08 [Reserved].

Section 7.09 Holding Company. Holdings, shall not conduct, transact or otherwise engage in any business or operations; *provided*, that the following shall be permitted in any event: (i) its ownership of the Capital Stock of the Borrower Parties; (ii) the entry into, and the performance of its obligations with respect to the Loan Documents, the documentation governing the Prepetition Secured Indebtedness, the DIP ABL Loan Documents, or documentation relating to the Indebtedness otherwise permitted by this Section 7.09 and the Guarantees permitted by clause (v) below; (iii) the consummation of the Transactions; (iv) the performing of activities (including, without limitation, cash management activities) and the entry into documentation with respect thereto, in each case, permitted by this Agreement for Holdings to enter into and perform; (v) the payment of dividends and distributions (and other activities in lieu thereof permitted by this Agreement), the making of contributions to the capital of its Subsidiaries and Guarantees of Indebtedness permitted to be incurred hereunder by any Borrower Party and the Guarantees of other obligations not constituting Indebtedness; (vi) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance and performance of activities relating to its officers, directors, managers and employees and those of its Subsidiaries); (vii) [reserved]; (viii) [reserved]; (ix) the participation in tax, accounting and other administrative matters, including compliance with applicable Laws and legal, tax and accounting matters related thereto and activities relating to its officers, directors, managers and employees; (x) the holding of any cash and Cash Equivalents (but not operating any property); (xi) the entry into and performance of its obligations with respect to contracts and other arrangements, including the providing of indemnification to officers, managers, directors and employees; (xii) [reserved]; and (xiii) any activities incidental to the foregoing. Holdings shall not create, incur, assume or suffer to exist any Lien on any Capital Stock of any Borrower Party (other than Liens pursuant to any Loan Document, any documentation governing Prepetition Secured Indebtedness or the DIP ABL Loan Documents, non-consensual Liens arising solely by operation of Law and any Permitted Liens) and shall not incur any Indebtedness (other than Guarantees permitted above and liabilities imposed by Law, including Tax liabilities).

Section 7.10 Priority of Liens and Claims. Each Loan Party that is a Debtor hereby covenants, represents and warrants that:

(a) upon entry of the Interim DIP Order (and when applicable, the Final DIP Order), its Obligations hereunder and under the other Loan Documents, in each case subject to the Orders, as applicable shall at all times (i) constitute an allowed Superpriority Claim against such Loan Party, which will be payable from and have recourse to all pre- and Post-Petition property of such Loan Party and all proceeds thereof (excluding Avoidance Actions, subject to the entry of the Final DIP Order, but including Avoidance Proceeds), subject to the Carve Out to the extent provided in the Interim DIP Order or the Final DIP Order, as applicable, and any payments or proceeds on account of such Superpriority Claim shall be distributed in accordance with Section 8.03 and (ii) be secured by a valid, binding, continuing, enforceable, fully-perfected senior security interest and Lien on all of the assets of such Loan Party, whether currently existing or thereafter acquired, of the same nature, scope and type as the Collateral, in each case to the extent of and consistent with the priorities set forth in the Orders.

(b) Except to the extent of the Carve Out and subject to the entry of the Final DIP Order providing such relief, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including a case under Chapter 7 of the Bankruptcy Code, shall be charged against or recovered from the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, the enhancement of collateral provisions of section 552 of the Bankruptcy Code, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) or any similar principle of law, without the prior written consent of the Administrative Agent, the Collateral Agent and the Required Lenders, as the case may be with respect to their respective interests, and no consent shall be implied from any action, inaction or acquiescence by the Administrative Agent, the Collateral Agent or the Lenders. Subject to the entry of the Final DIP Order providing such relief, in no event shall the Administrative Agent, the Collateral Agent, the Lenders or the Prepetition Secured Parties (as defined in the Orders) be subject to (i) the "equities of the case" exception contained in section 552(b) of the Bankruptcy Code, or (ii) the equitable doctrine of "marshaling" or any other similar doctrine with respect to the Collateral.

(c) Except for the Carve Out and as otherwise set forth in the applicable Order and herein, the Superpriority Claims shall at all times be senior to the rights of such Loan Party, any Chapter 11 trustee and, subject to section 726 of the Bankruptcy Code, any Chapter 7 trustee, or any other creditor (including, without limitation, Post-Petition counterparties and other Post-Petition creditors) in the Chapter 11 Cases or any subsequent proceedings under the Bankruptcy Code, including, without limitation, any Chapter 7 cases (if any of the Chapter 11 Cases are converted to cases under Chapter 7 of the Bankruptcy Code).

Section 7.11 Additional Bankruptcy Matters. No Loan Party shall, and no Loan Party shall permit any of its Subsidiaries to, without the Required Lenders' prior written consent (with an email from counsel being sufficient), do any of the following:

(a) use any portion or proceeds of the Loans or the Collateral for payments or purposes that would violate the terms of the Orders or this Agreement;

(b) incur, create, assume, suffer to exist or permit, except for the Carve Out, Permitted Liens, or as otherwise expressly permitted by the Orders or any other order of the Bankruptcy Court reasonably acceptable to the Required Lenders, any other superpriority administrative claim which is *pari passu* with or senior to the claim of the Lenders against any Debtor;

(c) except as set forth in the Approved Budget or as provided in any First Day Order or any Order, enter into any agreement to return any of its inventory to any of its creditors for application against any Prepetition Indebtedness, trade payables arising before the Petition Date or other claims arising before the Petition Date under section 546(c) of the Bankruptcy Code if, after giving effect to any such agreement, the aggregate amount applied to Prepetition Indebtedness, trade payables arising before the Petition Date and other claims arising before the Petition Date subject to all such agreements, setoffs and recoupments

since the Petition Date would exceed $1,000,000;

(d) seek, consent to, or permit to exist any order granting authority to take any action that is prohibited by the terms of this Agreement, the Orders, the other Loan Documents, the Prepetition First Lien Term Loan Documents, or refrain from taking any action that is required to be taken by the terms of this Agreement, the Orders, any of the other Loan Documents, or the Prepetition First Lien Term Loan Documents;

(e) Subject to the terms of the Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the Secured Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the Administrative Agent or Lenders; or

(f) subject to the terms of the Orders, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Administrative Agent, the Collateral Agent or the Lenders with respect to the Collateral following the occurrence, and during the continuance, of a Default or an Event of Default; *provided* that any Loan Party may contest or dispute whether a Default has occurred, has been cured or has been waived in accordance with the terms of the Orders; or

(g) except as expressly provided or permitted hereunder (including, without limitation, to the extent authorized pursuant to any order of the Bankruptcy Court complying with the terms of this Agreement) or with the prior consent of the Required Lenders and, if applicable, the Administrative Agent and/or Collateral Agent (with an email from counsel being sufficient) or provided pursuant to an Approved Bankruptcy Court Order, make any payment or distribution to any non-Debtor affiliate or insider unless such payment or distribution is on arm's length terms, consistent with past practice and in the ordinary course of business for the applicable Loan Party or Subsidiary; provided that, any vote, decision or other action of any independent director of the Board of Directors, members or other governing body of any Loan Party (whether or not such vote, decision or other action binds such Loan Party to such vote, decision or other action) shall not be subject to this Section 7.11.

Section 7.12 Budget Variance Covenant. On each Budget Variance Test Date, the Borrower and the other Loan Parties shall not, nor shall they permit any of their Subsidiaries to, permit:

(a) actual total receipts for each Budget Variance Test Period (excluding Extraordinary Receipts and proceeds of non-ordinary course asset sales unless approved by the Required Lenders) to be less than 70.0% of the forecasted receipts for such Budget Variance Test Period as set forth in the applicable Approved Budget; or

(b) actual total disbursements (excluding (i) Professional Fee Disbursements, (ii) actual cash payments with respect to interest or fees accrued on the obligations under the DIP ABL Credit Agreement and the Prepetition ABL Credit Agreement, to the extent permitted by the Orders and (iii) payments in respect of fees of the U.S. Trustee (as defined in the Interim DIP Order or the Final DIP Order, as applicable) and payments in respect of the Prepetition First Lien Tranche A Term Loans) for such Budget Variance Test Period to be greater than 120.0% of the forecasted total disbursements for such Budget Variance Test Period as set forth in the applicable Approved Budget.

It is expressly understood and agreed that (i) to the extent that any Budget Variance Test Period encompasses a period that is covered in more than one Approved Budget, the most recent Approved Budget, together with the actually materialized receipts, disbursements, liquidity, net cash flow and other applicable items contained in a Budget for any period that has elapsed in such Budget Variance Test Period, shall be utilized in making the calculations pursuant to this Section 7.12, and (ii) for purposes of calculating

compliance with this Section 7.12 on any Budget Variance Test Date, to the extent that the applicable Budget Variance Test Period encompasses a period that is covered in an Updated Budget that has yet to be accepted by the Required Lenders, such Budget Variance Test Period will commence on the first date of the period covered by the Approved Budget and end on the Friday of the week immediately preceding the applicable Budget Variance Test Date (i.e., the Budget Variance Test Period will be extended beyond four weeks); provided that in no event shall the Budget Variance Test Period be extended beyond a six-week period.

Section 7.13 Permitted Transactions. Notwithstanding the restrictions in this Article VII or in this Agreement, Holdings, the Borrower, the other Loan Parties and their Subsidiaries shall be permitted to undertake any tax reorganization transaction or tax-related restructuring transaction or transactions contemplated by the RSA and the Restructuring Transactions Memorandum (as defined in the RSA) (including Investments, transfers and other Dispositions and Restricted Payments necessary or advisable (in the good faith determination of the Borrower) to the effectuate the foregoing), in each case, made pursuant to, in accordance with, or in connection with the implementation of an Acceptable Plan of Reorganization.

Section 7.14 Modifications to RSA. The Loan Parties shall not, without the prior written consent of the Administrative Agent (acting at the Direction of the Required Lenders), amend or modify, in a manner materially adverse to the Lenders, the RSA.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default. Any of the following shall constitute an "**Event of Default**":

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when due and as required to be paid herein, any amount of principal of any Term Loan, or (ii) within three (3) Business Days after the same becomes due and payable, any interest on any Term Loan, (iii) within five (5) Business Days after the same becomes due and payable, any fee due hereunder, or any other amount payable hereunder or with respect to any other Loan Document or (iv) any payment of amounts when and as required to be paid pursuant to the Orders; or

(b) Specific Covenants. The Borrower or any other Loan Party fails to perform or observe any term, covenant or agreement contained in any of Section 6.03(a) (unless cured pursuant to the terms thereof), Section 6.03(d), Section 6.05(a) (solely with respect to the Borrower), Section 6.11 (solely with respect to Section 5.07), Section 6.16, Section 6.21, Section 6.22, Section 6.24 or in any Section of Article VII, or Holdings fails to perform or observe any term, covenant or agreement contained in Section 7.09; or

(c) Other Defaults. Any Loan Party fails to perform or observe any covenant or agreement (other than those 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 (i) in the case of any failure under Section 6.01(d) or (e), Section 6.19, Section 6.20, five (5) Business Days or (ii) in the case of any other failure described in this clause (c), fifteen (15) days after notice thereof by the Administrative Agent or the Required Lenders (which notice may be provided over email from counsel) to the Borrower; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other 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 (or in any respect if such representation or warranty is

already qualified by materiality) when made or deemed made and, to the extent capable of being cured, such representation, warranty, certification or statement of fact is not corrected or clarified within 30 days after it was initially made; or

(e) Cross-Default. (i) Any Loan Party or any of its Subsidiaries (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 or any intercompany Indebtedness) having an aggregate outstanding principal amount equal to or greater than the Threshold Amount; or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs, 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) after the expiration of any applicable grace or cure period therefor to cause, with the giving of notice if required, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), in each case, prior to its Stated Maturity, in each case, other than any Prepetition Indebtedness or other Indebtedness the breach or default of which resulted solely from the commencement of the Chapter 11 Cases so long as remedies under such Prepetition Indebtedness or other Indebtedness are subject to the automatic stay applicable under section 362 of the Bankruptcy Code; or (ii) any event of default (or comparable term) shall have occurred under the DIP ABL Credit Agreement, regardless of whether the holder or holders of such Indebtedness thereunder have caused such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), in each case, prior to its Stated Maturity as a result of any such event of default; or

(f) Insolvency Proceedings, Etc. Other than the Chapter 11 Cases and other than to the extent in compliance with Section 6.23, Holdings, the Borrower or any of its Subsidiaries institutes, resolves to institute or consents to the institution of any proceeding under any Debtor Relief Law, a winding-up, an administration, a dissolution, or a composition or makes an assignment for the benefit of creditors or any other action is commenced (by way of voluntary arrangement, scheme of arrangement or otherwise); or appoints, resolves to appoint, applies for or consents to the appointment of any receiver, administrator, administrative receiver, trustee, custodian, conservator, liquidator, rehabilitator, judicial manager, provisional liquidator, administrator, receiver and manager, controller, monitor or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, judicial manager, provisional liquidator, administrator, administrative receiver, receiver and manager, controller, monitor or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 days; or any proceeding under any Debtor Relief Law (including, without limitation, for the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, judicial manager, provisional liquidator, administrator, administrative receiver, receiver and manager, controller, monitor or similar officer) relating to any such Person or to all or substantially all of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 days, or an order for relief is entered in any such proceeding; *provided* that this clause (f) shall not apply to the extent that (A) with respect to the case of any Borrower Party that is not a Debtor, within five Business Days after the commencement thereof, such case becomes jointly administered with the Chapter 11 Cases and (B) each of the Interim DIP Order and/or Final DIP Order (as applicable) are made applicable to such Borrower Party hereunder on terms and conditions reasonably satisfactory to the Required Lenders; or

(g) [Reserved]; or

(h) Judgments. Except for any order fixing the amount of any claim in any Chapter 11 Cases, there is entered against any Loan Party or any Borrower Party a final judgment or order for the payment of money in an aggregate amount (as to all such judgments and orders) equal to or greater than the Threshold Amount (to the extent not paid and not covered by (i) independent third-party insurance as to which the

insurer has been notified of such judgment or order and does not deny coverage or (ii) an enforceable indemnity to the extent that the applicable indemnifying party shall not have disputed such claim in writing) and there is a period of 60 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal, bond or otherwise, is not in effect; or

(i) ERISA. (i) One or more ERISA Events occur or there is or arises an Unfunded Pension Liability (taking into account only Plans with positive Unfunded Pension Liability) which ERISA Event or ERISA Events or Unfunded Pension Liability or Unfunded Pension Liabilities results or would reasonably be expected to result in liability of any Loan Party in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect, or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA which has resulted or could reasonably be expected to result in liability of any Loan Party in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Certain Loan Documents. Any material provision of the Orders, any Collateral Document and/or any Guaranty or any Lien created thereunder with respect to a material portion of Collateral (in each case, subject to the Legal Reservations), at any time after its entry or 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 7.03 or Section 7.04) or satisfaction in full of all the Obligations (other than contingent indemnification obligations as to which no claim has been asserted) ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any provision of this Agreement, any Collateral Document and/or any Guaranty; or any Loan Party denies in writing that it has any or further liability or obligation under any Collateral Document or Guaranty (other than as a result of the occurrence of the Termination Date), or purports in writing to revoke or rescind any Collateral Document or Guaranty or the perfected first priority Liens created thereby (except as otherwise expressly provided in this Agreement or the Collateral Documents), in each case, other than as a result of acts or omissions of the Collateral Agent or its Related Parties; or

(k) Change of Control. There occurs any Change of Control.

(l) Specified Bankruptcy Events of Default. There occurs any of the following:

(i) The entry of an order dismissing any of the Chapter 11 Cases, converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or any filing by any Loan Party (or any Subsidiary thereof) of a motion or other pleading seeking entry of such an order, in each case, without the consent of the Required Lenders in their sole discretion (with an email from counsel being sufficient);

(ii) a trustee, a responsible officer or an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code) under Bankruptcy Code section 1104 (other than a fee examiner), or any similar person is appointed or elected in any of the Chapter 11 Cases, any Loan Party (or any Subsidiary thereof) applies for, consents to, or fails to contest, any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment, in each case, without the consent of the Required Lenders in their sole discretion (with an email from counsel being sufficient);

(iii) the entry of an order or the filing by any Loan Party (or any Subsidiary thereof) of an application, motion or other pleading seeking or supporting entry of an order staying, reversing, amending, supplementing, vacating or otherwise modifying the Interim DIP Order or the Final DIP Order, or any of the Borrower or any of its Subsidiaries shall apply for authority to do so (unless substantially concurrently with the entry of such order the DIP Term Facility will be repaid in full and the Term Commitments will be terminated), without the consent of the Required Lenders (with an email from counsel being sufficient)

or the Interim DIP Order or Final DIP Order shall cease to be in full force and effect;

(iv) (1) the entry of an order in any of the Chapter 11 Cases denying or terminating use of Cash Collateral by the Loan Parties; (2) the termination of the right of any Loan Party to use any Cash Collateral under the Orders or the Cash Management Order, and in either case, the Loan Parties have not otherwise obtained authorization to use Cash Collateral with the prior written consent of the Administrative Agent and the Collateral Agent, as applicable (solely with respect to its own rights, obligations, liabilities, duties and treatment) and the Required Lenders (with an email from counsel being sufficient); or (3) any other event that terminates the Loan Parties' right to use Cash Collateral, in each case, without the consent of the Required Lenders (with an email from counsel being sufficient);

(v) Subject to the applicable provisions of the Orders, any of the Loan Parties or any of their Subsidiaries shall commence, join in, assist, support or otherwise participate as an adverse party in any suit or other proceeding against the Administrative Agent, the Collateral Agent or the Lenders (in each case, in their capacities as such), including, without limitation, with respect to the Debtors' stipulations, admissions, agreements and releases contained in the Orders, the invalidation, subordination or other challenging of the Superpriority Claims and Liens granted to secure the Obligations of the Debtors or any other rights granted to the Administrative Agent, the Collateral Agent or the Lenders in the Orders or this Agreement or with respect to any relief under section 506(c) or 552 of the Bankruptcy Code with respect to any Collateral of the Debtors, in each case, without the consent of the Required Lenders (with an email from counsel being sufficient);

(vi) the entry of an order in any of the Chapter 11 Cases (other than the Orders and the Cash Management Order) granting authority to use Cash Collateral (other than the DIP ABL Facility or with the prior written consent of the Administrative Agent and the Collateral Agent (in each case, solely with respect to its own rights, obligations, liabilities, duties and treatment) and the Required Lenders (with an email from counsel being sufficient) or to obtain financing under section 364 of the Bankruptcy Code (other than in accordance with the Orders), unless such financing would (and actually does) provide for payment in full of all Obligations upon the consummation thereof;

(vii) without the written consent of the Administrative Agent and the Collateral Agent (in each case, solely with respect to its own rights, obligations, liabilities, duties and treatment) and the Required Lenders (with an email from counsel being sufficient), the entry of an order in any of the Chapter 11 Cases granting adequate protection to any other person (which, for the avoidance of doubt, shall not apply to any payments made pursuant to any Order or any First Day Order);

(viii) the filing or support of any pleading by any Loan Party (or any of its Subsidiaries) seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (vii) above;

(ix) an order of the Bankruptcy Court granting, other than in respect of this Agreement and the Carve Out or pursuant to the Orders or as may be expressly permitted by the Orders, any superpriority administrative expense claim or lien security interest in the Chapter 11 Cases pursuant to section 364(c) or (d) of the Bankruptcy Code, in each case that is *pari passu* with or senior to the claims of the Administrative Agent the Collateral Agent and the Lenders, or the filing by any Loan Party (or any of its Subsidiaries) of a motion or application (or any other pleading, or the making of any statement to the Bankruptcy Court) seeking or supporting entry of such an order;

(x) the Final DIP Order is not entered by the date that is 35 days after the Petition Date;

(xi) noncompliance by any Loan Party or any of its Subsidiaries with the terms of the Interim DIP Order or the Final DIP Order in any material respect;

(xii) the filing of a Chapter 11 Plan that is not an Acceptable Plan of Reorganization;

(xiii) the filing of a motion, pleading or proceeding by any Loan Party or any of its Subsidiaries that initiates, pursues, supports or otherwise constitutes a Challenge (as defined in the Interim DIP Order (or, as applicable, the Final DIP Order)) with respect to, or that could reasonably be expected to result in any material impairment of the rights or interests of the Secured Parties in their capacities as holders of the Obligations and/or Prepetition Indebtedness, in each case, without the prior written consent of the Required Lenders (with an email from counsel being sufficient);

(xiv) any Loan Party (or any of its Subsidiaries) shall file a motion, without the Required Lenders' written consent, seeking authority to sell all, substantially all or a material portion of its assets or consummate a sale of assets of the Loan Parties or the Collateral;

(xv) an order of the Bankruptcy Court granting, other than in respect of this Agreement or as provided under the Interim DIP Order or Final DIP Order, relief from the automatic stay with respect to a material portion of the property of any Loan Party;

(xvi) an order of the Bankruptcy Court disapproving or failing to approve the Interim DIP Order, the Final DIP Order, a chapter 11 plan, or any of the Definitive Documents (as defined in the RSA) that are subject to approval of the Bankruptcy Court, or any order approving the foregoing is stayed for a period greater than five (5) days, modified or reversed in connection with any appeal thereof; or

(xvii) the RSA shall have been terminated as to the Consenting First Lien Tranche A-1 Lenders or the Consenting Second Lien Lenders (each as defined in the RSA) in accordance with the applicable provisions thereof or shall no longer be in full force and effect.

Section 8.02 Remedies Upon Event of Default. Subject to the Orders, if any Event of Default occurs and is continuing (including any Event of Default arising by virtue of the termination and declaration contemplated by the proviso to Section 8.01(b)), the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Term Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Term Loans, all interest accrued and unpaid thereon, all premiums and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and/or

(c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents and/or under applicable Law;

provided, *however*, that upon the occurrence of any Event of Default under Section 8.01(f) or (g) with respect to the Borrower or any other Loan Party, the obligation of each Lender to make Term Loans shall automatically terminate, the unpaid principal amount of all outstanding Term Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

Notwithstanding anything to the contrary herein, the enforcement of Liens or remedies with respect to the Collateral and the exercise of all other remedies provided for in this Agreement and the other Loan

Documents, shall be subject to the provisions of the applicable Order (including notice periods as provided therein).

Section 8.03 [Reserved].

Section 8.04 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after an actual or deemed entry of an order for relief with respect to the Borrower under any Debtor Relief Law), any amounts received on account of the Obligations shall, subject to the Carve Out, the Orders and provisions of Section 2.17, be applied by the Administrative Agent in the following order:

(a) first, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, disbursements and other charges of counsel payable under Section 10.04, Section 10.05 and amounts payable under Article III and amounts owing in respect of (x) the preservation of Collateral or the Collateral Agent's security interest in the Collateral or (y) with respect to enforcing the rights of the Secured Parties under the Loan Documents) payable to the Administrative Agent and the Collateral Agent in their respective capacity as such;

(b) second, to payment in full of Unfunded Advances/Participations;

(c) third, to payment of that portion of the Obligations constituting fees, indemnities, expenses, premiums and other amounts (other than principal and interest) payable to the Lenders (including fees, disbursements and other charges of counsel payable under Sections 10.04 and 10.05) arising under the Loan Documents and amounts payable under Article III, ratably among them in proportion to the respective amounts described in this clause (c) held by them;

(d) fourth, to payment of the Obligations constituting accrued and unpaid interest on the Term Loans ratably among the Lenders in accordance with their Pro Rata Share;

(e) fifth, to payment of the Obligations constituting unpaid principal of the Term Loans ratably among the Lenders in accordance with their Pro Rata Share;

(f) sixth, to the payment of all other Obligations of the Loan Parties in respect of the Term Loans owing under or in respect of the Loan Documents that are then due and payable to the Administrative Agent and the other Secured Parties, and not otherwise paid pursuant to clauses (d) and (e) above, ratably based upon the respective aggregate amounts of all such Obligations then owing to the Administrative Agent and the other Secured Parties;

(g) last, after all of the Obligations have been paid in full in cash (other than contingent indemnification obligations not yet due and owing), to the Borrower or as otherwise required by Law.

ARTICLE IX

ADMINISTRATIVE AGENT AND OTHER AGENTS

Section 9.01 Appointment and Authorization of Agents.

(a) Each Lender hereby irrevocably appoints Wilmington Savings Fund Society, FSB and its successors and permitted assigns to act on its behalf as Administrative Agent hereunder and under the other Loan Documents (subject to the provisions in Section 9.09), and designates and authorizes the Administrative Agent to take such actions 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

the Administrative Agent by the terms of this Agreement or any other Loan Document, together with such actions and powers as are reasonably incidental thereto. The Administrative Agent may perform any of its duties through its officers, directors, agents, employees, or affiliates. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and no Loan Party shall have rights as a third party beneficiary of any of such provisions. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, no Agent shall have any duties or responsibilities, except those expressly set forth herein, nor shall any 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 any Agent. Regardless of whether a Default has occurred and is continuing and 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; additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and the transactions contemplated hereby.

(b) [Reserved].

(c) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders) 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) such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent (and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral 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) and Section 10.04 as if set forth in full herein with respect thereto and all references to Administrative Agent in this Article IX shall, where applicable, be read as including a reference to the Collateral Agent. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize (i) the Administrative Agent and Collateral Agent, as applicable, to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party and (ii) the Administrative Agent and the Collateral Agent, as applicable, to execute and deliver, and to perform its obligations under, any and all documents (including releases, payoff letters and similar documents) with respect to the Collateral and the rights of the Secured Parties with respect thereto (including any intercreditor agreement), as contemplated by and in accordance with the provisions of this Agreement and the Collateral Documents and acknowledge and agree that any such action by any Agent shall bind the Lenders.

Section 9.02 Delegation of Duties. The Administrative Agent may execute any of its duties and exercise its rights and powers 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 agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Agent-Related Persons. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent, sub agent or attorney-in-fact that it selects except to the extent that a court of competent jurisdiction determines in a

final non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in making such selection. The exculpatory provisions of this Article IX shall apply to any such sub agent and to the Agent-Related Persons of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Section 9.03 Liability of Agents.

(a) No Agent-Related Person shall be (i) liable 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 (A) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (B) in the absence of its own gross negligence, or willful misconduct or material breach of the Loan Documents as determined by the final, non-appealable judgment of a court of competent jurisdiction, (iii) 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, (iv) responsible for or have any duty to ascertain or inquire into the validity, effectiveness, genuineness, enforceability or sufficiency of any statement, warranty or representation made in connection with this Agreement or any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien, or security interest created or purported to be created under the Collateral Documents, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder, (v) responsible for or have any duty to ascertain or inquire into, the existence, value, collectability or the sufficiency of any Collateral, and shall not be liable for any failure to maintain or monitor any part of the Collateral, the payment of taxes with respect to the Collateral or providing or preserving insurance on the Collateral (including any flood insurance or for determining whether any flood insurance is or should be obtained with respect to the Collateral) or (vi) responsible for or have any duty to ascertain or inquire into 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. 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. 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 relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or participant or prospective Lender or participant is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of loans, or disclosure of confidential information, to, or the restriction on any exercise of rights or remedies of, any Disqualified Institution.

(b) As to any matters not expressly provided for herein and in the other Loan Documents (including enforcement or collection), neither the Administrative Agent nor the Collateral Agent, as applicable, shall be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Loan Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender; *provided*, *however*, that neither the Administrative Agent nor the Collateral Agent, as applicable, shall be required to take any action that (i) the Administrative Agent or the Collateral Agent, as applicable, in good faith believes exposes it to liability unless the Administrative

Agent or the Collateral Agent, as applicable, receives an indemnification satisfactory to it from the Lenders with respect to such action or (ii) is contrary to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any requirement of Law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of Law relating to bankruptcy, insolvency or reorganization or relief of debtors; *provided*, *further*, that the Administrative Agent or the Collateral Agent, as applicable, may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Neither the Administrative Agent nor the Collateral Agent, as applicable, shall have any duty to disclose, except as expressly set forth herein and in the other Loan Documents, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of their Affiliates that is communicated to or obtained by any Person serving as an Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent or the Collateral Agent, as applicable, to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers unless it shall be assured, to its satisfaction, of repayment or adequate indemnity against such risk or liability.

For purposes of clarity, and without limiting any rights, protections, immunities or indemnities afforded to the Agents hereunder (including without limitation this Article IX), phrases such as "satisfactory to the Administrative Agent," "approved by the Administrative Agent," "acceptable to the Administrative Agent," "as determined by the Administrative Agent," "in the Administrative Agent's discretion," "selected by the Administrative Agent," "elected by the Administrative Agent," "requested by the Administrative Agent," and phrases of similar import that authorize and permit either the Administrative Agent to approve, disapprove, determine, act or decline to act in its discretion shall be subject to the Administrative Agent receiving direction from the Required Lenders (or such other number or percentage of the Lenders as expressly required hereunder or under the other Loan Documents) to take such action or to exercise such rights.

(c) Any assignor of a Term Loan or seller of a participation hereunder shall be entitled to rely conclusively on a representation of the assignee Lender or Participant in the relevant Assignment and Assumption or participation agreement, as applicable, that such assignee or purchaser is not a Disqualified Institution.

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, Internet or intranet website posting or other distribution statement or other document or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made or otherwise authenticated by the proper Person or Persons. Each Agent also may rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Term Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Term Loan. Each Agent may consult with, and rely upon (and be fully protected in relying upon), advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by such Agent. 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 (or such greater number of Lenders as may be expressly required hereby in any instance) 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 Sections 4.01 and 4.02, 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 Borrower referring to this Agreement, describing such Default and stating that such notice is a "notice of default" and clearly labeled as such. The Administrative Agent will notify the Lenders of its receipt of any such notice. 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*, *however*, 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, and 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 Borrower 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 Borrower 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, by delivering its signature page to this Agreement on the Closing Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Closing Date.

Section 9.07 Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, each Lender shall, on a ratable basis based on such Lender's Pro Rata Share of all the DIP Term Facility, 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), and hold harmless each Agent-Related Person in each case from and against any and all liabilities of whatsoever kind or nature which may be imposed on, asserted against or incurred by such Agent-Related Person in performing its duties under, or in any way relating to or arising out of, this Agreement or any other Loan Document; *provided*, *however*, that no Lender shall be liable for any portion of such liabilities resulting from such Agent-Related Person's own gross negligence, bad faith or willful misconduct as determined in a final, non-appealable judgment by a court of competent jurisdiction; *provided*, *however*, that no action or inaction taken or not 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, bad faith 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 shall apply whether or not any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limiting the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its Pro Rata Share of any costs or out-of-pocket expenses (including the fees, disbursements and other charges of counsel) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower; *provided* that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any; *provided, further*, that failure of any Lender to indemnify or reimburse the Administrative Agent shall not relieve any other Lender of its obligation in respect thereof. The undertaking in this Section 9.07 shall survive termination of the Aggregate Commitments, the payment of all other Obligations and the resignation or removal of the Administrative Agent.

Section 9.08 Agents in Their Individual Capacities. Any Agent and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Capital Stock 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 it were not an Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, an Agent or its Affiliates may receive information regarding any Loan Party or its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that such Agent shall be under no obligation to provide such information to them. With respect to its Term Loans (if any), and if applicable, such Agent 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 an Agent, and the terms "Lender" and "Lenders" include such Agent in its individual capacity (unless otherwise expressly indicated or unless the context otherwise requires).

Section 9.09 Successor Agents. The Administrative Agent or Collateral Agent may resign as the Administrative Agent or Collateral Agent, as applicable, upon 30 days' written notice to Borrower and the Lenders; *provided* that, if at the time of such resignation, there is a successor Administrative Agent or Collateral Agent, as applicable, satisfactory to each of the resigning Agent, the incoming Agent and the Borrower, each, in its sole discretion, then the resigning Agent, the incoming Agent and the Borrower may agree to waive or shorten the 30 day notice period. If the Administrative Agent or Collateral Agent or a controlling Affiliate of the Administrative Agent or the Collateral Agent is subject to an Agent-Related Distress Event, the Borrower may remove such Agent from such role upon ten days' written notice to the Lenders. The Required Lenders may remove the Administrative Agent or Collateral Agent at any time upon written notice to the applicable Agent. Upon (i) delivery of any such notice of removal, (ii) receipt of any

notice of resignation from the resigning Agent or (iii) receipt of any notice of removal from the Borrower, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall be subject to the consent of the Borrower at all times other than during the existence of an Event of Default under Section 8.01(a), (f), or (g) (which consent of the Borrower shall not be unreasonably withheld or delayed). If no successor agent has accepted appointment as the Administrative Agent or Collateral Agent by the date which is 30 days following the retiring Administrative Agent's or Collateral Agent's notice of resignation or removal, the retiring Administrative Agent's or Collateral Agent's resignation or removal shall nevertheless thereupon become effective and (i) the retiring Administrative Agent or Collateral Agent, as applicable, shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent or Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security as bailee, trustee or other applicable capacity until such time as a successor of such Agent is appointed, for the avoidance of doubt any agency fees for the account of the retiring agent shall cease to accrue from (and shall be payable on) the date that a successor Agent is appointed), (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.09 and (iii) the Lenders shall perform all of the duties of the Administrative Agent or Collateral Agent, as applicable, hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. Upon the acceptance of any appointment as the Administrative Agent or 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 request, in order to continue the perfection of the Liens granted or purported to be granted by the Collateral Documents, the Administrative Agent or Collateral Agent, as applicable, shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring Administrative Agent or Collateral Agent. Upon the acceptance of any appointment as the Administrative Agent or Collateral Agent hereunder by a successor or upon the expiration of the 30-day period following the retiring Administrative Agent's or Collateral Agent's notice of resignation or removal without a successor agent having been appointed, the retiring Administrative Agent or Collateral Agent, as applicable, shall be discharged from its duties and obligations hereunder and under the other Loan Documents other than as specifically set forth in this Section 9.09 but the provisions of this Article IX and Sections 10.04 and 10.05 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Agent-Related Persons in respect of any actions taken or omitted to be taken by any of them solely in respect of the Loan Documents or Obligations, as applicable, while the retiring Agent was acting as Administrative Agent or Collateral Agent, as applicable (including for this purpose, holding or transferring any collateral security following the resignation or removal of such Agent). At any time the Administrative Agent or Collateral Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Administrative Agent or Collateral Agent may be removed as the Administrative Agent or Collateral Agent hereunder at the request of the Borrower and the Required Lenders.

Section 9.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, administrative receivership, judicial management, insolvency, liquidation, bankruptcy, reorganization (by way of voluntary arrangement, schemes of arrangement or otherwise), arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Term Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Term Loans 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 to the extent provided for herein and all other amounts due the Lenders and the Administrative Agent under Sections 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any administrator, administrative receiver, custodian, receiver, assignee, trustee, judicial manager, 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, in each case, due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization (by way of voluntary arrangement, schemes of arrangement or otherwise), 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. Except with respect to the exercise of setoff rights in accordance with Section 10.09 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. Each Secured Party agrees that it shall not, and hereby waives any right to, take or institute any actions or proceedings, judicial or otherwise, for any such right or remedy under any Loan Document against any Loan Party or any past, present, or future Subsidiary of any Loan Party concerning any Collateral, or any other property of any Loan Party or any past, present or future Loan Party other than through the Administrative Agent or the Collateral Agent, as applicable; *provided*, that, for the avoidance of doubt, this sentence may be enforced against any Secured Party by the Required Lenders, any Agent or the Borrower (or any of its Affiliates) and each Secured Party expressly acknowledges that this sentence shall be available as a defense of the Borrower (or any of its Affiliates) in any such action, proceeding or remedial procedure. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Obligations, to have agreed to the foregoing provisions. Each of the Lenders irrevocably agree that:

(a) any Lien on any property granted to or held by the Administrative Agent or Collateral Agent under any Loan Document (and following such release shall execute any appropriate release documentation to document or evidence such release at the Borrower's reasonable request and sole expense) shall be automatically released (i) upon the occurrence of the Termination Date, (ii) upon the sale, disposition of, or distribution to be sold, disposed of or distributed of, such property as part of or in connection with any transaction or series of related transactions not prohibited hereunder or under any other Loan Document, in each case to a Person that is not a Loan Party, (iii) subject to Section 10.01, if approved, authorized or ratified in writing by the Required Lenders, (iv) if such property constitutes or becomes Excluded Property as a result of an occurrence not prohibited hereunder or (v) if such property is owned by a Subsidiary Guarantor upon release of such Subsidiary Guarantor from its obligations under its Guaranty or hereunder, as applicable, pursuant to clause (c) below;

(b) the Administrative Agent and the Collateral Agent shall, to the extent requested by the

Borrower, release or subordinate any Lien on any property granted to or held by the Administrative Agent or Collateral Agent under any Loan Document to the holder of any Permitted Lien on such property that is permitted by clause (6) of such definition securing obligations under Indebtedness of the type allowed pursuant to Section 7.01(d);

(c) any Guarantor shall be automatically released from its obligations under the applicable Guaranty or hereunder, as applicable, if in the case of any Subsidiary Guarantor, such Person ceases to be a Subsidiary of the Borrower or otherwise becomes an Excluded Subsidiary as a result of a transaction or designation permitted hereunder; *provided* that no such automatic release shall occur if such Guarantor continues to be a guarantor in respect of Prepetition Indebtedness; *provided, further,* no Guarantor will be released under the applicable Guaranty solely as a result of ceasing to be a Wholly Owned Subsidiary unless (w) at the time such Guarantor ceases to be a Wholly Owned Subsidiary, the primary purpose of such transaction was not to evade the guarantee requirements, (x) the transaction by which such Guarantor ceases to be a Wholly Owned Subsidiary was consummated on an arms' length basis with an unaffiliated third-party, (y) after giving effect to the transaction, the Guarantor being released is no longer a direct or indirect Subsidiary of the Borrower and (z) such transaction otherwise complies with the terms of this Agreement and the other Loan Documents; and

(d) [reserved].

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, under this Section 9.11. In each case as specified in this Section 9.11, the applicable Agent will (and each Lender irrevocably authorizes the applicable Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release 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. Additionally, upon reasonable request of the Borrower, the Collateral Agent will return possessory Collateral held by it that is released from the security interests created by the Collateral Documents pursuant to this Section 9.11; *provided* that in each case of this Section 9.11, upon the Collateral Agent's reasonable request, the Borrower shall have delivered to the Administrative Agent and Collateral Agent a certificate of a Responsible Officer of the Borrower certifying that any such transaction has been consummated in compliance with this Agreement and the other Loan Documents and that such release is not prohibited hereby; *provided*, that in the event that the Collateral Agent loses or misplaces any possessory collateral delivered to the Collateral Agent by the Borrower, upon reasonable request of the Borrower, the Collateral Agent shall provide a loss affidavit to the Borrower, in the form customarily provided by the Collateral Agent in such circumstances.

Section 9.12 [Reserved].

Section 9.13 [Reserved].

Section 9.14 Appointment of Supplemental Agents and Specified Refinancing 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 or the Collateral 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, the Administrative Agent and the Collateral Agent are hereby authorized to appoint an additional individual or institution selected by them in their sole discretion as a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or administrative co-agent, as applicable (any such additional individual or institution being referred to herein individually as a "**Supplemental Agent**" and collectively as "**Supplemental Agents**") and the Administrative Agent and the Collateral Agent shall not be responsible for the negligence or misconduct of any Supplemental Agent that it selects except to the extent that a court of competent jurisdiction determines in a final non-appealable judgment that the Administrative Agent or the Collateral Agent acted with gross negligence or willful misconduct in making such selection.

(b) In the event that the Administrative Agent or the Collateral Agent appoints a Supplemental 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 or the Collateral Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Agent to the extent, and only to the extent, necessary to enable such Supplemental 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 Agent shall run to and be enforceable by either the Administrative Agent and the Collateral Agent or such Supplemental Agent, and (ii) the provisions of this Article IX and of Sections 10.04 and 10.05 (obligating the Borrower to pay the Administrative Agent's and the Collateral Agent's expenses and to indemnify the Administrative Agent and the Collateral Agent) that refer to the Administrative Agent and/or the Collateral Agent shall inure to the benefit of such Supplemental Agent and all references therein to the Administrative Agent and/or Collateral Agent shall be deemed to be references to the Administrative Agent and/or Collateral Agent and/or such Supplemental Agent, as the context may require.

(c) Should any instrument in writing from the Borrower, Holdings or any other Loan Party be required by any Supplemental Agent so appointed by the Administrative Agent or the Collateral Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, the Borrower or Holdings, as applicable, shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent or the Collateral Agent. In case any Supplemental 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 Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent or the Collateral Agent, as applicable, until the appointment of a new Supplemental Agent.

(d) [reserved].

Section 9.15 [Reserved].

Section 9.16 Withholding Tax. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 3.01, each Lender shall indemnify the Administrative Agent against, and shall make payable in respect thereof within 30 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold tax from amounts paid to or for the account of such Lender for any reason (including, without limitation, because the appropriate form was not delivered or not property 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). 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, any other Loan Document or otherwise against any amount due the Administrative Agent under this paragraph. The agreements in this paragraph shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other obligations under any Loan Document.

Section 9.17 Credit Bidding. Each Lender hereby irrevocably authorizes the Administrative Agent (and the Collateral Agent at the direction of the Administrative Agent), at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by 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, the CCAA, including Section 36 of the CCAA, the BIA, including Section 65.13 of the BIA or any other Debtor Relief Laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, 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 by the Administrative Agent at the direction of the Required Lenders 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 shall 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) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid, (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized 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, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 10.01 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably (in accordance with Section 8.04) on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) 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 Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata with their original interest in such Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles

as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

Section 9.18 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Agents, 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 Term Loans, the Term 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 Term Loans, the Term 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 Term Loans, the Term Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Term Loans, the Term 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 Term Loans, the Term Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Agents, such Lender and the Borrower; *provided* that the Borrower shall not unreasonably withhold its consent.

(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 Agents and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Agents are 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 Term Loans, the Term Commitments and this Agreement (including in connection with the reservation or exercise of any

rights by the Agents under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 9.19 Erroneous Payments.

(a) If the Administrative Agent notifies a Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any such Lender, Secured Party or other recipient, a "**Payment Recipient**") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error. If a Payment Recipient receives any payment, prepayment or repayment of principal, interest, fees, distribution or otherwise and does not receive a corresponding payment notice or payment advice, such payment, prepayment or repayment shall be presumed to be in error absent written confirmation from the Administrative Agent to the contrary.

(b) Each Lender or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(c) For so long as an Erroneous Payment (or portion thereof) has not been returned by any Payment Recipient who received such Erroneous Payment (or portion thereof) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**") to the Administrative Agent after demand therefor in accordance with immediately preceding clause (a), (i) the Administrative Agent may elect, in its sole discretion on written notice to such Lender or Secured Party, that all rights and claims of such Lender or Secured Party with respect to the Term Loans or other Obligations owed to such Person up to the amount of the corresponding Erroneous Payment Return Deficiency in respect of such Erroneous Payment (the "**Corresponding Loan Amount**") shall immediately vest in the Administrative Agent upon such election; after such election, the Administrative Agent (x) may reflect its ownership interest in Term Loans in a principal amount equal to the Corresponding Loan Amount in the Register, and (y) upon five business days' written notice to such Lender or Secured Party, may sell such Term Loan (or portion thereof) in respect of the Corresponding Loan Amount subject to the limitations on assignment of Term Loans set forth herein, and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by such Lender or Secured Party shall be reduced by the net proceeds of the sale of such Term Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender or Secured Party (and/or against any Payment Recipient that receives funds on its behalf), and (ii) each party hereto agrees that, except to the extent that the Administrative Agent has sold such Term Loan, and

irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of such Lender or Secured Party with respect to the Erroneous Payment Return Deficiency. For the avoidance of doubt, no vesting or sale pursuant to the foregoing clause (i) will reduce the Term Commitments of any Lender and such Term Commitments shall remain available in accordance with the terms of this Agreement.

(d) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment.

(e) No Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(f) Each party's obligations, agreements and waivers under this Section 9.19 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Term Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

Section 9.20 Hypothecary Representative. Without limiting the powers of the Collateral Agent under this Agreement and the Collateral Documents, to the extent necessary for the purposes of holding any Collateral Document granted by any Loan Party pursuant to the laws of the Province of Québec, each Loan Party and each of the Secured Parties party hereto hereby irrevocably appoints and authorizes the Collateral Agent, as part of its duties as Collateral Agent, to act as the hypothecary representative of all present and future Secured Parties as contemplated under Article 2692 of the Civil Code of Quebec. Any Person who becomes a Secured Party or successor Collateral Agent shall be deemed to have consented to and ratified the foregoing appointment of the Collateral Agent as the hypothecary representative on behalf of all Secured Parties, including such Person and any Affiliate of such Person designated above as a Secured Party. The execution prior to the date hereof by the Collateral Agent in its capacity as hypothecary representative of any Collateral Documents made pursuant to the laws of the Province of Quebec, is hereby ratified and confirmed. The appointment of a successor Collateral Agent pursuant to the terms hereof also constitutes the appointment of a successor hypothecary representative under this Section without any further agreement, act or formality (subject to, prior to the successor hypothecary representative exercising the rights relating to the hypothec created under any such Collateral Document, the publication by registration of a notice of replacement in the applicable registers in accordance with the terms of Article 2692 of the Civil Code of Quebec). For greater certainty, the Collateral Agent, acting as hypothecary representative, will have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Collateral Agent in this Agreement, which will apply *mutatis mutandis*.

ARTICLE X

MISCELLANEOUS

Section 10.01 Amendments, Etc. Except as otherwise expressly set forth in this Agreement or the applicable Loan Document, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders (or by the Administrative Agent at the instruction

of the Required Lenders (with an email from counsel being sufficient)) and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent to the extent the Administrative Agent is not a Defaulting Lender, and each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided*, *however*, that no such amendment, waiver or consent shall:

(a) extend or increase the Term Commitment of any Lender, or reinstate the Term Commitment of any Lender after the termination of such Term Commitment pursuant to Section 8.02, in each case without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of (or amendment to the terms of) any Default or Event of Default, mandatory prepayment or mandatory reduction of the Term Commitments shall not constitute an extension or increase of any Term Commitment of any Lender);

(b) postpone any date scheduled for, or reduce the amount of, any payment of principal of, premiums, or interest on, any Term Loan or any fees or other amounts payable hereunder, 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 obligation to pay interest at the Default Rate, or the amendment or waiver of any mandatory prepayment of any Term Loans shall not constitute a postponement of any date scheduled for the payment of principal, interest or fees;

(c) reduce the principal of, or the rate of interest specified herein on, or change the currency of, any Term Loan (it being understood that a waiver of any Default or Event of Default or mandatory prepayment shall not constitute a reduction or forgiveness of principal), or 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; *provided*, *however*, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate;

(d) [reserved];

(e) change any provision of this Section 10.01, or the definition of Required Lenders, or any other provision hereof specifying the number or percentage of Lenders or portion of the Term Loans or Term Commitments required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(f) other than in a transaction permitted under Section 7.03 or Section 7.04, release all or substantially all of the Liens on the Collateral in any transaction or series of related transactions, without the written consent of each Lender;

(g) other than in a transaction permitted under Section 7.03 or Section 7.04, release all or substantially all of the aggregate value of the Guaranty, or all or substantially all of the Guarantors, without the written consent of each Lender;

provided, *however*, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent, the Collateral Agent in their respective capacities as such, in addition to the Borrower and the Lenders required above, affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent or the Collateral Agent, as applicable, under this Agreement or any other Loan Document; (ii) any fee letter may be amended, or the rights or privileges thereunder waived, in a writing executed only by the parties thereto and (iii) Section 10.07(g) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Term Loans are being funded by an SPC at the time of such amendment, waiver or other modification. Notwithstanding anything to the

contrary herein, any amendment, modification, waiver or other action which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders or Affiliate Lenders, except that (x) no amendment, waiver or consent relating to Section 10.01(a), (b) or (c) may be effected, in each case without the consent of such Defaulting Lender or Affiliate Lender and (y) any amendment, modification, waiver or other action that by its terms adversely affects any Defaulting Lender or Affiliate Lender in its capacity as a Lender in a manner that differs in any material respect from, and is more adverse to such Defaulting Lender or Affiliate Lender than it is to, other affected Lenders shall require the consent of such Defaulting Lender or Affiliate Lender. Notwithstanding anything to the contrary herein, any waiver, amendment, modification or consent in respect of this Agreement or any other Loan Document that by its terms affects the rights or duties under this Agreement or any other Loan Document of Lenders holding Term Loans or Term Commitments of a particular Term Loan Tranche (but not the Lenders holding Term Loans or Term Commitments of any other Term Loan Tranche) may be effected by an agreement or agreements in writing entered into by the Borrower and the requisite percentage in interest of the Lenders with respect to such Term Loan Tranche that would be required to consent thereto under this Section 10.01 if such Lenders were the only Lenders hereunder at the time.

In addition, notwithstanding anything else to the contrary contained in this Section 10.01, (a) if the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error, ambiguity or omission, defect or inconsistency of a technical nature, in each case, in any provision of the Loan Documents, then the Administrative Agent and the Borrower shall be permitted to amend such provision and (b) the Administrative Agent and the Borrower shall be permitted to amend any provision of any Collateral Document, the Guaranty, or enter into any new agreement or instrument, to be consistent with this Agreement and the other Loan Documents or as required by local law to give effect to any guaranty, or to give effect to or to protect any security interest for the benefit of the Secured Parties, in any property so that the security interests comply with applicable Law, and, in each case, such amendments, documents and agreements shall become effective without any further action or consent of any other party to any Loan Document.

Notwithstanding anything to the contrary herein, in connection with any determination as to whether the Required Lenders have (A) consented (or not consented) to any amendment or waiver of any provision of this Agreement or any other Loan Document or any departure by any Loan Party therefrom, (B) otherwise acted on any matter related to any Loan Document, or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, any Lender (other than any Lender that is a Regulated Bank or any of the Joint Lead Arrangers or their Affiliates and other than market making activities) that, as a result of its interest in any total return swap, total rate of return swap, credit default swap or other derivative contract (other than any such total return swap, total rate of return swap, credit default swap or other derivative contract entered into pursuant to bona fide market making activities), has a net short position with respect to the Term Loans and/or Term Commitments (each, a "**Net Short Lender**") shall not, without the consent of the Borrower (in its sole discretion), have any right to vote any of its Term Loans and Term Commitments and shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Net Short Lenders. For purposes of determining whether a Lender has a "net short position" on any date of determination: (i) derivative contracts with respect to the Term Loans and Term Commitments and such contracts that are the functional equivalent thereof shall be counted at the notional amount thereof in Dollars, (ii) the notional amounts in other currencies shall be converted to the dollar equivalent thereof by such Lender in a commercially reasonable manner consistent with generally accepted financial practices and based on the prevailing conversion rate (determined on a mid-market basis) on the date of determination, (iii) derivative contracts in respect of an index that includes any of the Borrower or other Loan Parties or any instrument issued or guaranteed by any of the Borrower or other Loan Parties shall not be deemed to create a short position with

respect to the Term Loans and/or Term Commitments, so long as (x) such index is not created, designed, administered or requested by such Lender or its Affiliates and (y) the Borrower and the other Loan Parties and any instrument issued or guaranteed by any of the Borrower or other Loan Parties, collectively, shall represent less than five percent (5%) of the components of such index, (iv) derivative transactions that are documented using either the 2014 ISDA Credit Derivatives Definitions or the 2003 ISDA Credit Derivative Definitions (collectively, the "**ISDA CDS Definitions**") shall be deemed to create a short position with respect to the Term Loans and/or Term Commitments if such Lender is a protection buyer or the equivalent thereof for such derivative transaction and (x) the Term Loans or the Term Commitments are a "Reference Obligation" under the terms of such derivative transaction (whether specified by name in the related documentation, included as a "Standard Reference Obligation" on the most recent list published by Markit, if "Standard Reference Obligation" is specified as applicable in the relevant documentation or in any other manner), (y) the Term Loans or the Term Commitments would be a "Deliverable Obligation" under the terms of such derivative transaction or (z) any of the Borrower or other Loan Parties (or its successor) is designated as a "Reference Entity" under the terms of such derivative transaction, and (v) credit derivative transactions or other derivatives transactions not documented using the ISDA CDS Definitions shall be deemed to create a short position with respect to the Term Loans and/or Term Commitments if such transactions are functionally equivalent to a transaction that offers the Lender protection in respect of the Term Loans or the Term Commitments, or as to the credit quality of any of the Borrower or other Loan Parties other than, in each case, as part of an index so long as (x) such index is not created, designed, administered or requested by such Lender and (y) the Borrower and other Loan Parties and any instrument issued or guaranteed by any of the Borrower or other Loan Parties, collectively, shall represent less than five percent (5%) of the components of such index. In connection with any such determination, each Lender (other than (x) a Regulated Bank, (y) [reserved], or (z) [reserved]) shall promptly notify the Administrative Agent in writing that it is a Net Short Lender, or shall otherwise be deemed to have represented and warranted to the Borrower and the Administrative Agent that it is not a Net Short Lender (it being understood and agreed that (A) the Borrower and the Administrative Agent shall be entitled to rely on each such representation and deemed representation and (B) the Administrative Agent shall have no duty to inquire as to or investigate the accuracy of any such notice or representation (or deemed representation), verify any statements in any notice or certificate delivered to it, or otherwise make any calculations, investigations or determinations with respect to any derivative instruments or transactions or the "net" position of any Lender).

Section 10.02 Notices; Electronic Communications.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, any other Loan Party, the Administrative Agent or the Collateral Agent, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, telecopier number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties hereto, as provided in Section 10.02(d); and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications

sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below shall be effective as provided in such clause (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving, or is unwilling to receive, notices under Article II by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes (with the Borrower's consent), (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment 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-RELATED PERSONS 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-RELATED PERSON IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall any Agent-Related Person have any liability to any Loan Party or any of their respective Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet or through the Platform, any other electronic platform or electronic messaging service, 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-Related Person.

(d) Change of Address, Etc. Each of Holdings, the Borrower, the other Guarantors, the Administrative Agent and the Collateral Agent may change its address, telecopier, telephone number or electronic mail address for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier, telephone number or electronic mail address for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, 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 Borrower or its securities for purposes of United States federal or state securities laws.

(e) Reliance by Administrative Agent, Collateral Agent and Lenders. The Administrative Agent, the Collateral Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof except to the extent such reliance is deemed to be gross negligence or willful misconduct of the Administrative Agent, Collateral Agent or Lender in a final non-appealable judgment of a court of competent jurisdiction. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower to the extent required by Section 10.05. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Section 10.03 No Waiver; Cumulative Remedies; Enforcement.

(a) No failure by any Lender, the Administrative Agent or the 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 provided hereunder and under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

(b) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them, and the right to realize upon any of the Collateral or to enforce any Guarantee of the Obligations shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent or the Collateral Agent in accordance with Section 8.02 for the benefit of all the Lenders; *provided*, *however*, that the foregoing shall not prohibit (a) the Administrative Agent or the Collateral Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as the Administrative Agent or the Collateral Agent) hereunder and under the other Loan Documents, or (b) any Lender from exercising setoff rights in accordance with Section 10.09 (subject to the terms of Section 2.13); and *provided, further*, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clause (b) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders. In the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender (or any person nominated by them) may be the purchaser of any or all of such Collateral at any such sale and the Administrative Agent, as agent for and representative of the Lenders (but not any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing), shall be entitled, for the purpose

of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold in any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Administrative Agent at such sale.

Notwithstanding anything to the contrary herein, each Lender agrees that it shall not, and hereby expressly and irrevocably waives any right to, take or institute any actions or proceedings, judicial or otherwise, for any right or remedy or assert any other Cause of Action against any Loan Party (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 any other Cause of Action, or otherwise commence any remedial procedures, against Holdings, the Borrower and/or any of their respective Subsidiaries or parent companies (including, without limitation, the Sponsor) with respect to any Collateral or any other property of any such Person, without the prior written consent of the Required Lenders; *provided*, that, for the avoidance of doubt, this sentence may be enforced against any Lender by the Required Lenders, any Agent or the Borrower (or any of its Affiliates) and each Secured Party expressly acknowledge that this sentence shall be available as a defense of the Borrower (or any of its Affiliates) in any such action, proceeding or remedial procedure.

Section 10.04 Expenses. The Borrower agrees (a) to pay or reimburse the Administrative Agent, the other Agents and the Ad Hoc Group for all reasonable and documented and invoiced out-of-pocket costs and expenses incurred in connection with the preparation, negotiation, syndication and execution of this Agreement and the other Loan Documents (including reasonable and documented and invoiced out-of-pocket expenses incurred in connection with due diligence and travel, courier, reproduction, printing and delivery expenses), and any amendment, waiver, consent or other modification of the provisions hereof and thereof, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented and invoiced out-of-pocket fees, disbursements and other charges of counsel (limited to the reasonable, documented and invoiced out-of-pocket fees, disbursements and other charges of (i) each Ad Hoc Group Advisor that is counsel to the Ad Hoc Group, (ii) one counsel to the Administrative Agent and the Collateral Agent and (iii) one local counsel to the Administrative Agent and the Collateral Agent as reasonably necessary in any relevant material jurisdiction) and (b) to pay or reimburse the Administrative Agent, the other Agents, the Ad Hoc Group and each Lender for all reasonable documented and invoiced 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 such reasonable and documented and invoiced out-of-pocket costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law or in connection with any workout or restructuring), including the reasonable and documented and invoiced out-of-pocket fees, disbursements and other charges of counsel (limited to the reasonable fees, documented and invoiced out-of-pocket disbursements and other charges of (i) with respect to the Lenders taken as a whole, one counsel and (ii) with respect to the Administrative Agent and other Agents, one counsel and, in each case of (i) and (ii), if reasonably necessary, of one local counsel to such Persons take as a whole in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions, in each case, in relevant jurisdictions material to the interests of the Lenders) and, in the event of any actual or perceived conflict of interest, one additional counsel in each relevant jurisdiction for each Lender or group of similarly affected Lenders or Agents taken as a whole subject to such conflict with the consent of the Borrower). The foregoing costs and expenses shall include all reasonable search, filing, recording, title insurance and appraisal charges and fees, and other out-of-pocket expenses incurred by any Agent. All amounts due under this Section 10.04 shall be paid within 30 days (or such longer period as the Administrative Agent may agree to in its reasonable discretion) after invoiced or demand therefor (with a reasonably detailed invoice with respect thereto) (except for any such costs and expenses incurred prior to the Closing Date, which shall be paid on the Closing Date to the extent invoiced at least three (3) Business Days prior to the Closing Date). The Borrower shall reimburse and pay all reasonable and documented out-of-pocket expenses incurred by the Fronting Lender in connection with the Transactions (including as set forth in the Fronting Fee Letter) limited, in the case of

counsel fees and expenses, to one counsel at a time. The agreements in this Section 10.04 shall survive the occurrence of the Termination Date. If the Borrower fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of the Borrower by the Administrative Agent after any applicable grace periods have expired, in its sole discretion and the Borrower shall immediately reimburse the Administrative Agent, as applicable. This Section 10.04 shall not apply with respect to Taxes other than any Taxes arising from any non-Tax cost or expense.

Section 10.05 Indemnification by the Borrower. The Borrower shall indemnify and hold harmless each Agent-Related Person, each Lender, each of their respective Affiliates and each partner, director, officer, employee, counsel, agent and representative of the foregoing and, in the case of any funds, trustees and advisors and attorneys-in-fact (collectively, the "**Indemnitees**") from and against (and will reimburse each Indemnitee, as and when incurred, for) any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs (including settlement costs), disbursements, and reasonable and documented and invoiced out-of-pocket fees and expenses (but (1) limited, in the case of legal fees and expenses, to the reasonable and documented and invoiced out-of-pocket fees, disbursements and other charges of (i) one counsel to the Indemnitees taken as a whole, (ii) in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected Indemnitee in each relevant jurisdiction material to the interests of the Lenders, and (iii) if reasonably necessary, one local counsel in each jurisdiction material to the interests of the Indemnitees (which may include a single special counsel acting in multiple jurisdictions) and (2) excluding the fees and expenses of any other third-party advisors retained without the Borrower's prior written consent) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted or awarded against any such Indemnitee in any way relating to or arising out of or in connection with or by reason of (x) any actual or prospective claim, litigation, investigation or proceeding in any way relating to, arising out of, in connection with or by reason of any of the following, 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): (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 or (b) any Term Commitment or Term Loan or the use or proposed use of the proceeds therefrom; *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, disbursements, fees or related expenses resulted from (A) the bad faith, gross negligence or willful misconduct of such Indemnitee or any of its Affiliates or controlling persons or any of the officers, directors, employees, agents, advisors, or members of any of the foregoing, as the case may be, as determined by a court of competent jurisdiction in a final and non-appealable decision, (B) a material breach of the Loan Documents by such Agent-Related Person, Lender (or any of their respective Affiliates, partners, directors, officers, employees, counsel, agents and representatives), as the case may be, as determined by a court of competent jurisdiction in a final and non-appealable decision or (C) any dispute that is among Indemnitees (other than any dispute involving claims against the Administrative Agent or any other Agent, in each case in their respective capacities as such) that did not involve actions or omissions of the Borrower or its Subsidiaries or any of their respective Affiliates; or (y) to the extent related to the foregoing in clause (x), any actual or alleged presence or Release of Hazardous Materials for which the Borrower or any of its Subsidiaries are responsible on or from any property owned or operated by the Borrower or its Subsidiaries and any other Environmental Liability of Holdings or any of its Subsidiaries ((x) and (y), collectively, the "**Indemnified Liabilities**"), in all cases; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through the Platform or other information transmission systems

(including electronic telecommunications) in connection with this Agreement unless determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee, nor shall any Indemnitee or any Loan Party or any of its Affiliates or representatives 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 such waiver of special, punitive, indirect or consequential damages shall not limit the indemnification obligations of the Loan Parties under this Section 10.05 in respect of third-party claims against the Indemnitees. 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, shareholders or creditors or an Indemnitee or any other Person, and whether or not any Indemnitee is otherwise a party thereto. Should any investigation, litigation or proceeding be settled, or if there is a judgment in any such investigation, litigation or proceeding, the Borrower shall indemnify and hold harmless each Indemnitee in the manner set forth above; *provided* that the Borrower shall not be liable for any settlement effected without the Borrower's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned). All amounts due under this Section 10.05 shall be payable within 30 days (or such longer period as any Agent may agree to in its reasonable discretion) after demand therefor (and after receipt by the Borrower of a reasonably detailed invoice with respect thereto). 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. This Section 10.05 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim. Notwithstanding the foregoing, each Indemnitee shall be obligated to refund or return any and all amounts paid by the Borrower under this Section 10.05 to such person for any losses, claims, damages, liabilities and expenses to the extent such person is not entitled to payment of such amounts in accordance with this Section 10.05 as determined by a court of competent jurisdiction in a final and non-appealable decision. Notwithstanding anything to the contrary contained herein or in any other Loan Document, any indemnity claim pursuant to this Section 10.05 by Initial Term Lenders or any of their respective Affiliates and each partner, director, officer, employee, counsel, agent and representative of the foregoing and, in the case of any funds, trustees and advisors and attorneys-in-fact, in each case in their capacity as such shall only run to the benefit such applicable Indemnitee and not any other Lender. Nothing contained in this Agreement shall limit or impair the Borrower's reimbursement or indemnification obligations set forth in the Fronting Fee Letter.

Section 10.06 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to any Agent or any Lender, in each case in their capacities as such, 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 (without duplication) 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 from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 10.07 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee (other than to any Disqualified Institution or Natural Person) in accordance with the provisions of Section 10.07(b), (ii) by way of participation in accordance with the provisions of Section 10.07(d), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.07(f) or (iv) to an SPC in accordance with the provisions of Section 10.07(g) (and any other attempted assignment or transfer by any party hereto 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(d) 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) Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Term Commitment(s) and the Term Loans at the time owing to it); *provided* that:

(i) (A) in the case of an assignment (I) of the entire remaining amount of the assigning Lender's Term Commitment under the DIP Term Facility and the Term Loans at the time owing to it under such DIP Term Facility or (II) by the Fronting Lender, no minimum amount shall need be assigned, and (B) in any case not described in clause (b)(i)(A) of this Section 10.07, the aggregate amount of the Term Commitment (which for this purpose includes Term Loans outstanding thereunder) or, if the applicable Term Commitment is not then in effect, the outstanding principal balance of the Term Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $1,000,000 (or equivalent) and shall be in integral multiples of $500,000 (or equivalent) (or such lesser amount or multiple as is acceptable to the Administrative Agent and the Borrower); *provided*, *however*, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met; *provided*, *further*, that the request for any consent of the Borrower shall be delivered to the Borrower with a copy to up to three individuals of the Sponsor designated by the Borrower and set forth on Schedule 10.02;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Term Loans or the Term Commitment assigned;

(iii) no consent shall be required for any assignment except to the extent required by clause (b)(i)(B) of this Section 10.07 and, in addition (A) the consent of the Borrower (such consent not to be unreasonably withheld, conditioned or delayed; *provided* that (x) the Borrower shall have absolute consent rights with regards to any proposed assignment to a Disqualified Institution and (y) without limitation, investment objectives and/or history of any proposed lender or its affiliates, shall be a reasonable basis for the Borrower to withhold consent) shall be required for any assignment, *provided* that in each case, no consent of the Borrower shall be required (other than an assignment to a Disqualified Institution) if (1) an Event of Default under Section 8.01(a)(only with respect to principal payments), (f) (with respect to the Borrower) or (g) (with respect to the Borrower) has occurred and is continuing at the time of such assignment (other than in the case of a proposed assignment to a Disqualified Institution); or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund (other than any Disqualified Institution); *provided* that (1) other than with respect to assignments to a Disqualified Institution, the

Borrower shall be deemed to have consented to any assignment unless the Borrower objects thereto by written notice to the Administrative Agent within ten Business Days after having received (and after the Sponsor having received, to the extent designated by the Borrower pursuant to the last paragraph of Section 10.07(b)) notice thereof and (2) during the 120 day period following the Closing Date, the Borrower shall be deemed to have consented to an assignment to any Lender (other than any Disqualified Institution) if such Lender was previously identified and approved in the initial allocations of the Term Loans and Term Commitments, (B) the consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed) shall be required for any assignment unless such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund, and (C) each assignee shall sign a joinder to the RSA;

(iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), together with a processing and recordation fee of $3,500 for each assignment (or group of affiliated or related assignments) (except (w) no processing and recordation fee shall be payable in the case of assignments in connection with the initial syndication of the DIP Term Facility or assignments by the Fronting Lender of Term Loans, (x) in the case of contemporaneous assignments by any Lender to one or more Approved Funds, only a single processing and recording fee shall be payable for such assignments, (y) no processing and recordation fee shall be payable for assignments among Approved Funds or among any Lender and any of its Approved Funds and (z) the Administrative Agent, in its sole discretion, may elect to waive such processing and recording fee in the case of any assignment). Each Eligible Assignee that is not an existing Lender shall deliver to the Administrative Agent an Administrative Questionnaire;

(v) no such assignment shall be made (A) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or a Subsidiary of a Defaulting Lender, (B) to any Natural Person, (C) to any Disqualified Institution, (D) to Holdings, the Borrower or any their Subsidiaries or (E) to any Affiliate Lender except as permitted under Section 10.07(i) and any such assignment in violation of this clause (v) shall be, at the Borrower's option, declared (and shall thereafter automatically be) null and void; *provided*, that each Lender shall make an inquiry to the Administrative Agent as to whether a specific potential assignee or prospective participant is a Disqualified Institution and upon such inquiry by any Lender to the Administrative Agent, the Administrative Agent shall be permitted to disclose to such inquiring Lender whether such specific potential assignee or prospective participant is on the list of Disqualified Institutions; *provided* that 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 Institutions and shall not be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or have any liability with respect to or arising out of any assignment or participation to or disclosure of confidential information to, a Disqualified Institution; *provided*, *further*, that the Administrative Agent shall not disclose (verbally or in writing) the list of entities that are Disqualified Institutions to any person, but may confirm, verbally and upon the request or inquiry by any Lender, whether a particular potential assignee or participant is listed on the list of Disqualified Institutions (*provided*, that, such Lender agrees to keep such information confidential and each Lender party to this Agreement (on or after the Closing Date) expressly acknowledges that the Disqualified Institutions list shall be treated as "Information" subject to the restrictions of Section 10.08 (except to the extent disclosure of a particular Disqualified Institution's status is required in connection with a potential assignment to such particular Disqualified Institution));

(vi) [reserved];

(vii) the assigning Lender shall deliver any Term Notes or, in lieu thereof, a lost note affidavit and indemnity reasonably acceptable to the Borrower evidencing such Term Loans to the Borrower or the

Administrative Agent; and

(viii) in connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or sub-participations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable Pro Rata Share of Term Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full Pro Rata Share of all Term Loans in accordance with its Pro Rata Share; *provided* that notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this clause, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.07(c), from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, 10.04 and 10.05 with respect to facts and circumstances occurring prior to the effective date of such assignment, and subject to the obligations set forth in Section 10.08). Upon request, and the surrender by the assigning Lender of its Term Note (or, in lieu thereof, a lost note affidavit and indemnity reasonably acceptable to the Borrower), the Borrower (at its expense) shall execute and deliver a Term Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement (other than any purported assignment or transfer to a Disqualified Institution) that does not comply with this clause (b) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.07(d). In connection with obtaining the Borrower's consent to assignments in accordance with this clause (b), the Borrower shall be permitted to designate up to three additional individuals (which shall include one on behalf of the Sponsor and one on behalf of the Borrower, each of which shall be at their appropriate address for notices pursuant to Section 10.02) who shall be copied on any consent requests (or receive separate notice of such proposed assignments) from the Administrative Agent; *provided* that a failure to so copy such individuals shall not render such assignments invalid or ineffective.

(c) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register in which it shall record the names and addresses of the Lenders, and the Term Commitments of, and principal amounts (and related interest amounts) of the Term Loans owing to each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the 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. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as Defaulting Lender. The Register shall be available for inspection by the Borrower, any Agent and any Lender (but only to entries with respect to

itself), at any reasonable time and from time to time upon reasonable prior notice. This Section 10.07(c), Section 10.07(m) and Section 2.11 are intended so that all Term Loans are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related Treasury Regulations (or any other relevant or successor provisions of the Code or of such Treasury Regulations).

(d) Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a Natural Person, Holdings, the Borrower or any their Subsidiaries, an Affiliate Lender, a Person that the Administrative Agent has identified in a notice to the Lenders as a Defaulting Lender or a Disqualified Institution) (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 Term Commitment and/or the Term Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the 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 any other Loan Document unless otherwise agreed by the Borrower; *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 the first proviso to Section 10.01 (in the case of any amendment, waiver or other modification described in clause (a), (b) or (c) of such proviso, that directly and adversely affects such Participant). Subject to Section 10.07(e), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and the limitations of such Sections (it being understood that the documentation required under Section 3.01(h) shall be delivered solely to the participating Lender), Section 3.07 and Section 3.08) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.07(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; *provided* such Participant agrees to be subject to Section 2.13 as though it were a Lender.

(e) A Participant (i) agrees to be subject to the provisions of Section 3.08 as if it were an assignee pursuant to Section 10.07(b) and (ii) shall not be entitled to receive any greater payment under Section 3.01, 3.04 or 3.05 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent that a Participant's right to a greater payment results from a change in any Law after the Participant becomes a Participant.

(f) 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 Term Note, if any) (other than to a Disqualified Institution or a Natural Person) to secure obligations of such Lender, including any pledge or assignment to secure obligations to an FRB or any central bank having jurisdiction over such Lender; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Notwithstanding anything to the contrary herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "**SPC**") the option to provide all or any part of any Term 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 Term Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Term Loan, the Granting Lender shall be obligated to make such Term Loan pursuant to the terms hereof

or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.12(b). Each party hereto hereby agrees that an SPC shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and the limitations of such Sections (it being understood that the documentation required under Section 3.01(h) shall be delivered solely to the Granting Lender), Section 3.07 and Section 3.08); *provided* that neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including under Section 3.01, 3.04 or 3.05), except to the extent that the SPC's right to a greater payment results from a change in any Law after the grant to the SPC takes place. Each party hereto further agrees that (i) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (ii) 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. Other than as expressly provided in this Section 10.07(g), (A) such Granting Lender's obligations under this Agreement shall remain unchanged, (B) such Granting Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Granting Lender in connection with such Granting Lender's rights and obligations under this Agreement. The making of a Term Loan by an SPC hereunder shall utilize the Term Commitment of the Granting Lender to the same extent, and as if, such Term Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not, other than in respect of matters unrelated to this Agreement or the transactions contemplated hereby, institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrower and the Administrative Agent and with the payment of a processing fee of $3,500, assign all or any portion of its rights hereunder with respect to any Term Loan to the Granting Lender and (ii) subject to Section 10.08, disclose on a confidential basis any non-public information relating to its funding of Term Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee or credit or liquidity enhancement to such SPC.

(h) Notwithstanding anything to the contrary herein, any Lender that is a Fund may create a security interest in all or any portion of the Term Loans owing to it and the Term Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; *provided* that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 10.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents, and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(i) Notwithstanding anything to the contrary herein, any Lender may assign all or any portion of its Term Loans hereunder to any Affiliate Lender, but only if:

(i) the assigning Lender and Affiliate Lender purchasing such Lender's Term Loans shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit D-2 hereto in lieu of an Assignment and Assumption;

(ii) after giving effect to such assignment, Affiliate Lenders shall not, in the aggregate, own or hold Term Loans and (without duplication) Term Commitments with an aggregate principal amount in excess of the amount of Term Loans and (without duplication) Term Commitments held by Affiliate Lenders as of the Closing Date (it being understood and agreed that, as of the Closing Date

and after giving effect to the initial Term Borrowing, the aggregate amount of Term Loans held by Affiliate Lenders is $[__] and (without duplication) the aggregate amount of Term Commitments held by Affiliate Lenders is $[__]); and

(iii) such Affiliate Lender shall at all times thereafter be subject to the voting restrictions specified in Section 10.01.

In connection with any assignment pursuant to Section 10.07(i), each Lender acknowledges and agrees that, in connection therewith, (1) the Affiliate Lender may have, and later may come into possession of, information regarding the Sponsor, Holdings, any of its Subsidiaries and/or any of their respective Affiliates not known to such Lender and that may be material to a decision by such Lender to participate in such assignment (including material non-public information) ("**Excluded Information**"), (2) such Lender, independently and, without reliance on the Affiliate Lender, any Agent or any of their respective Affiliates, has made its own analysis and determination to participate in such assignment notwithstanding such Lender's lack of knowledge of the Excluded Information, (3) none of the Affiliate Lender, any Agent or any of their respective Affiliates shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against Affiliate Lender, any Agent or any of their respective Affiliates, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information and (4) no Affiliate Lender shall be required to represent that it is not in possession of any material non-public information with respect to Holdings and/or any of its Subsidiaries or their respective securities in connection with any assignment pursuant to Section 10.07(i) and all parties to the relevant assignments shall render customary "big boy" disclaimer letters or any such disclaimers shall be incorporated into the terms of the Assignment and Assumption.

(j) [Reserved].

(k) Notwithstanding anything to the contrary herein, (i) Affiliate Lenders shall not have any right to attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any other Lender to which representatives of the Borrower are not then present, (ii) Affiliate Lenders shall not have any right to receive any information or material prepared by the Administrative Agent or any other Lender or any communication by or among the Administrative Agent and one or more other Lenders, except to the extent such information or materials have been made available to the Borrower or its representatives, (iii) [reserved] and (iv) neither the Sponsor nor any of their respective Affiliates may be entitled to receive advice of counsel to the Agents or other Lenders and none of them shall challenge any assertion of attorney-client privilege by any Agent or other Lender. Notwithstanding the foregoing, the Administrative Agent shall not be responsible for or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Affiliate Lenders. .

(l) [Reserved].

(m) The applicable Lender, acting solely for this purpose as a non-fiduciary agent of the Borrower (solely for tax purposes), shall maintain a register on which it enters the name and address of (i) each SPC (other than any SPC that is treated as a disregarded entity of the Granting Lender for U.S. federal income tax purposes) that has exercised its option pursuant to Section 10.07(g) and (ii) each Participant, and the amount of each such SPC's and Participant's interest in such Lender's rights and/or obligations under this Agreement or any Loan Document complying with the requirements of Sections 163(f), 871(h) and 881(c)(2) of the Code and the Treasury Regulations (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that

such disclosure is necessary in connection with a Tax audit or other proceeding to establish that such commitment, loan, letter of credit or other obligation is in registered form under Treasury Regulations Section 5f.103-1(c) and proposed Treasury Regulations Section 1.163-5(b) (or any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and the Borrower and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of the applicable rights and/or obligations of such Lender under this Agreement, notwithstanding notice to the contrary. For the avoidance of doubt, the Administrative Agent shall have no obligation to maintain the Participant Register.

(n) In the event that a transfer by any of the Secured Parties of its rights and/or obligations under this Agreement (and/or any relevant Loan Document) occurred or was deemed to occur by way of novation, the Borrower and any other Loan Parties explicitly agree that all securities and guarantees created under any Loan Documents shall be preserved for the benefit of the new Lender and the other Secured Parties.

(o) Notwithstanding anything to the contrary herein, if any Term Loans are assigned or any participations are purchased or otherwise acquired, without the Borrower's consent (including, without limitation, in violation of Section 10.07(b) or (d)), to any Disqualified Institution, then: (i) the Borrower may, at its sole option, expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent (*provided* that the Administrative Agent shall provide appropriate cooperation to effect this Section 10.07(o)), (I) (x) terminate any commitment of such Disqualified Institution and repay any applicable outstanding Term Loans (at a price equal to the least of (A) par, (B) the amount that the applicable Disqualified Institution paid to acquire such Term Loans or participation and (C) the average trading price for such Term Loans over the immediately prior five trading days), without premium, penalty, prepayment fee, breakage or accrued interest, and/or (y) require such Disqualified Institution to assign its rights and obligations to one or more Eligible Assignees at the price indicated in the immediately preceding clause (x), without premium, penalty, prepayment fee, accrued interest or breakage (which assignment shall not be subject to the processing and recordation fee described in Section 10.07(b)(iv)) or (II) (x) force the termination of any participation with respect to any Participant which is a Disqualified Institution or terminate any commitment of a Lender which has sold a participation to a Participant which is a Disqualified Institution and repay any applicable outstanding Term Loans of such Lender (at a price equal to the least of (A) par, (B) the amount that the applicable Disqualified Institution paid to acquire such participation in such Term Loans and (C) the average trading price for such Term Loans over the immediately prior five trading days), without premium, penalty, prepayment fee, breakage or accrued interest, and/or (y) require such Participant which is a Disqualified Institution to assign its rights and obligations to one or more Eligible Assignees at the price indicated in the immediately preceding clause (x), without premium, penalty, prepayment fee, accrued interest or breakage (which assignment shall not be subject to the processing and recordation fee described in Section 10.07(b)(iv)), (ii) no such Disqualified Institution shall (x) receive any information or reporting provided by the Borrower, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders, (iii) for purposes of voting, any Term Loans, Term Commitments or participations held by such Disqualified Institution shall be deemed not to be outstanding and such Disqualified Institution shall have no voting or consent rights with respect to "Required Lender" or class votes or consents, in each case notwithstanding Section 10.01 or Section 10.26, (iv) for purposes of any matter requiring the vote or consent of each Lender affected by any amendment or waiver, such Disqualified Institution shall be deemed to have voted or consented to approve such amendment or waiver if a majority of the affected class so approves and (v) such Disqualified Institution shall not be entitled to any expense reimbursement or indemnification rights ordinarily afforded to Lenders or Participants hereunder or in any Loan Document and such Disqualified Institution shall be treated in all other respects as a Defaulting Lender.

Section 10.08 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information, except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, limited partners, managed accounts, investors, portfolio financing sources, lenders, directors, officers, employees, trustees, representatives and agents, including accountants, legal counsel and other advisors and service providers on a need-to-know basis (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 in accordance with customary practices); (b) to the extent requested by any regulatory authority having jurisdiction over such Agent, Lender or its respective Affiliates or in connection with any pledge or assignment permitted under Section 10.07(f); (c) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable Laws or regulations or by any subpoena or similar legal process, in each case based upon the reasonable advice of the disclosing Agent's or Lender's legal counsel (in which case the disclosing Agent or Lender, as applicable, agrees (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority or self-regulatory authorities exercising examination or regulatory authority), to the extent not prohibited by applicable Law, to promptly notify the Borrower in writing prior to such disclosure, (ii) cooperate with the Borrower to obtain a protective order or similar confidential treatment, and (iii) only disclose that portion of the Information as counsel for the Agent or such Lender advises the Agent or such Lender must disclose pursuant to such requirement); (d) to any other party to this Agreement; (e) 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; (f) subject to an agreement containing provisions substantially the same (or at least as restrictive) as those of this Section 10.08 (or as may otherwise be reasonably acceptable to the Borrower), to any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement; *provided* that no such disclosure shall be made by such Lender or such Agent or any of their respective Affiliates to any such Person that is a Disqualified Institution; (g) with the written consent of Holdings; (h) to the extent such Information becomes publicly available other than as a result of a breach of this Section 10.08; (i) to any state, federal or foreign authority or examiner (including the National Association of Insurance Commissioners or any other similar organization) regulating any Agent or Lender or any Affiliate of any Agent or Lender; (j) 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 Agent or Lender); (k) to any contractual counterparty (or prospective contractual counterparty) in any swap, hedge, or similar agreement or to any such contractual counterparty's (or prospective contractual counterparty's) professional advisor (other than a Disqualified Institution); (l) in connection with establishing a "due diligence" defense in connection with any legal, judicial, administrative proceeding or other process; or (m) to the extent such Information becomes available to such Person on a non-confidential basis from a source other than the Borrower or on the Borrower's behalf and not in violation of any confidentiality agreement or obligation owed to the Borrower. 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 Term Commitments, and the Term Borrowings; *provided* that such Person is advised and agrees to be bound by the provisions of this Section 10.08.

For purposes of this Section 10.08, "**Information**" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, other than any such information that is publicly available to any Agent or any Lender prior to disclosure by any Loan Party other than as a result of a breach of this Section 10.08 by such Lender or Agent. Any Person required to maintain the confidentiality of Information as provided in this Section 10.08 shall be considered to have complied with its obligation to do so if such Person has exercised the same

degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each Agent and each Lender acknowledges that (i) the Information may include material non-public information concerning Holdings or any of its Subsidiaries, (ii) it has developed compliance procedures regarding the use of material non-public information and (iii) it will handle such material non-public information in accordance with applicable Law, including United States federal and state securities Laws.

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 Secured Party is authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent, without prior notice to the Borrower or any other Loan Party, any such notice being waived by Holdings (on its own behalf and on behalf of each Loan Party) to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in any currency), other than deposits in fiduciary accounts as to which a Loan Party is acting as fiduciary for another Person who is not a Loan Party and other than payroll or trust fund accounts, at any time held by, and other Indebtedness (in any currency) at any time owing by, such Lender to or for the credit or the account of the respective Loan Parties against any and all Obligations owing to such Secured Party hereunder or under any other Loan Document (or Security Agreement), now or hereafter existing, irrespective of whether or not such Agent or such Lender shall have made demand under this Agreement or any other Loan Document (or other Security Agreement) and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such Indebtedness; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.17 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Secured Party agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application made by such Secured Party; *provided*, *however*, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent and each Secured Party under this Section 10.09 are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent and such Secured Party may have. Notwithstanding anything herein or in any other Loan Document to the contrary, in no event shall the assets of any Non-U.S. Subsidiary (other than any Canadian Subsidiary) or FSHCO (or other Excluded Property) constitute security for payment of the Obligations of the Borrower, it being understood that (a) (i) the Capital Stock of any Non-U.S. Subsidiary or FSHCO that is directly owned by the Borrower or a U.S. Subsidiary of the Borrower does not constitute such an asset, and may be pledged, but only to the extent not constituting Excluded Property and (ii) proceeds of Excluded Property shall constitute security for payment of the Obligations (unless such proceeds would constitute Excluded Property) and (b) the provisions hereof shall not limit, reduce or otherwise diminish in any respect the Borrower's obligations to make any mandatory prepayment pursuant to Section 2.05(b)(ii).

Section 10.10 Interest Rate Limitation. Notwithstanding anything to the contrary in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Term Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by an Agent or a Lender exceeds

the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 10.11 Counterparts. This Agreement and each other Loan Document may be executed in one or more counterparts (and by different parties hereto in different 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 10.12 Integration; Effectiveness. This Agreement and the other Loan Documents and the Fronting Fee Letter constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. 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 and the inclusion of supplemental rights or remedies in favor of the Fronting Lender in the Fronting Fee Letter 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. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto as of the date hereof.

Section 10.13 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by 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 Term Borrowing, and shall continue in full force and effect as long as any Term Loan or any other Obligation (other than contingent indemnification obligations) hereunder shall remain unpaid or unsatisfied.

Section 10.14 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.14, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 10.15 Governing Law; Jurisdiction; Etc.

(a) Governing Law. THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT (OTHER THAN WITH RESPECT TO ANY COLLATERAL DOCUMENTS TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE THEREIN) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) Submission to Jurisdiction. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM JURISDICTION, THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (OTHER THAN WITH RESPECT TO ANY COLLATERAL DOCUMENT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE THEREIN), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH BANKRUPTCY COURT OR NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR 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 OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) Waiver of Venue. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 10.15(b). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

Section 10.16 Service of Process. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.17 Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES 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 10.17 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 10.18 Binding Effect. When this Agreement shall have become effective in accordance with Section 10.12, it shall thereafter shall be binding upon and inure to the benefit of Holdings, the Borrower, each Agent and each Lender and their respective successors and permitted assigns, except that no Borrower shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders, except as permitted by Section 7.03.

Section 10.19 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), the Borrower and Holdings acknowledge and agree, and each of them acknowledges and agrees that it has informed its other Affiliates, that: (i) (A) no fiduciary, advisory or agency relationship between any of Holdings and its Subsidiaries and any Agent or Lender (or their respective Affiliates) is intended to be or has been created in respect of any of the transactions contemplated hereby and by the other Loan Documents, irrespective of whether any Agent or any Lender (or their respective Affiliates) has advised or is advising Holdings and its Subsidiaries on other matters, (B) the arranging and other services regarding this Agreement provided by the Agents are arm's-length commercial transactions between Holdings and its Subsidiaries, on the one hand, and the Agents on the other hand, (C) the Borrower and Holdings has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (D) the Borrower and Holdings is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each Agent and Lender is and has been acting solely as a principal and, except as may otherwise be 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 Holdings or the Borrower or any of their respective Affiliates, or any other Person and (B) none of the Agents or Lenders has any obligation to Holdings or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Agents and Lenders and/or their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Holdings, the Borrower and their respective Affiliates, and none of the Agents or the Lenders has any obligation to disclose any of such interests and transactions to Holdings, the Borrower or their respective Affiliates. To the fullest extent permitted by law, the Borrower and Holdings hereby waives and releases any claims that it may have against the Agents and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.20 Affiliate Activities. The Borrower and Holdings acknowledge that each Agent (and their respective Affiliates) are full service securities firms engaged, either directly or through affiliates, in various activities, including securities trading, investment banking and financial advisory, investment management, principal investment, hedging, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, any of them may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and/or financial instruments (including bank loans) for their own account and for the accounts of customers and may at any time hold long and short positions in such securities and/or instruments. Such investment and other activities may involve securities and instruments of Holdings and

its Affiliates, as well as of other entities and persons and their Affiliates which may (i) be involved in transactions arising from or relating to the transactions contemplated hereby and by the other Loan Documents, (ii) be customers or competitors of Holdings and its Affiliates or (iii) have other relationships with Holdings and its Affiliates. In addition, it may provide investment banking, underwriting and financial advisory services to such other entities and persons. It may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of Holdings and its Affiliates or such other entities. The transactions contemplated hereby and by the other Loan Documents may have a direct or indirect impact on the investments, securities or instruments referred to in this clause.

Section 10.21 Electronic Execution of Assignments and Certain Other Documents. (a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitutes the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 8.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "**Ancillary Document**") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; *provided* that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; *provided*, *further*, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form

of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

Section 10.22 USA PATRIOT Act. Each Lender that is subject to the PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001, as amended from time to time)) (the "**PATRIOT Act**"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the PATRIOT Act. Each Loan Party shall, promptly following a request by the Administrative Agent, the Collateral Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, the PCMLTF Act and Beneficial Ownership Regulation.

Section 10.23 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or 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 Borrower in the Agreement Currency, the Borrower agrees, 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 Administrative Agent agrees to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable Law).

Section 10.24 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 10.25 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts 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 10.25, the following terms have the following meanings:

"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 10.26 Orders Control. To the extent that any representation, warrant, covenant or other provision hereof or in any other Loan Document is inconsistent with any of the Orders, the Interim DIP Order or the Final DIP Order (as applicable) shall control.

[SIGNATURE PAGES OMITTED]

Exhibit 2

DIP ABL Credit Agreement

$100,000,000

SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION ABL CREDIT AND GUARANTEE AGREEMENT

among

POSEIDON INVESTMENT INTERMEDIATE, INC.,
as Holdings, a Debtor and a Debtor-In-Possession Under Chapter 11 of the Bankruptcy Code

PRETIUM PKG HOLDINGS, INC.,
as the Parent Borrower, a Debtor and a Debtor-In-Possession Under Chapter 11 of the Bankruptcy Code

The Several Borrowers Party Hereto, as Borrowers, Debtors and Debtors-In-Possession Under Chapter 11 of the Bankruptcy Code

The other Guarantors Party Hereto, as Debtors and Debtors-In-Possession Under Chapter 11 of the Bankruptcy Code

The Several Lenders from Time to Time Party Hereto, and

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

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Lead Arranger and Bookrunner

Dated as of January [__], 2026

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Annex A	Approved Budget

THIS SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION ABL CREDIT AND GUARANTEE AGREEMENT, dated as of January [__], 2026, among PRETIUM PKG HOLDINGS, INC., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Parent Borrower"), the other Persons party hereto as a "U.S. Borrower" or a "Canadian Borrower" from time to time and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (collectively, with the Parent Borrower, the "Borrower"), POSEIDON INVESTMENT INTERMEDIATE, INC., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code ("Holdings"), the other Guarantors from time to time party hereto, Wells Fargo Bank, National Association ("Wells Fargo"), as Administrative Agent, as Collateral Agent, and as Lead Arranger and Bookrunner, and each of the Lenders from time to time party hereto.

W I T N E S S E T H:

WHEREAS, on January [__], 2026 (the "Petition Date"), the Borrowers, Holdings, and the Guarantors (collectively, the "Debtors", and each individually, a "Debtor") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") commencing their respective cases that are pending under Chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases" and each individually, a "Chapter 11 Case") and have continued in the possession and operation of their assets and management of their business pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, prior to the Petition Date, the Lenders provided financing to the Borrowers pursuant to the certain Amended and Restated ABL Credit and Guarantee Agreement, dated as of October 1, 2021 (as amended by that certain First Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of May 11, 2023, as further amended by that certain Second Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of July 5, 2023, as further amended by that certain Third Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of September 22, 2023, as further amended by that certain Fourth Amendment to Amended and Restated ABL Credit and Guarantee Agreement, dated as of June 27, 2024, as further amended by that certain DIP to Amended and Restated ABL Credit and Guarantee Agreement, dated as of October 31, 2025, as further amended by that certain Sixth Amendment and Limited Consent to Amended and Restated ABL Credit and Guarantee Agreement, dated as of November 12, 2025, as further amended by that certain Seventh Amendment and Limited Consent to ABL Credit and Guarantee Agreement, dated as of November 19, 2025, as further amended by that certain Forbearance Agreement, Eighth Amendment, and Limited Consent to Amended and Restated ABL Credit and Guarantee Agreement, dated as of December 30, 2026, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time through the Petition Date, the "Pre-Petition ABL Credit Agreement"), by and among the Borrowers, Wells Fargo Bank, National Association, as collateral and administrative agent (in such capacities, the "Pre-Petition ABL Agent"), and the revolving lenders party thereto (the "Pre-Petition ABL Lenders");

WHEREAS, as of the close of business on [_____], 2026, the Pre-Petition ABL Lenders under the Pre-Petition ABL Credit Agreement were owed approximately: (i) $[_____] in outstanding aggregate principal balance of the Revolving Loans (as defined in the Pre-Petition ABL Credit Agreement), and (ii) $[_____] in maximum aggregate amounts available to be drawn under outstanding Letters of Credit (as defined in the Pre-Petition ABL Credit Agreement), plus interest, fees, costs and expenses and all other Pre-Petition ABL Obligations (as defined below) under the Pre-Petition ABL Credit Agreement;

WHEREAS, the Obligations under and as defined in the Pre-Petition ABL Credit Agreement are secured by a security interest in substantially all of the existing and after-acquired assets of the Borrowers and Guarantors as more fully set forth in the Pre-Petition ABL Loan Documents (as defined below), and such security interest is duly perfected, and, with certain exceptions, as described in the Pre-Petition ABL

Loan Documents and subject to the Pre-Petition ABL/Term Loan Intercreditor Agreement (as defined below), has priority over all other security interests;

WHEREAS, the Borrowers have requested, and, upon the terms set forth in this Agreement, the Lenders have agreed to make available to the Borrowers, a senior secured super-priority asset-based credit facility (the "Credit Facility") equal to the lesser of (i) $100,000,000 and (ii) the amount provided therefor in the Interim Order or the Final Order (each as defined below), whichever is then in effect, available from time to time until the Maturity Date (as defined below);

WHEREAS, the Loan Parties have agreed to secure all of their Obligations under the Loan Documents by granting to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, a security interest in and lien upon all of their existing and after-acquired personal property, subject to certain exceptions set forth in the Loan Documents;

WHEREAS, the priority of the Credit Facility with respect to the Collateral granted to secure the Obligations shall be as set forth in the Loan Documents and the Interim Order or the Final Order, as applicable, in each case upon entry thereof by the Bankruptcy Court;

WHEREAS, all of the claims and the Liens granted under the Orders and the Loan Documents to the Secured Parties in respect of the Credit Facility shall be subject to the Carve Out;

WHEREAS, each Loan Party's business is a mutual and collective enterprise and the Loan Parties believe that the loans and other financial accommodations to the Borrowers under this Agreement will enhance the aggregate borrowing power of the Borrowers and facilitate the administration of the Chapter 11 Cases and their loan relationship with the Administrative Agent and the Lenders, all to the mutual advantage of the Loan Parties;

WHEREAS, each Loan Party acknowledges that it will receive substantial direct and indirect benefits by reason of the making of loans and other financial accommodations to the Borrowers as provided in the Agreement;

WHEREAS, the Administrative Agent's and the Lenders' willingness to extend financial accommodations to the Borrowers, and to administer the Loan Parties' collateral security therefor, on a combined basis as more fully set forth in this Agreement and the other Loan Documents, is done solely as an accommodation to the Loan Parties and at the Loan Parties' request and in furtherance of the Loan Parties' mutual and collective enterprise; and

WHEREAS, all capitalized terms used in this Agreement, including in these Recitals, shall have the meanings ascribed to them in Section 1.01, and, for purposes of this Agreement and the other Loan Documents, the rules of construction set forth in Article I shall govern. All Schedules, Exhibits, Annexes, and other attachments hereto, or expressly identified in this Agreement, are incorporated by reference, and taken together with this Agreement, shall constitute a single agreement. These Recitals shall be construed as part of this Agreement.

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

ARTICLE I
DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement (including the recitals hereof), the terms listed in this Section 1.01 shall have the respective meanings set forth in this Section 1.01.

"ABL Priority Collateral" has the meaning given to such term in the Pre-Petition ABL/Term Loan Intercreditor Agreement.

"Acceptable Plan of Reorganization" means a plan of reorganization that is consistent with the Restructuring Support Agreement and containing the following provisions, each of which shall be in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders, (a) containing a provision for termination of the Commitments and repayment in full in cash of all of the Obligations and the Pre-Petition ABL Obligations (or through a consensual refinancing under an exit facility on (x) economic terms and conditions acceptable, in their sole discretion, and (y) otherwise terms and conditions reasonably acceptable, in each case, to the Administrative Agent and the Required Lenders) and the cash collateralization of any issued or outstanding letters of credit or bank product obligations, in each case on or before the effective date of such plan, (b) containing a release in favor of the Agents, the Lenders, the Pre-Petition ABL Agent, the Pre-Petition ABL Lenders and their respective affiliates (including mutual releases with respect to the Loan Parties and their respective affiliates), and (c) full compliance with all Required Milestones relating to such Plan of Reorganization. For the avoidance of doubt, the Plan of Reorganization (and, for the avoidance of doubt, the mutual release provisions included thereto) attached hereto as Exhibit D is a form of plan of reorganization satisfactory to the Administrative Agent and the Required Lenders.

"Account" means an account (as that term is defined in the UCC or to the extent applicable, the PPSA).

"Account Debtor" means any Person who is obligated on an Account, chattel paper, or a general intangible.

"Account Party" has the meaning set forth in Section 3.10(h).

"Adequate Protection 507(b) Claims" has the meaning assigned to the term "Adequate Protection 507(b) Claims" in the Interim Order (or the Final Order, when applicable).

"Adequate Protection Liens" has the meaning assigned to the term "Adequate Protection Liens" in the Interim Order (or the Final Order, when applicable).

"Adequate Protection Obligations" has the meaning specified in the Interim Order or the Final Order, as applicable.

"Adjusted Net Worth" has the meaning set forth in Section 9.09.

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

"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 shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"Administrative Agent" means Wells Fargo, acting through such of its Affiliates or branches as it may designate, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent appointed pursuant to Section 11.09.

"Administrative Agent's Advisors" means each of Morgan, Lewis & Bockius, LLP, Berkeley Research Group LLC, Goodmans LLP, and, to the extent reasonably agreed by the Debtors (such consent not to be unreasonably withheld, delayed or conditioned), and any other financial advisor, auditor, attorney, accountant, appraiser, auditor, or business valuation expert, and other consultants, professionals and experts retained by the Administrative Agent in connection with the Chapter 11 Cases.

"Administrative Questionnaire" shall have the meaning set forth in Section 12.04(a).

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

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided*, *however*, that, for purposes of the definition of Eligible Accounts: (a) any Person which owns directly or indirectly 10% or more of the Capital Stock having ordinary voting power for the election of directors or other members of the governing body of a Person or 10% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

"Affiliated Investment Fund" means an Affiliated Lender that is (x) engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course and with respect to which the Sponsor and investment vehicles managed or advised by the Sponsor that are not engaged primarily in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course do not make investment decisions for such entity or (y) a bona fide debt fund that is primarily engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course of its business and whose managers have fiduciary duties to the investors in such fund or investment vehicle independent of or in addition to their duties to the Sponsor.

"Affiliated Lender" means, at any time, any Lender that is the Sponsor or an Affiliate thereof (including Affiliated Investment Funds) other than any Natural Person, Holdings, the Borrower or any of their respective Subsidiaries.

"Affiliate Transaction" has the meaning set forth in Section 7.18(a).

"Agent's Account" means the Deposit Account of the Administrative Agent identified on Schedule A-1 to this Agreement (or such other Deposit Account of the Administrative Agent that has been designated

as such, in writing, by the Administrative Agent to the Parent Borrower and the Lenders).

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

"Aggregate Deficit Amount" has the meaning set forth in Section 9.09.

"Aggregate Excess Amount" has the meaning set forth in Section 9.09.

"Agreement" means this Senior Secured, Super-Priority Debtor-In-Possession ABL Credit and Guarantee Agreement, as amended, restated, amended and restated, supplemented, modified, substituted, replaced or refinanced, in whole or in part, from time to time in accordance with the terms hereof (whether with the original administrative agent and lenders or other agents and lenders or otherwise).

"Agreement Currency" has the meaning specified in Section 12.27.

"Anti-Corruption Laws" means the FCPA, as amended, the U.K. Bribery Act of 2010, as amended, and all other applicable laws and regulations or ordinances concerning or relating to bribery or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates (excluding any limited partner of the Sponsor and any unrelated portfolio company of the Sponsor) 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 (excluding any limited partner of the Sponsor and any unrelated portfolio company of the Sponsor) 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.

"Applicable Margin" means, as of any date of determination and (a) with respect to Base Rate Loans, 2.50% per annum (the "Base Rate Margin") and (b) with respect to SOFR Loans, 3.50% per annum (the "SOFR Margin").

"Applicable Unused Line Fee Percentage" means, as of any date of determination, the applicable percentage set forth in the following table that corresponds to the Average Revolver Usage of Borrower for the most recently completed calendar quarter as determined by Administrative Agent in its Permitted Discretion:

Level	Average Revolver Usage	Applicable Unused Line Fee Percentage
I	> 40% of the Maximum Revolver Amount	0.25%
II	≤ 40% of the Maximum Revolver Amount but ≥ 15% of the Maximum Revolver Amount	0.375%
III	< 15% of the Maximum Revolver Amount	0.50%

The Applicable Unused Line Fee Percentage shall be re-determined on the first date of each

calendar quarter by Administrative Agent.

"Approved Bankruptcy Court Order" means (a) each of the Orders, as such order is amended and in effect from time to time in accordance with this Agreement, (b) the Disclosure Statement Order, (c) the Confirmation Order, (d) the First Day Orders, and (e) any order entered by the Bankruptcy Court regarding, relating to or impacting (i) any rights or remedies of any Secured Party, (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, (vi) adequate protection granted with respect to, or otherwise relating to, any Prepetition Indebtedness, (vii) any Chapter 11 Plan or order approving a sale of all, substantially all or a material portion of the assets of any Loan Party pursuant to section 363 of the Bankruptcy Code, (viii) the assumption or rejection of contracts, and (ix) ordinary course unsecured claims, in the case of each of the foregoing clauses (i) through (iv), that (A) is in form and substance satisfactory to the Administrative Agent (solely with respect to its own rights, obligations, liabilities, duties and treatment) and the Required Lenders, (B) has not been vacated, reversed, or stayed, and (C) has not been amended or modified except as reasonably satisfactory to the Required Lenders, and (f) with respect to any other order (including with respect to the foregoing clauses (vi) through (ix)), an order entered by the Bankruptcy Court that (i) is in form and substance reasonably satisfactory to the Administrative Agent (solely with respect to its own rights, obligations, liabilities, duties and treatment) and the Required Lenders, (ii) has not been vacated, reversed, or stayed and not cured within ten (10) Business Days, and (iii) has not been amended or modified except as reasonably satisfactory to the Required Lenders.

"Approved Budget" means, initially, the Initial Budget, and thereafter, the most recent Updated Budget accepted by the Required Lenders in accordance with Section 7.01(e).

"Approved Disclosure Statement" means a comprehensive disclosure statement with respect to an Acceptable Plan of Reorganization, in form and substance reasonably acceptable to the Required Lenders.

"Asset Sale" means:

(a) the sale, conveyance, transfer or other disposition (whether in a single transaction or a series of related transactions) of property or assets of any Borrower Party, or

(b) the issuance or sale of Equity Interests (other than Disqualified Stock of Borrower Parties issued in compliance with Section 8.01 and directors' qualifying shares or shares or interests required to be held by foreign nationals or other third parties to the extent required by applicable law) of any Subsidiary of the Borrower (other than to the Borrower or another Subsidiary of the Borrower) (whether in a single transaction or a series of related transactions) (each of the foregoing referred to in this definition as a "Disposition"; the term "Dispose" as a verb has a corresponding meaning).

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale (the "Asset Sale Carve Outs"):

(a) (i) (x) a sale, exchange or other disposition of cash, Cash Equivalents or Investment Grade Securities or (y) a sale, exchange or other disposition of obsolete, damaged, unnecessary, unsuitable or worn out equipment or other assets in the case of this clause (y), in the ordinary course of business or (ii) dispositions of property (including allowing any registrations or any applications for registration of any intellectual property or other intellectual property rights that are not material to the business of any Borrower Party to lapse or become abandoned, or otherwise disposing of any intellectual property rights) no longer used, useful or economically practicable to maintain in the conduct of the business of the

Borrower Parties, in the ordinary course of business;

(b) [reserved];

(c) [reserved];

(d) [reserved];

(e) any transfer or Disposition of property or assets or issuance or sale of Equity Interests by a Loan Party to another Loan Party;

(f) the creation of any Lien permitted under this Agreement;

(g) [reserved];

(h) the sale, lease, assignment, license or sublease of inventory, equipment, accounts receivable, notes receivable or other current assets held for sale in the ordinary course of business or the conversion of accounts receivable and related assets to notes receivable or dispositions of accounts receivable and related assets in connection with the collection or compromise thereof;

(i) the lease, assignment, license, sublicense or sublease of any real or personal property in the ordinary course of business;

(j) [reserved];

(k) [reserved];

(l) [reserved];

(m) [reserved];

(n) [reserved];

(o) the surrender or waiver of obligations of trade creditors or customers or other contract rights that were incurred in the ordinary course of business of any Borrower Party, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or compromise, settlement, release or surrender of a contract, tort or other litigation claim, arbitration or other disputes;

(p) Dispositions arising from foreclosures, condemnations, eminent domain, seizure, nationalization or any similar action with respect to assets, dispositions of property subject to casualty events;

(q) [reserved];

(r) [reserved];

(s) the issuance of directors' qualifying shares and shares issued to foreign nationals to the extent required by applicable law;

(t) [reserved]; and

(u) a sale or transfer of equipment receivables, or participations therein, and related assets.

For the avoidance of doubt, the unwinding of Swap Agreements shall not be deemed to constitute an Asset Sale.

"Asset Sale Carve Outs" has the meaning set forth in the definition of Asset Sale.

"Assignee" has the meaning set forth in Section 12.04(a)(i).

"Assignment and Assumption" means an assignment and assumption agreement, substantially in the form of Exhibit A, or otherwise in form and substance reasonably acceptable to the Administrative Agent.

"ASU" has the meaning specified in Section 1.03(a).

"Authorized Officer" means the chief executive officer, representative, director, manager, president, vice president, executive vice president, chief financial officer, treasurer or assistant treasurer, secretary or assistant secretary, an authorized signatory, an attorney-in-fact (to the extent empowered by the board of directors/managers of Holdings or the Borrower), or other similar officer of a Loan Party. Any document delivered hereunder that is signed by an Authorized 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 Authorized Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Automatic Stay" means the automatic stay provided under Section 363 of the Bankruptcy Code.

"Availability" means, as of any date of determination, the amount that Borrower is entitled to borrow as Revolving Loans under Section 3.01 (after giving effect to the then outstanding Revolver Usage).

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, 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 3.11(d)(iii)(D).

"Average Revolver Usage" means, with respect to any period, the sum of the aggregate amount of Revolver Usage for each day in such period (calculated as of the end of each respective day) divided by the number of days in such period.

"Avoidance Action" has the meaning specified in the Interim Order or the Final Order, as applicable.

"Avoidance Proceeds" has the meaning specified in the Interim Order or the Final Order, as applicable.

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

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

"Bank Product" means any one or more of the following financial products or accommodations extended to Holdings, Borrower or their Subsidiaries by a Bank Product Provider or in the case of clause (g), those financial products provided solely by Wells Fargo: (a) credit cards (including commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards")), (b) payment card processing services, (c) debit cards, (d) stored value cards, (e) Cash Management Services, (f) transactions under Hedge Agreements, or (g) supply chain finance services including trade payable services and supplier accounts receivable purchases.

"Bank Product Agreements" means those agreements entered into from time to time by Holdings, Borrower or their Subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

"Bank Product Collateralization" means providing cash collateral (pursuant to documentation reasonably satisfactory to Collateral Agent) to be held by Collateral Agent for the benefit of the Bank Product Providers (other than the Hedge Providers) in an amount determined by Collateral Agent as sufficient to satisfy the reasonably estimated credit exposure, operational risk or processing risk with respect to the then existing Bank Product Obligations (other than Hedge Obligations).

"Bank Product Obligations" means (a) all obligations, liabilities, reimbursement obligations, fees, or expenses owing by Holdings, Borrower and their Subsidiaries to any Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (b) all Hedge Obligations, and (c) all amounts that Administrative Agent or any Lender is obligated to pay to a Bank Product Provider as a result of Administrative Agent or such Lender purchasing participations from, or executing guarantees or indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to Holdings, Borrower or one of their Subsidiaries.

"Bank Product Provider" means (a) Wells Fargo or any of its Affiliates, (b) any Person that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) any Person that is an Agent, a Lender or an Affiliate of an Agent or Lender at the time the applicable Bank Product Obligations are incurred, including each of the foregoing in its capacity, if applicable, as a Hedge Provider.

"Bank Product Reserves" means, as of any date of determination, those reserves that the Administrative Agent deems necessary or appropriate to establish in its Permitted Discretion (based upon the Bank Product Providers' determination of the liabilities and obligations of Borrower and its Subsidiaries in respect of Bank Product Obligations) in respect of Bank Products then provided or outstanding.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy", as now or hereafter in effect, or any successor thereto.

"Bankruptcy Court" has the meaning specified in the Recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as the same may from time to time be in effect and applicable to the Chapter 11 Cases.

"Base Rate" means, (i) with respect to Base Rate Loans in Dollars, for any day, the greatest of (a) the Floor, (b) the Federal Funds Rate in effect on such day *plus* ½%, (c) Term SOFR for a one month tenor in effect on such day, *plus* 1%, provided that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable, unascertainable or illegal and (d) 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 and (ii) with respect to Base Rate Loans denominated in Canadian Dollars, a rate per annum equal to the greatest of (a) the Floor, (b) Adjusted Term CORRA for a one-month tenor as in effect on such day, *plus* 1% (provided that clause (b) shall not be applicable during any period in which Adjusted Term CORRA is unavailable, unascertainable or illegal) and (c) the "prime rate" for Canadian Dollar commercial loans made in Canada as reported by 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)). Any change in the Base Rate calculated pursuant to either the foregoing clause (i) or (ii) due to a change in the applicable foregoing rate shall be effective as of the opening of business on the effective day of such change.

"Base Rate Loan" means each portion of the Revolving Loans that bears interest at a rate determined by reference to the Base Rate.

"Base Rate Margin" has the meaning set forth in the definition of Applicable Margin.

"Base Rate Term SOFR Determination Day" has the meaning specified therefor in the definition of "Term SOFR".

"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; and (b) Canadian Dollars, the Term CORRA Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate, the Term CORRA Reference Rate or the then-current Benchmark, as applicable, then "Benchmark" means, with respect to such Obligations, interest, fees, commissions or other amounts, as applicable, the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.11(d)(iii)(A).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by Administrative Agent and the Parent Borrower 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 the then-current Benchmark for syndicated credit facilities denominated in Dollars or Canadian Dollars, as applicable, 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 shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Parent 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 Dollars or Canadian Dollars, as applicable, at such time.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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

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

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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, 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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, if such Benchmark is a term rate, 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, 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 3.11(d) 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 3.11(d)(iii).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation, in form and substance substantially the same as the form provided to the Sponsor prior to the Closing Date (or in a form otherwise reasonably acceptable to Administrative Agent).

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

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

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

"Board of Directors" means as to any Person, the board of directors, board of managers, sole member or managing member or other governing body of such Person, or if such Person is owned or managed by a single entity or has a general partner, the board of directors, board of managers, sole member or managing member or other governing body of such entity or general partner, or in each case, any duly authorized committee thereof, and the term "directors" means members of the Board of Directors.

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Bookrunner" means the Bookrunner listed on the cover page hereof.

"Borrower" has the meaning set forth in the preamble hereto.

"Borrower Materials" has the meaning set forth in Section 12.16(c).

"Borrower Parties" means the collective reference to the Parent Borrower and its Subsidiaries, and "Borrower Party" means any one of them.

"Borrowing" means a borrowing consisting of Revolving Loans made on the same day by the Lenders (or Administrative Agent on behalf thereof), or by Swing Lender in the case of a Swing Loan, or by Administrative Agent in the case of an Extraordinary Advance.

"Borrowing Base" means, as of any date of determination, the result of (without duplication):

(a) 90% of the US Dollar Equivalent face amount of the Eligible Credit Card Receivables; plus

(b) 85% of the US Dollar Equivalent amount of Eligible Accounts (other than Eligible Credit Card Receivables) (or 90% in the case of Eligible Investment Grade Accounts (other than Eligible Credit Card Receivables)), less the amount, if any, of the Dilution Reserve; provided, that the amount of Extended Term Accounts included as Eligible Accounts in the calculation of this clause (b) shall not exceed, after giving effect to the 85% advance rate, $8,500,000 in the aggregate; *plus*

(c) *the lower of*

(i) 75% of the US Dollar Equivalent book value of Eligible Inventory (inclusive of Eligible Domestic In-Transit Inventory and Eligible Foreign In-Transit Inventory), and

(ii) 90% *times* the most recently determined Net Liquidation Percentage with respect to Eligible Inventory (inclusive of Eligible Domestic In-Transit Inventory and Eligible Foreign In-Transit Inventory), *times* the US Dollar Equivalent value (calculated at the lower of cost or market on a basis consistent with the Borrower's historical accounting practices) of the Borrower's Eligible Inventory (inclusive of Eligible Domestic In-Transit Inventory and Eligible Foreign In-Transit Inventory); *plus*

(d) solely during the DIP Last-Out Tranche Period, *the lower of*:

(i) $7,500,000, and

(ii) the sum of

(A) (1) 10% of (2) (x) the US Dollar Equivalent amount of Eligible Accounts (other than Eligible Credit Card Receivables), less (y) the amount, if any, of the Dilution Reserve, and

(B) *the lower of*:

(1) 5% of the US Dollar Equivalent book value of Eligible Inventory (inclusive of Eligible Domestic In-Transit Inventory and Eligible Foreign In-Transit Inventory), and

(2) 5% *times* the most recently determined Net Liquidation Percentage with respect to Eligible Inventory (inclusive of Eligible Domestic In-Transit Inventory and Eligible Foreign In-Transit Inventory), *times* the US Dollar Equivalent value (calculated at the lower of cost or market on a basis consistent with the Borrower's historical accounting practices) of the Borrower's Eligible Inventory (inclusive of Eligible Domestic In-Transit Inventory and Eligible Foreign In-Transit Inventory); *plus*

(e) [reserved];

(f) the Rent Reserve and Bank Product Reserve; *minus*

(g) the aggregate amount of other Reserves, if any, established by the Administrative Agent under Section 3.01(c) of this Agreement;

provided that the aggregate amount of the Revolver Usage at any time outstanding based upon (i) Eligible Domestic In-Transit Inventory shall not exceed $7,500,000 and (ii) Eligible Foreign In-Transit Inventory shall not exceed $7,500,000.

"Borrowing Base Certificate" means a certificate duly executed by an Authorized Officer in the form of Exhibit B-2 or such other form as may be agreed between the Parent Borrower and the Collateral Agent, in each case with such changes therein as may be required by the Collateral Agent to reflect the components of, and Reserves against, the Borrowing Base as provided for hereunder from time to time.

"Budget" means any thirteen (13) week consolidated weekly rolling operating budget of the Debtors and their respective Subsidiaries setting forth, among other things, projected receipts, disbursements, liquidity and net cash flow for the period described therein prepared by the Borrower's management, in form and level of detail substantially consistent with the Initial Budget.

"Budget Variance Report" means, for any Budget Variance Test Period, a bi-weekly variance report prepared by a Responsible Officer of the Borrower and/or FTI Consulting, as restructuring advisor to the Borrower, comparing for such Budget Variance Test Period the actual results against anticipated results under the Approved Budget, on an aggregate basis and in the same level of detail set forth in the applicable Approved Budget, together with a written explanation for all variances of greater than the applicable permitted variance for any given testing period.

"Budget Variance Test Date" means each Friday that occurs every other week (commencing with the Friday of the fourth full calendar week occurring after the Petition Date) or, to the extent such Friday is not a Business Day, the next Business Day thereafter.

"Budget Variance Test Period" means, with respect to (i) the initial Budget Variance Test Date, the three-week period and (ii) any other Budget Variance Test Date, the rolling cumulative four-week period, in each case, ending on the last Business Day of the week immediately preceding the applicable Budget Variance Test Date; *provided* that the initial Budget Variance Test Period shall include the period beginning on the Closing Date through the end of the last Business Day of the third full calendar week occurring after the Petition Date.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed and, when used for the account of a Canadian Loan Party, the term "Business Day" shall also exclude any day on which banks are authorized or required to be closed in Montreal, Quebec, Toronto, Ontario, Canada or New York, New York.

"Canada" means, collectively, Canada and each province and territory thereof.

"Canadian Anti-Money Laundering & Anti-Terrorism Legislation" means the Criminal Code (Canada), The Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the (Canada) and all other applicable Anti-Money Laundering Laws and Laws related to countering terrorism financing in effect in Canada, together with all rules, regulations and interpretations thereunder or related thereto including, without limitation, the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism and the United Nations Al-Qaida and Taliban Regulations promulgated under the United Nations Act and applicable "know your client" laws within Canada (including any guidelines or orders thereunder).

"Canadian Borrower" means, collectively, PRETIUM CANADA PACKAGING ULC, an unlimited liability company organized under the laws of British Columbia, and any other Canadian Subsidiary of the Parent Borrower from time to time party hereto as a "Canadian Borrower". As of the Closing Date, PRETIUM CANADA PACKAGING ULC, an unlimited liability company organized under the laws of British Columbia, is the only Canadian Borrower.

"Canadian Defined Benefit Plan" means a "registered pension plan" which contains a "defined benefit provision", as those terms are defined in the Income Tax Act (Canada).

"Canadian Hypothec" means, collectively, each deed of hypothec executed by one or more Canadian Loan Parties or other Loan Parties that own Collateral located in the Province of Quebec in favor of the Collateral Agent as hypothecary representative, delivered pursuant to Section 7.12, 7.14 or 7.17 (if applicable).

"Canadian Letter of Credit" means a letter of credit (as that term is defined in the UCC) issued by an Issuing Lender or Canadian Underlying Issuer for the account of any Canadian Borrower pursuant to the terms of this Agreement.

"Canadian Letter of Credit Sublimit" means the US Dollar Equivalent of $5,000,000.

"Canadian Loan Party" means any Loan Party that is incorporated under the laws of Canada or a province or territory thereof. As of the Closing Date, PRETIUM CANADA PACKAGING ULC, an unlimited liability company organized under the laws of British Columbia is the only Canadian Loan Party.

"Canadian Maximum Revolver Amount" means the US Dollar Equivalent of $20,000,000.

"Canadian MEPP" means a Canadian Pension Plan that is a multi-employer plan or multiemployer pension plan pursuant to (i) relevant pension legislation in Canada or any province or territory thereof that governs such pension plan, (ii) the Income Tax Act (Canada), or (iii) a collective bargaining agreement, trust agreement, participation agreement or other arrangement under which more than one employer makes contributions.

"Canadian Pension Plan" means a "registered pension plan", as that term is defined in the Income Tax Act (Canada) and any pension plan or plan required to be registered under any Canadian federal, provincial or territorial law applicable to pension benefits, in each case, which is sponsored, administered, contributed to or required to be contributed to by any Loan Party or in respect of which any Loan Party has any liability, contingent or otherwise.

"Canadian Pension Termination Event" means the (a) failure to make required contributions when due to any Canadian Pension Plan or Canadian MEPP in accordance with its terms and applicable laws; (b)

withdrawing by any Canadian Loan Party from a Canadian MEPP; (c) the revocation of the registration under the Income Tax Act (Canada) of any Canadian Pension Plan; (d) the voluntary full or partial wind up of a Canadian Defined Benefit Plan by any Loan Party or any Subsidiary thereof or initiation of any action or filing to do so; (e) the institution of proceedings by any Governmental Authority to terminate in whole or in part or have a trustee appointed to administer any Canadian Pension Plan; or (f) any other event or condition which might constitute grounds for the termination of, winding up or partial termination of, or the appointment of a trustee to administer, any Canadian Pension Plan.

"Canadian Reimbursement Undertaking" has the meaning set forth in Section 3.09 of this Agreement.

"Canadian Revolving Credit Commitment" means, as to each Canadian Revolving Credit Lender, its obligation to (a) make Canadian Revolving Credit Loans to the Canadian Borrower pursuant to Section 3.01, (b) purchase participations in Canadian Letters of Credit and (c) purchase participations in Canadian Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Canadian Revolving Credit Lender's name on Schedule C-1 to this Agreement under the caption "Canadian Revolving Credit Commitment" or in the Assignment and Assumption pursuant to which such Canadian Revolving Credit Lender takes an assignment of a Canadian Revolving Credit Commitment pursuant hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement and includes an Increase effected pursuant to Section 3.13, as the context may require. The initial aggregate amount of the Canadian Revolving Credit Commitments is $20,000,000.

"Canadian Revolving Credit Exposure" means, at any time, as to each Canadian Revolving Credit Lender, or all Canadian Revolving Credit Lenders, as applicable, the US Dollar Equivalent of the sum of (a) the outstanding principal amount of such Canadian Revolving Credit Loans (inclusive of Swing Loans and Protective Advances) at such time, plus (b) Letter of Credit Exposure to Canadian Borrowers.

"Canadian Revolving Credit Lender" means, at any time, any Lender that has a Canadian Revolving Credit Commitment and/or Canadian Revolving Credit Exposure at such time.

"Canadian Revolving Credit Loan" means (i) any revolving credit loan made by the Canadian Revolving Credit Lenders pursuant to the Canadian Revolving Credit Commitments of the Canadian Revolving Credit Lenders on the Closing Date pursuant to Section 3.01 and (ii) includes any revolving credit loan made by the Canadian Revolving Credit Lenders pursuant to any Increase pursuant to Section 3.13, as the context may require.

"Canadian Security Agreement" means that certain Senior Secured Super-Priority Debtor-In-Possession Canadian Security Agreement, dated as of the date hereof, by and among the applicable Loan Parties and the Collateral Agent, as modified, supplemented, amended, restated (including any amendment and restatement thereof), extended or renewed from time to time in accordance with the terms thereof and hereof, together with each other security agreement and security agreement supplement executed and delivered pursuant to Section 7.12, 7.14 or 7.17.

"Canadian Subsidiary" means any Subsidiary of Holdings that is incorporated under the laws of Canada or a province or territory thereof.

"Canadian Swing Line Lender" means Wells Fargo Canada or any other Canadian Lender that, at the request of Borrower and with the consent of Administrative Agent agrees, in such Lender's sole discretion, to become a Canadian Swing Line Lender.

"Canadian Swing Line Loans" means a Swing Loan made by the Canadian Swing Line Lender to

Canadian Borrower pursuant to Section 3.02(b).

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

"Canadian Underlying Letter of Credit" means a Canadian Letter of Credit that has been issued by a Canadian Underlying Issuer.

"Capital Stock" means:

(a) in the case of a corporation or company, corporate stock or share capital;

(b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person (it being understood and agreed, for the avoidance of doubt, that "cash-settled phantom appreciation programs" in connection with employee benefits that do not require a dividend or distribution shall not constitute Capital Stock).

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

"Carve Out" has the meaning given to such term in the Interim Order (or Final Order, when applicable).

"Carve Out BB Reserve" has the meaning given to such term in the Interim Order (or Final Order, when applicable).

"Cash Collateral" has the meaning given to such term in the Interim Order (or Final Order, when applicable).

"Cash Equivalents" means:

(1) Dollars, Canadian dollars, Sterling, Yuan, the national currency of any Participating Member State of the European Union (as it is constituted on the Closing Date) and, with respect to any Non-U.S. Subsidiary, other currencies held by such Non-U.S. Subsidiary in the ordinary course of business;

(2) securities issued or directly guaranteed or insured by the government of the United States, Canada, the United Kingdom or any Participating Member State of the European Union (as it is constituted on the Closing Date) or any agency or instrumentality thereof in each case with maturities not exceeding two years from the date of acquisition;

(3) money market deposits, certificates of deposit, time deposits and eurodollar time deposits with maturities of two years or less from the date of acquisition, bankers' acceptances, in each case with maturities not exceeding two years, and overnight bank deposits, in each case with any commercial bank having capital and surplus in excess of $250,000,000 in the case of domestic banks or $100,000,000 (or the

equivalent Dollar Amount) in the case of foreign banks;

(4) repurchase obligations for underlying securities of the types described in clauses (2) and (3) above and clause (6) below entered into with any financial institution or securities dealers of recognized national standing meeting the qualifications specified in clause (3) above;

(5) commercial paper or variable or fixed rate notes issued by a corporation or other Person (other than an Affiliate of the Borrower) rated at least "A-2", "P-2" or "F2" or the equivalent thereof by Moody's, S&P or Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency) and in each case maturing within two years after the date of acquisition;

(6) readily marketable direct obligations issued by any state, commonwealth or territory of the United States of America or any political subdivision or taxing authority thereof having an Investment Grade Rating from Moody's, S&P or Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition;

(7) Indebtedness issued by Persons (other than the Sponsor) with a rating of "A" or higher from S&P, "A-2" or higher from Moody's or "A" or higher from Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition, and marketable short-term money market and similar securities having a rating of at least "A-2", "P-2" or "F-2" from S&P, Moody's or Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency);

(8) investment funds investing at least 95.0% of their assets in investments of the types described in clauses (1) through (7) above and (9) and (10) below;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA (or the equivalent thereof) or better by S&P, Aaa3 (or the equivalent thereof) or better by Moody's or AAA (or the equivalent thereof) or better by Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency); and

(10) in the case of investments by any Non-U.S. Subsidiary or investments made in a country outside the United States of America, other investments of comparable tenor and credit quality to those described in the foregoing clauses (1) through (9) customarily utilized in the countries where such Non-U.S. Subsidiary is located or in which such investment is made.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1) above; provided that such amounts are converted into any currency listed in clause (1) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"Cash Management Agreement" means any agreement for the provision of Cash Management Services.

"Cash Management Obligations" means any and all obligations, including guarantees thereof, of any Loan Party or its Subsidiaries to a bank or other financial institution providing Cash Management Services.

"Cash Management Order" means an order of the Bankruptcy Court entered in the Chapter 11 Cases after the "first day" hearing, together with all extensions, modifications and amendments thereto, in

form and substance satisfactory to the Administrative Agent which, among other matters, authorizes the Debtors to maintain their existing cash management and treasury arrangements (as set forth in the Pre-Petition ABL Credit Agreement) or such other arrangements as shall be reasonably acceptable to the Administrative Agent.

"Cash Management Services" means any of the following to the extent not constituting a line of credit (other than an overnight draft facility that is not in default); automated clearing house transactions, treasury and/or cash management services, including, without limitation, treasury, depository, overdraft, credit, purchasing or debit card, non-card e-payable services, electronic funds transfer, treasury management services (including controlled disbursement services, overdraft automatic clearing house fund transfer services, return items and interstate depository network services), other demand deposit or operating account relationships, supply chain financial services, foreign exchange facilities, and merchant services.

"Casualty Event" means any event that gives rise to the receipt by any Borrower Party of any casualty insurance proceeds or condemnation awards or that gives rise to a taking by a Governmental Authority in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace, restore or repair, or compensate for the loss of, such equipment, fixed assets or real property.

"CCAA" means the Companies' Creditors Arrangement Act (Canada).

"CD$" or "Canadian Dollars" means lawful money of Canada.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

"CFC" means a "controlled foreign corporation" within the meaning of Section 957 of the Code; provided that (x) Canadian Loan Parties shall not be treated as CFCs for purposes of any Loan Document and (y) no Canadian Subsidiary that is an obligor under the DIP Term Loan Documents shall be treated as a CFC for purposes of any Loan Document.

"Change in Law" means the occurrence after the date of this Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation, guideline or treaty, (c) any new, or adjustment to, requirements prescribed by the Board of Governors for "Eurocurrency Liabilities" (as defined in Regulation D of the Board of Governors), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by Administrative Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority and related in any manner to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA, or any other then current Benchmark or (d) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or not having the force of law; provided that notwithstanding anything in this Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canadian or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

A "Change of Control" will be deemed to occur if:

(a) at any time, Holdings ceases to own, directly or indirectly, beneficially, 100.0% of the issued and outstanding Equity Interests of the Borrower; or

(b) at any time, the Permitted Holders, taken together, shall cease to beneficially own (within the meaning of Rule 13d-5 under the Exchange Act as in effect on the date hereof), directly or indirectly, at least 50.1% of the Voting Stock (measured by reference to ordinary voting power) of Holdings (determined on a fully diluted basis); or

(c) at any time, a Change of Control (as defined in the DIP Term Loan Credit Agreement or any document or credit agreement governing Pre-Petition Indebtedness in excess of the Threshold Amount (or any comparable term thereunder) shall have occurred.

Notwithstanding the foregoing, (i) a passive holding company or special purpose acquisition vehicle shall not be considered a "person" and instead the equityholders of such passive holding company or special purpose acquisition vehicle shall be considered for purposes of the forgoing and (ii) a Change of Control shall be deemed not to have occurred pursuant to clause (b) above at any time if the Permitted Holders have, at such time, directly or indirectly, the right or the ability, by voting power, contract or otherwise, to elect or designate for election at least a majority of the board of directors of Holdings.

"Chapter 11 Cases" has the meaning ascribed to such term in the Recitals.

"Chapter 11 Plan" means a plan of reorganization in any or all of the Chapter 11 Cases.

"Closing Date" means January [__], 2026.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means all of the "Collateral", "DIP Collateral" or words of similar intent as defined in the Interim DIP Order (and, when applicable, the Final Order) or in any of the Security Documents, and shall include all present and after acquired assets and property, whether real, personal, tangible, intangible or mixed of the Loan Parties, wherever located, on which Liens are or are purported to be granted pursuant to the Orders or any Security Document (notwithstanding that any such property may have been excluded from the "Collateral" as such term is defined in the Pre-Petition ABL Credit Agreement or other Pre-Petition ABL Loan Documents) in favor of the Collateral Agent, on behalf of the Secured Parties, to secure any of the Obligations; *provided* that in no case shall "Collateral" include Excluded Property.

"Collateral Access Agreement" means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in any Loan Party's books and records, Equipment, or Inventory, in each case, in form and substance reasonably satisfactory to Administrative Agent.

"Collateral Agent" means the Administrative Agent acting as collateral agent for the Secured Parties pursuant to the Security Documents.

"Collateral Agent's Liens" means the Liens granted by the Loan Parties to the Collateral Agent under the Loan Documents.

"Commitment" means, with respect to each Lender, its Commitment, and, with respect to all Lenders, their Commitments, in each case as such Dollar Amounts are set forth beside such Lender's name

under the applicable heading on Schedule C-1 or in the Assignment and Assumption to which such Lender became a 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 12.04 of this Agreement.

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

"Company" has the meaning specified in the preamble to this Agreement.

"Company Competitor" means any Person that competes with the business of Holdings, the Borrower, and their respective direct and indirect Subsidiaries from time to time.

"Compliance Certificate" means a certificate duly executed by an Authorized Officer substantially in the form of Exhibit B-1 or such other form as may be agreed between the Parent Borrower and the Administrative Agent.

"Confirmation Order" means the order of the Bankruptcy Court confirming an Acceptable Plan of Reorganization under section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Required Lenders.

"Conforming Changes" means, with respect to either the use or administration of any 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 "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.11(b)(ii) and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, loan agreement, indenture, mortgage, deed of trust, lease, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Contribution Percentage" has the meaning set forth in Section 9.09.

"Control Agreement" has the meaning specified in the Security Agreement.

"Controlled Account" has the meaning specified in the Security Agreement.

"CORRA" means a rate equal to the Canadian Overnight Repo Rate Average as administered and published by the CORRA Administrator.

"CORRA Administrator" means the Bank of Canada (or any successor administrator of the Canadian Overnight Repo Rate Average).

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning specified therefor in Section 12.26.

"Credit Facility" has the meaning specified in the Recitals.

"Cumulative Period" means the period from the Petition Date through the most recent Budget Variance Test Date.

"Customs Brokers" means the person or persons as may be selected by Parent Borrower from time to time upon written notice by Parent Borrower to Administrative Agent to handle the receipt of Inventory within the United States, Canada or to clear Inventory through the Bureau of Customs and Border Protection or other domestic or foreign export control authorities or otherwise perform port of entry services to process Inventory imported by a Borrower from outside the United States (such persons sometimes being referred to herein individually as a "Customs Broker"), provided, that, as to each such person, (a) Administrative Agent shall have received a customs broker agreement by such person in favor of Administrative Agent (in form and substance reasonably satisfactory to Administrative Agent) duly authorized, executed and delivered by such person, (b) such agreement shall be in full force and effect and (c) such person shall be in compliance in all material respects with the terms thereof.

"Debtor Relief Laws" means the Bankruptcy Code, the CCAA, the BIA and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement (including

the arrangement provisions of any Canadian corporate statute dealing with the arrangement or compromise of debt or any class thereof), receivership, insolvency, judicial management, 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

"Debtor" or "Debtors" has the meaning specified in the Recitals.

"Default" means any event or condition which with notice or lapse of time, or both, would constitute an Event of Default.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded by it hereunder unless such Lender notifies the Administrative Agent and Parent Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified Parent Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or Parent Borrower, to confirm in writing to Administrative Agent or Parent Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and Parent Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law or Undisclosed Administration, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) 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 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 Parent Borrower and each other Lender promptly following such determination.

"Defaulting Lender Rate" means (a) for the first three (3) days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Revolving Loans that are Base Rate Loans (inclusive of the Base Rate Margin applicable thereto).

"Deposit Account" means a deposit account (as that term is defined in the UCC) or to the extent applicable, with respect to any bank account located in Canada, any bank account with a deposit function.

"Designated Account" means the Deposit Account of a Borrower identified on Schedule D-1, as such schedule may be amended from time to time by any Borrower (or such other deposit account of a Borrower located at the Designated Account Bank that has been designated as such, in writing, by Parent Borrower to Administrative Agent).

"Designated Account Bank" has the meaning specified therefor in Schedule D-1 (or such other bank that is located within the United States (or in Canada with respect to Canadian Borrower) that has been designated as such, in writing, by Parent Borrower to Administrative Agent).

"Dilution" means, as of any date of determination, a percentage, based upon the experience of the immediately prior 90 consecutive days, that is the result of dividing the Dollar Amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to the Borrower's Accounts during such period, by (b) the Borrower's billings with respect to Accounts during such period.

"Dilution Reserve" means, as of any date of determination, an amount sufficient to reduce the advance rate against Eligible Accounts by 1.00% percentage point for each percentage point by which Dilution is in excess of 0.00% (provided that in determining Dilution for purposes of this definition fractional amounts shall be rounded up to the nearest whole percentage point); *provided*, however, Dilution shall be calculated with respect to all of the Borrower's Accounts.

"DIP Last-Out Tranche Period" means the period commencing on the Closing Date and continuing through the earlier of (a) the Maturity Date and (b) the occurrence of an Event of Default.

"DIP Term Loan Agreement" means that certain Senior Secured Superpriority Debtor-In-Possession Term Loan Credit Agreement, dated as of the Closing Date, among the Parent Borrower, the other "Loan Parties" (as defined therein) party thereto, the lenders party thereto, DIP Term Loan Agent and the other agents named therein, as the same may be amended, amended and restated, restated, supplemented, modified, or otherwise in effect from time to time in a manner not prohibited by the Pre-Petition ABL/Term Loan Intercreditor Agreement or this Agreement.

"DIP Term Loan Agent" means Wilmington Savings Fund Society, FSB in its capacity as administrative agent and collateral agent under the DIP Term Loan Documents, or any successor administrative agent or collateral agent or other agent appointed under the DIP Term Loan Documents in accordance with the provisions thereof and the Pre-Petition ABL/Term Loan Intercreditor Agreement.

"DIP Term Loan Collateral Agent" has the meaning assigned to the term "Collateral Agent" in the DIP Term Loan Agreement (as in effect on the Closing Date and as amended or modified in accordance with the Pre-Petition ABL/Term Loan Intercreditor Agreement).

"DIP Term Loan Documents" means the "Loan Documents" (as defined in the DIP Term Loan Agreement), other than, for the avoidance of doubt, the Pre-Petition ABL/Term Loan Intercreditor Agreement, in each case as the same may be amended, amended and restated, restated, supplemented, modified, or otherwise in effect from time to time in a manner not prohibited by the Pre-Petition ABL/Term Loan Intercreditor Agreement or this Agreement.

"DIP Term Loan Facility" means a term loan facility to be incurred by the relevant Borrowers and the other Loan Parties on the Closing Date pursuant to terms of the DIP Term Loan Documents, and on terms satisfactory to the Administrative Agent.

"DIP Term Loan Lenders" means, collectively, the lenders from time to time party to the DIP Term Loan Agreement.

"DIP Term Loans" has the meaning assigned to the term "Term Loans" in the DIP Term Loan Agreement (as in effect on the Closing Date and as amended or modified in a manner not prohibited by the Pre-Petition ABL/Term Loan Intercreditor Agreement).

"Disclosure Statement Order" means any order, whether on a conditional or final basis, approving an Approved Disclosure Statement, which, for the avoidance of doubt, shall be in form and substance reasonably acceptable to the Required Lenders.

"Disposition" or "Dispose" has the meaning specified in the definition of "Asset Sale".

"Disqualified Lender" means (a) each person identified as a "Disqualified Lender" on a list delivered to the Administrative Agent by the Borrower on or prior to the Closing Date (such list may be updated from time to time after the Closing Date with the consent of the Administrative Agent (acting at the direction of the Required Lenders) (such consent and direction not to be unreasonably withheld, conditioned or delayed)); (b) any Company Competitor identified on a list delivered to the Administrative Agent by the Borrower from time to time; (c) (i) any Net Short Lender (as defined in the DIP Term Loan Agreement as in effect on the Closing Date) or (ii) any Person with a net short position (as defined in the DIP Term Loan Agreement as in effect on the Closing Date); and (c) as to any entity referenced in each of clauses (a), (b) and (c) above (the "Primary Disqualified Lender"), any of such Primary Disqualified Lender's known Affiliates or Affiliates identified in writing to the Administrative Agent from time to time or otherwise readily identifiable as such by name, but excluding any Affiliate that is primarily engaged in, or that advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course and with respect to which the Primary Disqualified Lender does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such entity; provided that any additional designation permitted by the foregoing shall not apply retroactively to any prior assignment or participation to any Lender or Participant (solely with respect to such amount previously assigned or entered into). For the purpose of clauses (a) and (b) in the previous sentence, such list shall be made available to the Administrative Agent pursuant to Section 12.03 and any additions, deletions or other modifications to the list of Disqualified Lenders shall become effective within three Business Days after delivery to the Administrative Agent (which list, in the case of clause (a), shall not be delivered to the Administrative Agent prior to the Required Lenders confirming that such additions, deletions and/or other modifications are acceptable). For the avoidance of doubt, notwithstanding anything in the Loan Documents to the contrary, 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 thereof relating to Disqualified Lenders. Without limiting the generality of the foregoing, Administrative Agent shall not have any liability with respect to or arising out of any assignment or participation of Loans or Commitments, or disclosure of confidential information, to any Disqualified Lender.

"Disqualified Stock" means, with respect to any Person, any Equity Interests of such Person that, by its terms (or by the terms of any security into which it is convertible or for which it is puttable, redeemable or exchangeable), in each case, at the option of the holder thereof or upon the happening of any event:

(1) matures or is mandatorily redeemable, (other than solely for Equity Interests that are not Disqualified Stock), pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale; provided that any purchase requirement triggered thereby may not become operative until compliance with, in the case of an asset sale, the provisions of Section 8.04 or, in the case of a change of control, the occurrence of the Termination Date),

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock, or

(3) is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the Termination Date.

"Dollars" and the sign "$" shall each mean lawful money of the United States.

"Dollar Amount" means, at any time, as the context may require with respect to Canadian Revolving Credit Commitment, Canadian Revolving Credit Loans, Canadian Letters of Credit or Canadian Swing Line Loans, as applicable, "Canadian Dollars" or

(a) with respect to any Loan, the US Dollar Equivalent of the principal amount thereof then outstanding (or in which such participation is held); and

(b) with respect to any Letter of Credit (or any risk participation therein), the US Dollar Equivalent of the amount thereof.

"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 member state of the European Union, Iceland, Liechtenstein and Norway.

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

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Eligible Accounts" means those Accounts created by Borrower, that is organized under the laws of the United States, any State thereof, the District of Columbia or Canada (or any province or territory thereof), in the ordinary course of its business, that arise out of such Borrower's sale of goods or rendition of services, that comply in all material respects (except that such materiality qualifier shall not be applicable to the portion of any representation and warranty that is already qualified or modified by materiality in the text thereof) with each of the applicable representations and warranties respecting Eligible Accounts made

in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Administrative Agent in Administrative Agent's Permitted Discretion to address the results of any audit performed by Administrative Agent from time to time after the Closing Date, subject to at least three (3) Business Days' prior written notice to the Parent Borrower. In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits and unapplied cash. Eligible Accounts shall not include the following:

(a) Accounts that the Account Debtor has failed to pay within 120 days of original invoice date or 90 days of the past due date (in each case, if permitted by the Administrative Agent in its sole discretion, excluding retention billings until such time as the work for the project giving to such billing has been completed in full),

(b) Accounts with selling terms of more than 90 days; provided, that Extended Term Accounts shall not be deemed ineligible pursuant to this clause (b),

(c) Accounts owed by an Account Debtor (or its Affiliates) where 50% (or such greater amount as the Administrative Agent may agree in its sole discretion) or more of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clause (a) above,

(d) Accounts with respect to which the Account Debtor is an Affiliate of Borrower or an employee or agent of Borrower or any Affiliate of Borrower (other than any Affiliate that is another portfolio company of the Sponsor),

(e) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the Account Debtor may be conditional,

(f) Accounts that are not payable in Dollars or Canadian Dollars,

(g) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States or Canada, or (ii) is not organized under the laws of the United States or any state thereof or Canada or any province or territory thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (y) the Account is supported by an irrevocable letter of credit reasonably satisfactory to Administrative Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Administrative Agent and is directly drawable by Administrative Agent (acting on its own behalf or under power of attorney), or (z) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to Administrative Agent,

(h) Accounts with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which the applicable Borrower has complied, to the reasonable satisfaction of Administrative Agent, with the Assignment of Claims Act, 31 USC §3727), (ii) any state of the United States (iii) the government of Canada or any province or territory of Canada or any department, agency, or instrumentality thereof (exclusive of Accounts with respect to which Canadian Loan Parties have complied, to the reasonable satisfaction of Administrative Agent and the Collateral Agent, with the Financial Administration Act (Canada), or the equivalent legislation in the relevant province or territory) or (iv) any other Governmental Authority,

(i) Accounts with respect to which the Account Debtor is a creditor of Borrower (unless the Account Debtor has provided Administrative Agent a "non-offset" letter in form and substance reasonably satisfactory to Administrative Agent), has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, solely to the extent of such claim, right of setoff, or dispute,

(j) Accounts with respect to an Account Debtor whose total obligations owing to the Borrower exceed 25% of all Eligible Accounts (or such greater amount as the Administrative Agent may agree in its sole discretion), to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, however, that, in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by Administrative Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,

(k) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which Borrower has received notice of an imminent Insolvency Proceeding or a material impairment of such Account Debtor; provided, however, that notwithstanding the foregoing provisions of this clause (k), the Administrative Agent may, in its Permitted Discretion, include as Eligible Accounts (i) Accounts that are post-petition accounts payable of an Account Debtor that is a debtor-in-possession under the Bankruptcy Code, and (ii) Accounts owing by an Account Debtor that has been reorganized or restructured following one of the events described in this clause (k) and has a credit quality reasonably satisfactory to Administrative Agent,

(l) Accounts, the collection of which, Administrative Agent, in its Permitted Discretion, believes to be doubtful by reason of the Account Debtor's financial condition,

(m) Accounts that are not subject to a valid and perfected first priority Collateral Agent's Lien,

(n) Accounts 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; *provided*, that the foregoing shall not exclude Accounts for which billing has not occurred but is reasonably expected to occur in accordance with customary AIA practices (as consistent with such practices existing on the Closing Date or as acceptable to Administrative Agent in its Permitted Discretion),

(o) Accounts with respect to which the Account Debtor is a Sanctioned Entity or is in a Sanctioned Jurisdiction,

(p) any Account (A) as to which Borrower's right to receive payment is contingent upon the fulfillment of any condition whatsoever unless such condition is satisfied, (B) as to which Borrower is not able to bring suit or otherwise enforce its remedies against the Account Debtor through judicial or administrative process, (C) that represents a progress billing consisting of an invoice for goods sold or used or services rendered pursuant to a contract under which the Account Debtor's obligation to pay that invoice is subject to Borrower's completion of further performance under such contract or is subject to the equitable lien of a surety bond issuer, (D) that arises with respect to goods that are delivered on a bill-and-hold, cash-on-delivery basis or placed on consignment, guaranteed sale or other terms by reason of which the payment by the Account Debtor is or may be conditional until a specified event occurs, or (E) that represents the right to receive progress payments or other advance billings of an invoice that are due prior to the completion of performance of the invoice by the applicable Borrower of the subject contract for goods or services or that represent credit card sales;

(q) Accounts owned by a target acquired in connection with an acquisition constituting a Permitted Investment or Accounts owned by a Person that is joined to this Agreement as a Borrower

pursuant to the provisions of this Agreement, until the completion of a field examination with respect to such Accounts, in each case, satisfactory to Administrative Agent in its Permitted Discretion;

(r) Accounts with respect to which (i) the Account Debtor has been billed by the applicable U.S. Borrower from an office or location of the applicable U.S. Borrower that is not located in the United States (or Canada, if the applicable Borrower has taken reasonable perfection steps in Canada, in the Administrative Agent's Permitted Discretion), or the collection thereof is to occur via an office, location or deposit account of the applicable U.S. Borrower that is not located in the United States (or Canada, if the applicable Borrower has taken reasonable perfection steps in Canada, in the Administrative Agent's Permitted Discretion), or (ii) the Account Debtor has been billed by a Canadian Borrower from an office or location of the applicable Canadian Borrower that is not located in Canada (or the United States, if the applicable Borrower has taken reasonable perfection steps in the United States, in the Administrative Agent's Permitted Discretion), or the collection thereof is to occur via an office, location or deposit account of the applicable Canadian Borrower that is not located in Canada (or the United States, if the applicable Borrower has taken reasonable perfection steps in the United States, in the Administrative Agent's Permitted Discretion); or

(s) Accounts owing from Account Debtors that are subject to a "supplier trade" reverse factoring arrangement or similar arrangements, or any other factoring or receivables arrangement.

"Eligible Assignee" means (a) any Lender and any Affiliate of a Lender, and (b) any commercial bank, insurance company, financial institution, investment or mutual fund or other entity that is an "accredited investor" (as defined in Regulation D under the Securities Act); provided that "Eligible Assignee" shall (x) include Affiliated Investment Funds and Affiliated Lenders, subject to the limitations set forth in the provisions of Section 12.04(a)(v) and (y) exclude (i) any Natural Person, or the Sponsor, the Borrower, or any of Holdings or the Sponsor's or the Borrower's Affiliates (in each case except as set forth in clauses (x) or (y) above) and (ii) any Disqualified Lender.

"Eligible Credit Card Receivables" means Accounts and other "Payment Intangibles" (as defined in the UCC), together with all income, payments and proceeds thereof due to Borrower, that is organized under the laws of the United States, any State thereof, the District of Columbia or Canada (or any province or territory thereof), on a non-recourse basis from any major credit card or debit card issuer and processors, as arise in the ordinary course of business, which have been earned by performance (provided that such major credit card or debit card issuers shall include, without limitation, Visa, MasterCard, American Express and Discover), that comply in all material respects (except that such materiality qualifier shall not be applicable to the portion of any representation and warranty that is already qualified or modified by materiality in the text thereof) with each of the applicable representations and warranties respecting Eligible Credit Card Receivables made in the Loan Documents, and are not excluded as ineligible by one or more of the criteria set forth below; provided, however, that such criteria may be revised from time to time by the Administrative Agent in its Permitted Discretion to address the results of any audit performed by the Administrative Agent from time to time after the Closing Date, subject to at least three (3) Business Days' prior written notice to the Parent Borrower. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables (without duplication of any Reserves established):

(a) Accounts or other "Payment Intangibles" (as defined in the UCC) due from credit card or debit card processors that have been outstanding for more than five (5) Business Days from the date of sale or for such longer period as may be approved by the Administrative Agent in its Permitted Discretion;

(b) Accounts or other "Payment Intangibles" (as defined in the UCC) due from credit card or debit card processors with respect to which the Borrower does not have good, valid and marketable title, free and clear of any Lien (other than Liens granted to the Collateral Agent for the benefit of the Secured

Parties and Permitted Liens (without limiting the ability of the Administrative Agent to change, establish or eliminate any Reserves in its Permitted Discretion on account of any such Permitted Liens) and other than Permitted Liens having priority by applicable law);

(c) Accounts or other "Payment Intangibles" (as defined in the UCC) due from credit card or debit card processors that are not subject to a first priority security interest in favor of the Collateral Agent for the benefit of the Secured Parties other than Permitted Liens having priority by applicable law (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(d) Accounts or other "Payment Intangibles" (as defined in the UCC) due from credit card or debit card processors which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback (except to the extent such claim, counterclaim, offset or chargeback is limited by an agreement that is reasonably satisfactory to the Administrative Agent));

(e) Accounts or other "Payment Intangibles" (as defined in the UCC) due from credit card or debit card processors as to which the credit card or debit card processor has the right under certain circumstances to require the Borrower to repurchase the Accounts from such credit card processor;

(f) Accounts or other "Payment Intangibles" (as defined in the UCC) due from any Person on account of any private label credit card or debit card receivables other than such Accounts or other "Payment Intangibles" (as defined in the UCC) under programs between the Borrower and a third party reasonably acceptable to the Administrative Agent where the third party retains the consumer credit exposure;

(g) Accounts or other "Payment Intangibles" (as defined in the UCC) due from credit card or debit card processors (other than Visa, MasterCard, American Express and Discover) which the Administrative Agent determines in its Permitted Discretion to be uncertain of collection;

(h) Accounts or other "Payment Intangibles" (as defined in the UCC) owned by a target acquired in connection with an acquisition constituting a Permitted Investment or Accounts or other "Payment Intangibles" (as defined in the UCC) owned by a Person that is joined to this Agreement as a Borrower pursuant to the provisions of this Agreement, until the completion of a field examination with respect to such Accounts or other "Payment Intangibles" (as defined in the UCC), in each case, satisfactory to the Administrative Agent in its Permitted Discretion;

(i) Accounts or other "Payment Intangibles" (as defined in the UCC) owing from Account Debtors or Persons that are subject to a "supplier trade" reverse factoring arrangement or similar arrangements, or any other factoring or receivables arrangement; or

(j) Accounts with respect to which (i) the credit card or debit card processors or Account Debtor has been billed by the applicable U.S. Borrower from an office or location of the applicable U.S. Borrower that is not located in the United States (or Canada, if the applicable Borrower has taken reasonable perfection steps in Canada, in the Administrative Agent's Permitted Discretion), or the collection thereof is to occur via an office, location or deposit account of the applicable U.S. Borrower that is not located in the United States (or Canada, if the applicable Borrower has taken reasonable perfection steps in Canada, in the Administrative Agent's Permitted Discretion), or (ii) the credit card or debit card processors or Account Debtor has been billed by a Canadian Borrower from an office or location of the applicable Canadian Borrower that is not located in Canada (or the United States, if the applicable Borrower has taken reasonable perfection steps in the United States, in the Administrative Agent's Permitted Discretion), or the

collection thereof is to occur via an office, location or deposit account of the applicable Canadian Borrower that is not located in Canada (or the United States, if the applicable Borrower has taken reasonable perfection steps in the United States, in the Administrative Agent's Permitted Discretion).

"Eligible Domestic In-Transit Inventory" means, without duplication of other Eligible Inventory, all raw materials and/or finished goods Inventory owned by a Borrower, that is organized under the laws of the United States, any State thereof, the District of Columbia or Canada (or any province or territory thereof), which Inventory is in transit within such Borrower's country of jurisdiction (which includes, for the avoidance of doubt, the continental United States with respect to U.S. Borrowers and Canada with respect to Canadian Borrowers) to one of such Borrower's facilities located in such Borrower's country of jurisdiction (which includes, for the avoidance of doubt, the continental United States with respect to U.S. Borrowers and Canada with respect to Canadian Borrowers) and which Inventory (a) is fully insured, (b) is subject to a first priority security interest in and lien upon such goods in favor of the Collateral Agent (except for any possessory lien upon such goods in the possession of a freight carrier or shipping company securing only the freight charges for the transportation of such goods to such Borrower), and (c) otherwise meets the criteria for "Eligible Inventory" hereunder.

"Eligible Foreign In-Transit Inventory" means, without duplication of other Eligible Inventory, all raw materials and/or finished goods Inventory owned by a Borrower, that is organized under the laws of the United States, any State thereof, the District of Columbia or Canada (or any province or territory thereof), which Inventory is in transit (whether by vessel, air, or land) from a location outside of North America to one of such Borrower's facilities located in the continental United States (with respect to a U.S. Borrower) or Canada (with respect to a Canadian Borrower) and as to which:

(a) title to such Inventory has passed to a Borrower and Administrative Agent shall have received such evidence thereof as it may from time to time require in its Permitted Discretion,

(b) such Inventory is insured against types of loss, damage, hazards, and risks, and in amounts satisfactory to the Administrative Agent in its Permitted Discretion, and Administrative Agent shall have received a copy of the certificate of marine cargo insurance in connection therewith in which it has been named as an additional insured and loss payee in a manner acceptable to Administrative Agent in its Permitted Discretion,

(c) unless the Administrative Agent otherwise agrees in writing, such Inventory either:

(i) is the subject of a negotiable bill of lading governed by the laws of Canada (or a province or territory thereof) or a state within the United States (x) that is consigned to Administrative Agent or one of its Customs Brokers (either directly or by means of endorsements), (y) 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 (z) that either is in the possession of Administrative Agent or a Customs Broker (in each case in Canada or the continental United States), or

(ii) is the subject of a negotiable forwarder's cargo receipt governed by the laws of Canada (or a province or territory thereof) or a state within the United States and is not the subject of a bill of lading (other than a negotiable bill of lading consigned to, and in the possession of, a consolidator or Administrative Agent, or their respective agents) and such negotiable cargo receipt on its face indicates the name of the Customs Broker as a carrier or multimodal transport operator and has been signed or otherwise authenticated by it in such capacity or as a named agent for or on behalf of the carrier or multimodal transport operator, in any case respecting such Inventory (x) consigned to Administrative Agent or one of its Customs Brokers that is handling the importing, shipping and delivery of such Inventory (either directly or by means of endorsements), (y) that was issued by a consolidator respecting the subject Inventory, and

(z) that is in the possession of Administrative Agent or a Customs Broker (in each case in Canada or the continental United States),

(d) such Inventory is in the possession of a common carrier (including on behalf of any non-vessel operating common carrier) 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;

(e) the documents of title related thereto are subject to the valid and perfected first priority Lien of Collateral Agent;

(f) the Administrative Agent determines that such Inventory is not subject to (i) any Person's right of reclamation, repudiation, stoppage in transit or diversion or (ii) any other right or claim of any other Person which is (or is capable of being) senior to, or pari passu with, the Lien of Collateral Agent or the Pre-Petition ABL Agent, or the Administrative Agent determines that any Person's right or claim impairs, or interferes with, directly or indirectly, the ability of Administrative Agent to realize on, or reduces the amount that Administrative Agent may realize from the sale or other disposition of such Inventory;

(g) Parent Borrower has provided, upon the Administrative Agent's reasonable request: (i) a certificate to the Administrative 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 Foreign In-Transit Inventory, that it knows of no reason why such Inventory would not be accepted by such Borrower when it arrives in Canada or the continental United States, as applicable, and that the shipment as evidenced by the documents conforms to the related order documents, and (ii) a copy of the invoice, packing slip and manifest with respect thereto,

(h) such Inventory is subject to a Letter of Credit,

(i) such Inventory otherwise meets the criteria for "Eligible Inventory" hereunder, and

(j) such Inventory shall not have been in transit for more than ninety (90) days.

"Eligible Inventory" means Inventory consisting of raw materials or first quality finished goods held by a Borrower, that is organized under the laws of the United States, any State thereof, the District of Columbia or Canada (or any province or territory thereof), for sale in the ordinary course of Borrower's business, that complies in all material respects (except that such materiality qualifier shall not be applicable to the portion of any representations and warranties warranty that is already are qualified or modified by materiality in the text thereof) with each of the applicable representations and warranties respecting Eligible Inventory made in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Administrative Agent in Administrative Agent's Permitted Discretion to address the results of any audit or appraisal performed by Administrative Agent from time to time after the Closing Date, subject to at least three (3) Business Days' prior written notice to the Parent Borrower. An item of Inventory shall not be included in Eligible Inventory if:

(a) Borrower does not have good and valid title thereto;

(b) Borrower does not have actual and exclusive possession thereof (either directly or through a bailee or agent of Borrower);

(c) it is not located at one of the locations in the continental United States (with respect to a U.S. Borrower) or Canada (with respect to a Canadian Borrower) set forth on Schedule 5.24 (as such Schedule may be updated from time to time in accordance with the terms of this Agreement) (unless in-

transit from one such location to another such location, with respect to a U.S. Borrower, in the continental United States (or Canada, if the applicable Borrower has taken reasonable perfection steps in Canada, in the Administrative Agent's Permitted Discretion), or with respect to a Canadian Borrower, in Canada (or the continental United States, if the applicable Borrower has taken reasonable perfection steps in the United States, in the Administrative Agent's Permitted Discretion)) unless such Inventory constitutes Eligible Domestic In-Transit Inventory or Eligible Foreign In-Transit Inventory;

(d) it is (i) in-transit to or from a location of Borrower (other than in-transit from one location set forth on Schedule 5.24 to another location set forth on Schedule 5.24 (in each case, as such Schedule may be updated from time to time in accordance with the terms of this Agreement and it being understood and agreed that Inventory located at the distributions center on Schedule 5.24 shall not be considered in transit), with respect to a U.S. Borrower, in the continental United States (or Canada, if the applicable Borrower has taken reasonable perfection steps in Canada, in the Administrative Agent's Permitted Discretion), or with respect to a Canadian Borrower, in Canada (or the continental United States, if the applicable Borrower has taken reasonable perfection steps in the United States, in the Administrative Agent's Permitted Discretion)) unless such Inventory constitutes Eligible Domestic In-Transit Inventory or Eligible Foreign In-Transit Inventory or (ii) located in a FTZ unless Administrative Agent has established a Reserve in respect of FTZ Fees that may be required by any Governmental Authority to be paid with respect to such Inventory;

(e) it is not segregated or otherwise separately identifiable from goods of non-Loan Parties, if any, stored on the premises;

(f) it is the subject of a bill of lading or other document of title, other than with respect to Eligible Foreign In-Transit Inventory;

(g) it is not subject to a valid and perfected first priority Collateral Agent's Lien;

(h) it consists of goods returned or rejected by the applicable Borrower's customers (other than non-custom made goods which are in prime condition, returned to stock, and are saleable in the ordinary course of business);

(i) it consists of goods that are obsolete or slow moving, work-in-process, or goods that constitute spare parts, packaging and shipping materials not intended for resale, supplies used or consumed in Borrower's business that are not also sold by the Borrower in the ordinary course of business, bill and hold goods, defective goods, "seconds," or Inventory acquired on consignment, or Inventory being held by a Person (other than a Loan Party) on consignment;

(j) it is subject to third party (for the avoidance of doubt, including all Persons that are not Loan Parties) trademark, licensing or other proprietary rights, unless Administrative Agent is reasonably satisfied that such Inventory can be freely sold by Administrative Agent on and after the occurrence of an Event of Default despite such third party rights; or

(k) it was acquired in connection with an acquisition constituting a Permitted Investment, until the completion of an appraisal and field examination of such Inventory, in each case, reasonably satisfactory to Administrative Agent (which appraisal and field examination may be conducted prior to the closing of such acquisition constituting a Permitted Investment).

"Eligible Investment Grade Account" means, at any time, any Eligible Account for which the Account Debtor in respect thereof is an Investment Grade Account Debtor.

"EMU" means the economic and monetary union as contemplated in the EU Treaty.

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

"Environmental Laws" means any and all applicable federal, state, provincial, territorial, local and foreign statutes, laws, including common law, regulations, ordinances, rules, judgments, orders, decrees, or governmental restrictions relating to pollution, the protection of the Environment, and occupational health and safety (to the extent relating to exposure to Hazardous Materials), including those related to Hazardous Materials, air emissions and discharges to public pollution control systems.

"Environmental Liability" means any liability (including any liability for damages, costs of environmental remediation, monitoring or oversight by a Governmental Authority, fines, penalties or indemnities) directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law, (b) the generation, use, handling, transportation, storage or treatment of any Hazardous Materials, (c) human exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the Environment or (e) any contract, agreement or other binding consensual arrangement to the extent liability is assumed or imposed with respect to any of the foregoing.

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

"Equipment" means equipment (as that term is defined in the UCC or, to the extent applicable, the PPSA).

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any Capital Stock that arises only by reason of the happening of a contingency that is outside the control of the holder of such Capital Stock or any debt security that is convertible into, or exchangeable for, Capital Stock).

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

"ERISA Affiliate" means any Person who together with any Loan Party or any of its Affiliates is treated as a single employer within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code) or Section 4001 of ERISA.

"ERISA Event" means (a) a Reportable Event with respect to an Plan; (b) the withdrawal of any Loan Party or any ERISA Affiliate from an Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent (within the meaning of Section 4245 of ERISA); (d) the filing of a written notice of intent to terminate or the treatment of an Employee Benefit Plan amendment as a termination under Section 4041 or 4041A of ERISA, respectively, (e) the institution by the PBGC of, or the receipt of any notice by any Loan Party or any ERISA Affiliate from the PBGC or a plan administrator indicating an intent by the PBGC to institute, proceedings to terminate an Employee Benefit 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 Plan or Multiemployer Plan; (g) the determination that any Plan is considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA; (h) the determination that any Multiemployer Plan is considered a plan in "endangered", "critical", or

"critical and declining" status within the meaning of Section 432 of the Code or Section 305 of ERISA; (i) 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; or (j) the conditions for the imposition of a Lien under Section 430(k) of the Code or Section 303(k) of ERISA shall have been met with respect to any Plan.

"Erroneous Payment" has the meaning assigned to it in Section 11.15(a).

"Erroneous Payment Deficiency Assignment" has the meaning assigned to it in Section 11.15(d).

"Erroneous Payment Impacted Class" has the meaning assigned to it in Section 11.15(d).

"Erroneous Payment Return Deficiency" has the meaning assigned to it in Section 11.15(d).

"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.

"eUCP" means, the Supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation, Version 2.0, supplementing UCP 600 and any version or revision thereof accepted by the Issuing Lender for use.

"EU Treaty" means the Treaty on European Union.

"Euro" and "€" means the single currency of the Participating Member States introduced in accordance with the provisions of Article 109(i)4 of the EU Treaty.

"Event of Default" has the meaning set forth in Section 10.01.

"Excess Availability" means, as of any date of determination, an amount equal to (a) the Line Cap, *minus* (b) the aggregate Revolver Usage at such time; provided that solely for purposes of calculating Specified Excess Availability, clause (a) hereof shall be calculated without giving effect to the Formula Amount.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Excluded Accounts" means segregated (1) payroll, healthcare and other employee wage and benefit accounts held for the benefit of third parties, (2) tax accounts, including, without limitation, sales tax accounts, (3) escrow, defeasance and redemption accounts, (4) fiduciary or trust accounts held for the benefit of third parties, (5) disbursement accounts that are zero balance accounts, (6) the DIP Proceeds Account so long as it contains only proceeds of the DIP Term Loans, (7) the Professional Fees Escrow Account, (8) cash collateral accounts subject to Permitted Liens for the benefit of unaffiliated third parties if the documents governing such Liens do not permit other liens on such cash collateral account and (9) the funds or other property held in or maintained for such purposes in any such account described in clauses (1) through (8). For the avoidance of doubt, no account that contains Qualified Cash or any Equity Interests of a Loan Party (other than Holdings) shall be an "Excluded Account".

"Excluded Property" means, with respect to any Loan Party or any direct or indirect Subsidiary of such Loan Party, (a) [reserved], (b) motor vehicles and other assets or goods subject to certificates of title to the extent a Lien thereon cannot be perfected by filing a UCC or PPSA financing statement, (c) without limitation of any other clause of this definition, goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets to the extent a security interest in such goods, chattel

paper, investment property, documents of title, instruments, money, intangibles and other assets would result in material adverse tax consequences to Holdings or the Borrower Parties or any of their direct or indirect parent entities, or material adverse regulatory consequences, in each case, as reasonably determined by the Parent Borrower and the Administrative Agent; provided, that this clause (c) shall not apply to any assets of the Canadian Loan Parties or any Canadian Subsidiary that is an obligor under the DIP Term Loan Documents, (d) any goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets, in each case, of or in which pledges or security interests in favor of the Collateral Agent are prohibited by applicable Law (including the Bankruptcy Code and any requirement to obtain the consent of any Governmental Authority or third person, unless such consent has been obtained) or by any contract binding on such assets at the time of its acquisition and not entered into in contemplation thereof, or would result in material adverse accounting or regulatory consequences, as reasonably determined by the Borrower; *provided*, that (i) any such limitation described in this clause (d) on the security interests granted under the Security Documents shall only apply to the extent that any such prohibition could not be rendered ineffective pursuant to the UCC or PPSA or any other applicable Law or principles of equity and shall not apply (where the UCC or PPSA is applicable) to any proceeds or receivables thereof, the assignment of which is expressly deemed effective under the UCC or PPSA notwithstanding such prohibition and (ii) in the event of the termination or elimination of any such prohibition contained in any applicable Law (including the Bankruptcy Code), a security interest in such goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets shall be automatically and simultaneously granted under the applicable Security Documents and shall be included as Collateral, (e) any governmental licenses (but not the proceeds thereof) or state, provincial or local franchises, charters and authorizations, to the extent security interests in favor of the Collateral Agent in such licenses, franchises, charters or authorizations are prohibited or restricted thereby; *provided* that (i) any such limitation described in this clause (e) on the security interests granted shall only apply to the extent that any such prohibition or restriction could not be rendered ineffective pursuant to the UCC of any applicable jurisdiction, PPSA or any other applicable Law (including the Bankruptcy Code) or principles of equity and shall not apply (where the UCC or PPSA is applicable) to any proceeds or receivables thereof, the assignment of which is expressly deemed effective under the UCC or PPSA notwithstanding such prohibition and (ii) in the event of the termination or elimination of any such prohibition or restriction contained in any applicable license, franchise, charter or authorization, a security interest in such licenses, franchises, charters or authorizations shall be automatically and simultaneously granted under the applicable Security Documents and such licenses, franchises, charters or authorizations shall be included as Collateral, (f) Equity Interests in any Person (other than the Borrower and Wholly Owned Subsidiaries of the Borrower) to the extent and for so long as the pledge thereof in favor of the Collateral Agent is not permitted by the terms of such Person's joint venture agreement or other applicable Organizational Documents; *provided,* that such prohibition exists on the Closing Date or at the time such Equity Interests are acquired (other than to the extent such prohibition is rendered ineffective or stayed under the UCC, other applicable Law (including the Bankruptcy Code) or principles of equity), (g) any lease, license or other agreement or any goods or other property subject to a purchase money security interest, Capitalized Lease Obligation or similar arrangement in each case not prohibited by this Agreement, to the extent that a grant of a security interest therein would violate or invalidate such lease, license, capital lease or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto (other than a Loan Party or their Wholly Owned Subsidiaries), in each case, except to the extent such prohibition is unenforceable after giving effect to the Bankruptcy Code (including, without limitation, the Automatic Stay thereunder) and the applicable anti-assignment provisions of the UCC of any applicable jurisdiction or the PPSA, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC of any applicable jurisdiction, the PPSA or principles of equity notwithstanding such prohibition, (h) "intent-to-use" trademark applications filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 (the "Lanham Act"), prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such

intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, (i) [reserved], (j) any goods, chattel paper, investment property, documents of title, instruments, money, intangibles or other assets of (including Equity Interests held by) (A) any CFC or any direct or indirect Subsidiary of a CFC or (B) any FSHCO or any direct or indirect Subsidiary of a FSHCO, (k) Margin Stock, (l) cash to secure letter of credit reimbursement obligations to the extent such letters of credit are permitted by this Agreement (excluding cash used for Letter of Credit Collateralization under this Agreement), (m) Excluded Accounts, (n) letter-of-credit rights (as defined in the UCC) of any U.S. Loan Party with a value less than $1,000,000, (o) [reserved], (p) commercial tort claims (as defined in the UCC) where the amount of damages reasonably expected by the applicable Loan Party to be recovered is less than $1,000,000, (q) [reserved], (r) any Equity Interests in a Non-U.S. Subsidiary (other than a Non-U.S. Subsidiary directly owned by a Loan Party), (s) [reserved], and (t) with respect to the Canadian Loan Parties, consumer goods (as defined in the PPSA). Other goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets shall be deemed to be "Excluded Property" if the Administrative Agent and the Borrower agree in writing that the cost or other consequences of obtaining or perfecting a security interest in such goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets is excessive in relation to either the value of such goods, chattel paper, investment property, documents of title, instruments, money, intangibles and other assets as Collateral or to the benefit of the Lenders of the security afforded thereby. Notwithstanding anything herein or the Security Documents to the contrary, (i) Excluded Property shall not include (A) any Equity Interests of any Non-U.S. Subsidiary directly owned by a Loan Party, and (B) any Proceeds (as defined in the UCC or PPSA, as applicable), substitutions or replacements of any Excluded Property (unless such Proceeds, substitutions or replacements would otherwise constitute Excluded Property referred to above) and (ii) no asset or property of the Loan Parties shall be "Excluded Property" if such asset or property constitutes "Collateral" (or comparable term) for purposes of the DIP Term Loan Documents (other than the DIP Proceeds Account (as defined in the DIP Term Loan Agreement as in effect on the date hereof) so long as such DIP Proceeds Account contains solely proceeds from the DIP Term Loans).

"Excluded Subsidiary" means any direct or indirect Subsidiary of the Borrower (for the avoidance of doubt, other than the Borrower) that is (a) [reserved], (b) not a Wholly Owned Subsidiary of the Borrower on the Closing Date, (c) Vanga Plastics, (d)(i) a Non-U.S. Subsidiary (other than a Canadian Loan Party), or (ii) a FSHCO or CFC (or any direct or indirect Subsidiary of a Non-U.S. Subsidiary (other than a Canadian Loan Party), FSHCO or CFC), (e) [reserved], (f) [reserved], (g) a Subsidiary (i) that is prohibited by any applicable Law (including the Bankruptcy Code) from guaranteeing the Credit Facility, but only if, and to the extent that, and for so long as, such prohibition remains in effect and applicable to such Subsidiary, or (ii) 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 but only if, and to the extent that, and for so long as such consent, approval, license or authorization has not been received and continues to be required (it being understood that such Subsidiary shall not be obligated to obtain such consent, approval, license or authorization), (h) a Subsidiary (other than, for the avoidance of doubt, a Debtor) that is prohibited from guaranteeing the Credit Facility by any Contractual Obligation in existence on the Closing Date (but not entered into in contemplation thereof) and 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 but not entered into in contemplation thereof and for so long as any such Contractual Obligation exists), (i) without limitation of any other clause of this definition, a Subsidiary, with respect to which a guarantee by it of the Credit Facility would result in material adverse tax consequences to Holdings or the Borrower Parties or any of their direct or indirect parent entities (other than any such tax consequences resulting from any Canadian Subsidiary that is an obligor under the DIP Term Loan Facility or acting as an obligor under the Credit Facility) or more than *de minimis* adverse regulatory consequence, in each case, as reasonably determined by the Parent Borrower, (j) [reserved], (k) [reserved], (l) [reserved], and (m) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the cost or other consequences (including any adverse tax

consequence) of guaranteeing the Credit Facility would be excessive in view of the benefits to be obtained by the Lenders therefrom, *provided* that if a Subsidiary executes this Agreement as a "Subsidiary Guarantor," then it shall not constitute an "Excluded Subsidiary" (unless released from its obligations under this Agreement, as a "Subsidiary Guarantor" in accordance with the terms hereof); *provided*, *further*, that no Subsidiary of the Borrower shall be an Excluded Subsidiary if such Subsidiary, (y) is a borrower or guarantor with respect to the DIP Term Loan Credit Agreement or (z) incurs or guarantees any Pre-Petition Indebtedness or any Indebtedness in a principal amount greater than the Threshold Amount, and in the event any such Subsidiary is a Non-U.S. Subsidiary, such Subsidiary shall, notwithstanding anything to the contrary in any Loan Document, grant to the Collateral Agent a perfected security interest on its assets (other than Excluded Property) pursuant to provisions to be negotiated in good faith.

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

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Lender or the Administrative Agent, as applicable, or required to be withheld or deducted from a payment to a Lender or the Administrative Agent, as applicable: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Lender or the Administrative Agent, as applicable, being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, any U.S. Federal withholding Taxes imposed pursuant to a Law in effect on the date on which such Lender acquires an interest in a Loan or Commitment (other than any Lender acquiring an interest in a Loan or Commitment pursuant to a request by any Loan Party under Section 3.16) or changes its lending office (other than a change of lending office pursuant to Section 3.11(f)), except in each case to the extent that, pursuant to Section 3.15, additional amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changes its lending office, (c) Taxes attributable to such Lender's or the Administrative Agent's, as applicable, failure to comply with Sections 3.15(b) through (d), (d) any Taxes imposed under FATCA and (e) solely in respect of any Loan to a Canadian Borrower or Subsidiary thereof, any Taxes imposed under the Income Tax Act (Canada) payable by virtue of a Lender being a Person with whom a Canadian Loan Party does not deal at arm's length for purposes of the Income Tax Act (Canada) or being a "specified non-resident shareholder" (as that term is defined in subsection 18(5) of the Income Tax Act (Canada)) of a Canadian Loan Party or a Person not dealing at arm's length with such a "specified non-resident shareholder" for purposes of the Income Tax Act (Canada), in each case of this clause (e) other than where the non-arm's length relationship arises, or where such Lender is a "specified non-resident shareholder" of a Canadian Loan Party, as a result of 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 Document.

"Executive Order" means Executive Order No. 13224 of September 23, 2001, entitled Blocking

Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)).

"Existing Letters of Credit" means letters of credit issued under the Pre-Petition ABL Credit Agreement as set forth on Schedule 3.10.

"Extended Term Account" means (a) solely with respect to Accounts owed by Ecolab Inc. (or its Affiliates) and RB Health Manufacturing US LLC (or its Affiliates), any Account with selling terms of more than 90 days but less than or equal to 120 days, and (b) solely with respect to Accounts owed by Glanbia Business Services Inc. and Glanbia Performance Nutrition (or their respective Affiliates), any Account with selling terms of more than 90 days but less than or equal to 135 days.

"Extraordinary Advances" has the meaning specified therefor in Section 3.02(d)(iii).

"Fair Market Value" means, with respect to any asset or property, the price that could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction (as determined in good faith by the senior management or the Board of Directors of the Borrower, Holdings or any Parent Holding Company, whose determination will be conclusive for all purposes under the Loan Documents).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version to the extent such version is substantively comparable and not materially more onerous to comply with), any current or future Treasury Regulations or official administrative interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above), any intergovernmental agreement, treaty or convention among Governmental Authorities (and any related fiscal or regulatory legislation, rules or official practices) implementing the foregoing.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Administrative Agent from three Federal funds brokers of recognized standing selected by it (and, if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

"Fee Letter" means solely the provisions related to the fees and other amounts owing to Wells Fargo under that certain Fee Letter, dated as of the Closing Date, by and among Wells Fargo, the Parent Borrower and the other parties party thereto, with respect to certain fees in connection with the indebtedness relating to the Credit Facility.

"Fees" means all amounts payable pursuant to or referred to in Sections 3.05 and 3.09, and the Fee Letter.

"Final Order" means, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be satisfactory in form and substance to the Administrative Agent in its sole discretion, and from which no appeal or motion to reconsider has been timely filed, or if timely

filed, such appeal or motion to reconsider has been dismissed or denied with no further appeal and the time for filing such appeal has passed (unless Administrative Agent waives such requirement), together with all extensions, modifications, and amendments thereto, in form and substance reasonably satisfactory to the Administrative Agent in its sole discretion; provided that, the Final Order shall include provisions authorizing the Loan Parties to obtain credit, incur (or guarantee) Indebtedness, and grant Liens under this Agreement and the other Loan Documents, as the case may be, and providing for the super-priority status of the Agents' and the Lenders' claims and, in each case, such provisions shall be satisfactory to the Administrative Agent in its sole discretion.

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

"Financial Advisor" means Evercore Group L.L.C., together with any replacement or successor financial advisor retained by the Debtors.

"First Day Orders" means the orders entered by the Bankruptcy Court in respect of first day motions and applications in respect of the Chapter 11 Cases, which shall be reasonably satisfactory in form and substance to the Administrative Agent.

"Fitch" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"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%.

"Foreclosed Borrower" has the meaning set forth in Section 3.17(h).

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

"Foreign Lender" has the meaning set forth in Section 3.15(b).

"Foreign Plan" means any pension plan, benefit plan, fund (including any superannuation fund) or other similar program established, maintained or contributed to by a Loan Party or any of its Subsidiaries primarily for the benefit of employees employed and residing outside the United States or Canada (other than plans, funds or other similar programs that are maintained exclusively by a Governmental Authority).

"Formula Amount" means, as of any date of determination, (i) during the DIP Last-Out Tranche Period, an amount equal to the amount derived under clause (d) of the definition of "Borrowing Base" and

(ii) thereafter, $0.

"FSHCO" means any Subsidiary of Holdings, substantially all of the assets of which consist (directly or indirectly through disregarded entities or partnerships) of Equity Interests (or Equity Interests and indebtedness treated as equity for U.S. federal income tax purposes) in one or more Subsidiaries that are CFCs and/or one or more other FSHCOs.

"FTZ" means a foreign trade zone or special purpose sub-zone established by the U.S. Department of Commerce Foreign Trade Zone Board in accordance with the Foreign Trade Zone Act of 1934.

"Funding Date" means the date on which a Borrowing occurs.

"Funding Losses" has the meaning specified therefor in Section 3.11(b)(ii) of this Agreement.

"GAAP" means generally accepted accounting principles (which, unless specified otherwise by the Borrower to the Administrative Agent, shall be a private company adoption) in the United States of America as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession (but excluding the policies, rules and regulations of the SEC applicable only to public companies). All ratios and computations based on GAAP contained in this Agreement shall be computed in conformity with GAAP.

"Governmental Authority" means any nation or government, any state, province, 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 applicable supranational bodies (such as the European Union or the European Central Bank).

"Guarantee" has the meaning set forth in Section 9.02.

"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 or 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.

"Guaranteed Obligations" has the meaning set forth in Section 9.01.

"Guarantor Joinder Agreement" means an agreement substantially in the form of Exhibit C.

"Guarantors" means, collectively, Holdings, the Borrower, the Subsidiaries of the Borrower listed on Schedule 1, which in any event will include all Subsidiaries that are Debtors as of the Closing Date, and each other Subsidiary of the Borrower that executes and delivers a Guarantee or guarantee supplement pursuant to the Guarantee, Section 7.12 or 7.17, or otherwise (including by becoming a Debtor in the Chapter 11 Cases unless waived by the Administrative Agent in its sole discretion), unless any such Subsidiary of the Borrower has ceased to be a Guarantor pursuant to the terms hereof and, solely for purposes of Article IX with respect to Secured Cash Management Obligations and Secured Swap Obligations, the Borrower. For the avoidance of doubt, except as set forth in the last proviso of the definition of "Excluded Subsidiary", no CFC or FSHCO shall be a Guarantor.

"Hazardous Materials" means all explosive or radioactive substances or wastes, contaminants, pollutants and hazardous or toxic substances, materials or wastes, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, toxic mold, polychlorinated biphenyls, radon gas, and all other toxic substances, materials or wastes regulated pursuant to any Environmental Law due to their deleterious or dangerous properties or characteristics.

"Hedge Agreement" means a "swap agreement" as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

"Hedge Obligations" means any and all obligations or liabilities, whether absolute or contingent, due or to become due, now existing or hereafter arising, of Holdings and its Subsidiaries arising under, owing pursuant to, or existing in respect of Hedge Agreements entered into with one or more of the Hedge Providers.

"Hedge Provider" means (a) Wells Fargo or any of its Affiliates, (b) any Person that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) any Person that is an Agent, a Lender or an Affiliate of an Agent or Lender at the time the applicable Hedge Obligations are incurred, including each of the foregoing in its capacity, if applicable, as a Bank Product Provider.

"Holdings" has the meaning set forth in the preamble hereto.

"Incur" or "incur" means, with respect to any Indebtedness, Capital Stock or Lien, to issue, assume, guarantee, incur or otherwise become liable for such Indebtedness, Capital Stock or Lien, as applicable; provided that any Indebtedness, Capital Stock or Lien of a Person existing at the time such Person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "Incurrence" has a corresponding meaning.

"Indebtedness" means, with respect to any Person, without duplication:

(a) the principal of any indebtedness of such Person, whether or not contingent, (i) in respect of borrowed money, (ii) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof), (iii)

representing the deferred and unpaid purchase price of any property, (iv) in respect of Capitalized Lease Obligations, (v) representing any Swap Agreements, in each case, if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Swap Agreements) would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP, or (vi) obligations under or in respect of receivables financings;

(b) to the extent not otherwise included, any guarantee by such Person of the Indebtedness of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business); and

(c) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person); provided, however, that the amount of such Indebtedness will be the lesser of: (i) the Fair Market Value of such asset on the date such Indebtedness was Incurred or, at the option of such Person, at such date of determination, and (ii) the amount of such Indebtedness of such other Person.

The term "Indebtedness" (x) shall not include any lease, concession or license of property (or guarantee thereof) that would be considered an operating lease under GAAP as in effect on December 31, 2018, (y) shall not include any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practices, or obligations under any license, permit or other approval (or guarantees given in respect of such obligations) Incurred prior to the Closing Date or in the ordinary course of business or consistent with past practices and (z) shall not include Indebtedness of Holdings or any Parent Holding Company appearing on the balance sheet of the Borrower Parties solely by reason of push-down accounting.

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

(i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practices;

(ii) [reserved];

(iii) 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;

(iv) intercompany liabilities that would be eliminated on the consolidated balance sheet of the Borrower Parties;

(v) prepaid or deferred revenue arising in the ordinary course of business;

(vi) Cash Management Services incurred in accordance with the Cash Management Order;

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

(viii) obligations, to the extent such obligations would otherwise constitute Indebtedness, under any agreement that has been defeased or satisfied and discharged pursuant to the terms of such agreement;

(ix) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, deferred compensatory or employee or director equity plans, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage taxes; or

(x) Capital Stock.

"Indemnified Person" has the meaning set forth in Section 12.01.

"Indemnified Taxes" means (a) all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), all Other Taxes.

"Initial Budget" means the thirteen (13) week consolidated weekly operating budget for the period from the Petition Date through the end of such 13-week period in form and substance reasonably acceptable to the Required Lenders, which includes the aggregate principal amount of loans projected to be drawn under the Credit Facility and DIP Term Loan Facility during such period and attached as Annex A hereto. It being agreed that the Initial Budget attached hereto as Annex A is acceptable to the Required Lenders.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law or under any other state, provincial, territorial or federal bankruptcy or insolvency law and affecting the rights of creditors generally, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Intercompany Subordination Agreement" means an intercompany subordination agreement, dated as of the date hereof, by and among the Loan Parties, the Administrative Agent, and the other Persons party thereto, in form and substance reasonably satisfactory to the Administrative Agent.

"Interest Period" means, with respect to any SOFR Loan, a period commencing on the date of the making of such SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Base Rate Loan to a SOFR Loan) and ending 1 month thereafter or, or in the case of SOFR Loans in Dollars, 6 months thereafter, in each case, as selected by the Borrower; provided, that (a) interest shall accrue at the applicable rate based upon Adjusted Term SOFR or Adjusted Term CORRA, as applicable, from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (b) 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, (c) with respect to an 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), the Interest Period shall end on the last Business Day of the calendar month that is 1 month after the date on which the Interest Period began, as applicable, (d) Borrower may not elect an Interest Period which will end after the Maturity Date and (e) no tenor that has been removed from this definition pursuant to Section 3.11(d)(iii)(D) shall be available for specification in any SOFR Notice or conversion or continuation notice. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interim Order" means, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after an interim hearing (assuming satisfaction of the standard prescribed in Section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to the Administrative Agent in

its sole discretion; provided that the Interim Order shall include provisions authorizing, on an interim basis, the Loan Parties to execute and perform under the terms of this Agreement and the other Loan Documents and, in each case, such provisions shall be satisfactory to the Administrative Agent in its sole discretion. For the avoidance of doubt on the Closing Date, all references to the Interim Order shall be to that certain *Interim Order (I) Authorizing the Debtors to (A) to Obtain Post-Petition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing and (V) Granting Related Relief,* Docket No. [__].

"Interim Order Entry Date" means the date on which the Interim Order is entered by the Bankruptcy Court, which date was [_____].

"Inventory" means inventory (as that term is defined in the UCC).

"Inventory Fees" has the meaning set forth in the definition of "Reserves".

"Investment" means, with respect to any Person, (i) all investments by such Person in other Persons (including Affiliates) in the form of (a) loans (including guarantees of Indebtedness), (b) advances or capital contributions (excluding accounts receivable, credit card and debit card receivables, trade credit and advances or other payments made to customers, dealers, suppliers and distributors and payroll, commission, travel and similar advances to officers, directors, managers, employees consultants and independent contractors made in the ordinary course of business), and (c) purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any such other Person and (ii) investments that are required by GAAP to be classified on the balance sheet of the Borrower Parties in the same manner as the other investments included in clause (i) of this definition to the extent such transactions involve the transfer of cash or other property, provided that Investments shall not include, in the case of the Borrower Parties, 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. If any Borrower Party sells or otherwise disposes of any Equity Interests of any Borrower Party, or any Borrower Party issues any Equity Interests, in either case, such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Borrower, the Borrower shall be deemed to have made an Investment on the date of any such sale or other disposition equal to the Fair Market Value of the Equity Interests of and all other Investments in such Borrower Party retained. In no event shall a guarantee of an operating lease of any Borrower Party be deemed an Investment.

The amount of any Investment outstanding at any time (including for purposes of calculating the amount of any Investment outstanding at any time under any provision of Section 8.05 and otherwise determining compliance with such covenant) shall be the original cost of such Investment (determined, in the case of any Investment made with assets of any Borrower Party, based on the Fair Market Value of the assets invested and without taking into account subsequent increases or decreases in value), reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash by any Borrower Party in respect of such Investment and shall be net of any Investment by such Person in any Borrower Party.

"Investment Grade Account Debtor" means an Account Debtor listed on Schedule E-1 (as such list may be updated from time to time by Parent Borrower by prior written notice to Administrative Agent), that, at any time of determination, has a corporate credit rating equal to or higher than Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by S&P.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's, BBB- (or the equivalent) by S&P and BBB- (or the equivalent) by Fitch, or an equivalent rating

by any other Rating Agency.

"Investment Grade Securities" means:

(1) securities issued or directly guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents),

(2) securities that have an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Borrower and its Subsidiaries,

(3) investments in any fund that invests at least 90.0% of its assets in investments of the type described in clauses (1) and (2) above and clause (4) below which fund may also hold immaterial amounts of cash pending investment and/or distribution, and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition.

"IP Rights" has the meaning specified therefor in Section 5.16.

"IP Security Agreement" means, individually and collectively, the intellectual property security agreement substantially in the form of Exhibit B to the Security Agreement, dated the date of this Agreement, together with each other intellectual property security agreement or IP Security Agreement Supplement executed and delivered pursuant to Section 7.12, Section 7.14 or Section 7.17.

"IP Security Agreement Supplement" means, collectively, any intellectual property security agreement supplement entered into in connection with, and pursuant to the terms of, any IP Security Agreement.

"IRS" means the U.S. Internal Revenue Service.

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

"ISP" means, with respect to any Letter of Credit, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by the Issuing Lender for use.

"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 Borrower in favor of Issuing Lender or Canadian Underlying Issuer and relating to such Letter of Credit.

"Issuing Lender" means Wells Fargo and any other Lender that, at the request of Borrower and with the consent of Administrative Agent (such consent not to be unreasonably withheld, delayed or conditioned), agrees, in such Lender's sole discretion, to become an Issuing Lender or agrees to issue Canadian Reimbursement Undertakings for the purpose of issuing or facilitating the issuance of Letters of Credit pursuant to Section 3.10 and the Issuing Lender shall be a Lender.

"joint venture" means any joint venture or similar arrangement (in each case, regardless of legal

formation), including but not limited to collaboration arrangements, profit sharing arrangements or other contractual arrangements.

"Judgment Currency" has the meaning specified in Section 12.27.

"LC Fee Letter Agreement" means that certain WFCF Fee Letter (Letters of Credit), dated as of the Closing Date, as amended from time to time, among Borrowers and Wells Fargo, as Issuing Lender, in form and substance reasonably satisfactory to Wells Fargo.

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

"Lead Arranger" means the Lead Arranger listed on the cover page hereof.

"Legal Reservations" means with respect to any Non-North American Loan Party:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court, the limitation of enforcement by laws relating to insolvency, bankruptcy, liquidation, judicial management, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and similar principles or limitations under the laws of any applicable jurisdiction;

(b) the time barring of claims under applicable limitation laws, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defenses of set-off or counterclaim and similar principles or limitations under the laws of any applicable jurisdiction;

(c) any general principles, reservations or qualifications, in each case as to matters of law as set out in any legal opinion delivered to the Administrative Agent in connection with any provision of any Loan Document;

(d) the principle that any additional interest imposed under any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(e) the principle that in certain circumstances security granted by way of fixed charge may be characterized as a floating charge or that security purported to be constituted by way of an assignment may be recharacterized as a charge;

(f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;

(g) the principle that the creation or purported creation of security over any contract or agreement which is subject to a prohibition against transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach entitling the contracting party to terminate or take any other action in relation to such contract or agreement;

(h) provisions of a contract being invalid or unenforceable for reasons of oppression or undue influence; and

(i) similar principles, rights and defenses under the laws of any relevant jurisdiction.

"Lender" means the banks, financial institutions and other Persons from time to time party to this Agreement as lenders, and shall include the Revolving Lenders, the Issuing Lender and the Swing Lender, and shall also include any other Person made a party to this Agreement pursuant to the provisions of Section 12.04 and "Lenders" means each of the Lenders or any one or more of them.

"Lender Group" means each of the Lenders (including Issuing Lender and the Swing Lender) and Administrative Agent, or any one or more of them.

"Lender Group Expenses" means all (a) costs or expenses (including taxes (other than income taxes imposed on the Lender Group) and insurance premiums) required to be paid by Holdings or its Subsidiaries under any of the Loan Documents that are paid, advanced, or incurred by the Lender Group, (b) reasonable and documented out-of-pocket fees or charges paid or incurred by any Agent in connection with the Lender Group's transactions with Holdings and its Subsidiaries under any of the Loan Documents, any Order, or any transaction contemplated hereby or thereby, including, photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees, publication, real estate surveys, real estate title policies and endorsements, and environmental audits, (c) Administrative Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP searches related to Holdings or its Subsidiaries, (d) Administrative Agent's customary fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of Borrower (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, (e) customary charges imposed or incurred by Administrative Agent resulting from the dishonor of checks payable by or to any Loan Party, (f) reasonable and documented out-of-pocket costs and expenses paid or incurred by the Lender Group to correct any default or enforce any provision of the Loan Documents, or during the continuance of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (g) field examination, appraisal, and valuation fees and expenses of Administrative Agent related to any field examinations, appraisals, or valuation to the extent of the fees and charges (and up to the amount of any limitation) provided in Section 3.09, (h) Agents' and Lenders' reasonable and documented costs and out-of-pocket expenses (including reasonable and documented fees and expenses of Administrative Agent's Advisors) which shall be limited to: (x) one counsel (and one local counsel in each relevant jurisdiction and one special counsel in each reasonably necessary specialty area) to the Agents, (y) one additional counsel (and one local counsel in each relevant jurisdiction) to the Lenders, and (z) in the case of a conflict of interest, one additional counsel for each affected Lender, relative to third party claims or any other lawsuit or adverse proceeding paid or incurred, whether in enforcing or defending the Loan Documents or otherwise in connection with the transactions contemplated by the Loan Documents, Collateral Agent's Liens in and to the Collateral, or the Lender Group's relationship with Holdings or any of its Subsidiaries, (i) Agents' reasonable and documented costs and expenses (including reasonable and documented fees and expenses of Administrative Agent's Advisors, and due diligence expenses, which shall be limited to: one counsel (and one local counsel in each relevant jurisdiction and one special counsel in each reasonably necessary specialty area) to the Agents) incurred in advising, structuring, drafting, reviewing, administering (including travel, meals, and lodging), or amending, waiving, or modifying the Loan Documents or otherwise in connection with any Order, or transaction contemplated hereby or thereby or in connection with Chapter 11 Cases or Successor Cases, (j) Agents' and each Lender's reasonable and documented costs and expenses (including reasonable and documented fees and expenses of Administrative Agent's Advisors) incurred in terminating, enforcing (including fees and expenses of Administrative Agent's Advisors incurred in connection with a "workout," a "restructuring," or an Insolvency Proceeding concerning Holdings or any of its Subsidiaries or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether a lawsuit or other adverse

proceeding is brought, or in taking any enforcement action or any Remedial Action with respect to the Collateral, provided, however, that with respect to Lender Group Expenses, Agents and the Lenders shall be entitled to reimbursement for no more than: (x) one counsel (and one local counsel in each relevant jurisdiction and one special counsel in each reasonably necessary specialty area) for the Agents, (y) one additional counsel (and one local counsel in each relevant jurisdiction) for the Lenders, and (z) in the case of a conflict of interest, one additional counsel for each affected Lender, provided, further, that the Loan Parties shall not be liable for any reimbursing any such legal fees to the extent they arise from disputes arising solely among the Lenders (except for any dispute arising against any Agent solely in such capacity).

"Letter of Credit" means a letter of credit issued by Issuing Lender or a letter of credit issued by a Canadian Underlying Issuer, as the context requires.

"Letter of Credit Collateralization" means either (a) providing cash collateral (pursuant to documentation reasonably satisfactory to Collateral Agent (including that Collateral Agent has a first priority perfected Lien in such cash collateral), including provisions that specify that the Letter of Credit Fees and all commissions, fees, charges and expenses set forth in this Agreement (including all fronting fees) will continue to accrue while the Letters of Credit are outstanding) to be held by Collateral Agent for the benefit of those Lenders with a Revolver Commitment in an amount equal to 103% of the then existing Letter of Credit Usage (or 110% of the then existing Letter of Credit Usage with respect to Canadian Letters of Credit or foreign currency denominated Letters of Credit), (b) delivering to Collateral Agent documentation executed by all beneficiaries under the Letters of Credit or related Canadian Reimbursement Undertakings, in form and substance reasonably satisfactory to Collateral Agent and Issuing Lender, terminating all of such beneficiaries' rights under the Letters of Credit, or (c) providing Collateral Agent with a standby letter of credit, in form and substance reasonably satisfactory to Collateral Agent, from a commercial bank acceptable to Collateral Agent (in its sole discretion) in an amount equal to 103% of the then existing Letter of Credit Usage (or 110% of the then existing Letter of Credit Usage with respect to Canadian Letters of Credit or foreign currency denominated Letters of Credit) (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 or Canadian Reimbursement Undertakings 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 Disbursement" means a payment made by Issuing Lender pursuant to a Letter of Credit or Canadian Reimbursement Undertaking.

"Letter of Credit Exposure" means, as of any date of determination with respect to any Lender, such Lender's Pro Rata Share of the Letter of Credit Usage on such date.

"Letter of Credit Fee" has the meaning specified therefor in Section 3.05(b).

"Letter of Credit Indemnified Costs" has the meaning specified therefor in Section 3.10(f).

"Letter of Credit Related Person" has the meaning specified therefor in Section 3.10(f).

"Letter of Credit Sublimit" means, at any time, an amount equal to the lesser of (a) a Dollar Amount of $20,000,000, as such amount may be adjusted hereunder from time to time and (b) the aggregate amount of the Revolver Commitments as in effect at such time. The Letter of Credit Sublimit is part of, and not in addition to, the Credit Facility. The Canadian Letter of Credit Sublimit is part of, and not in addition to, the Letter of Credit Sublimit.

"Letter of Credit Usage" means, as of any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit, *plus* (b) the aggregate amount of outstanding

reimbursement obligations (including pursuant to Canadian Reimbursement Undertakings) with respect to Letters of Credit which remain unreimbursed or which have not been paid through a Revolving Loan.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the UCC or the PPSA (or equivalent or similar statutes) of any jurisdiction); provided that in no event shall (x) an operating lease or (y) an agreement to sell or non-exclusive license of IP Rights, in each case, be deemed to constitute a Lien.

"Line Cap" means, as of any date of determination, the lesser of (i) the aggregate Commitments of the Lenders at such time and (ii) the Borrowing Base at such time.

"Liquidity" means, as of any date of determination, the sum of Availability and Qualified Cash.

"Loan" means any Revolving Loan, Swing Loan, Extraordinary Advance made (or to be made) hereunder.

"Loan Account" has the meaning specified therefor in Section 3.08.

"Loan Documents" means (i) this Agreement, (ii) any Borrowing Base Certificate, (iii) the Control Agreements, (iv) the Fee Letter, (v) the Letters of Credit and Canadian Reimbursement Undertakings, (vi) the Security Agreement, (vii) the Exit ABL Commitment Letter, (viii) any other intercreditor agreement required to be entered into pursuant to the terms of this Agreement, (ix) each other Security Document, (x) any Issuer Document, (xi) any note or notes executed by Borrower in connection with this Agreement and payable to any member of the Lender Group, (xii) the Intercompany Subordination Agreement, (xiii) the LC Fee Letter Agreement, (xiv) the Orders, (xv) all Approved Budgets, (xvi) all Budget Variance Reports, and (xvii) any other agreement entered into, now or in the future, by any Loan Party or Subsidiary thereof and Administrative Agent or any member of the Lender Group in connection with this Agreement. For the avoidance of doubt, Secured Swap Agreements, Bank Product Agreements, Cash Management Agreements and other documents evidencing Cash Management Obligations do not constitute Loan Documents hereunder.

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

"Margin Stock" has the meaning assigned to such term in Regulation U of the Board as from time to time in effect.

"Material Adverse Effect" means a material adverse effect on (i) the business, financial condition, or results of operations of the Borrower Parties, taken as a whole, (ii) the ability of the Loan Parties (taken as a whole) to perform their respective obligations under the Loan Documents, or (iii) the rights or remedies of the Agents or the Lenders under the Loan Documents (taken as a whole) (other than, in the case of this clause (iii), solely as a result of any action taken by the Agents or the Lenders (excluding any action against any Agent or Lender taken by Holdings, the Borrower, their respective Subsidiaries or their respective Affiliates)); *provided* that Material Adverse Effect shall expressly exclude the effect of (A) the filing of the Chapter 11 Cases, the events and conditions resulting from or leading up thereto and/or typically resulting from the filing of cases under chapter 11 of the Bankruptcy Code, (B) any action required to be taken under the Loan Documents or the Orders, (C) any matters (including, for the avoidance of doubt, any litigation) disclosed in the Schedules hereto and/or publicly disclosed in any first day pleadings or declarations filed in the Chapter 11 Cases, and (D) any matters publicly disclosed prior to the filing of the Chapter 11 Cases.

"Material Intellectual Property" means any intellectual property that is material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

"Material Real Property" means any parcel of real property (other than a parcel with a Fair Market Value (determined at the time of the acquisition thereof) of less than $1,000,000 and other than a parcel constituting Excluded Property) owned in fee by a Loan Party and located in the United States; *provided*, *however*, that one or more parcels owned in fee by a Loan Party and located adjacent to, contiguous with, or in close proximity to, and comprising one property with a common street address, may, in the reasonable discretion of the Administrative Agent, be deemed to be one parcel for purposes of this definition.

"Maturity Date" means the earlier of (a) [_____][1], 2026, (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 date of the acceleration of the Loans and the termination of the commitment to make Loans hereunder in accordance with the terms hereof, and (d) the date of the consummation of a sale of all or substantially all of the Debtors' assets pursuant to Section 363 and/or 365 of the Bankruptcy Code.

"Maximum Rate" has the meaning given to that term in Section 12.18.

"Maximum Revolver Amount" means $100,000,000, decreased by the amount of reductions in the Revolver Commitments made in accordance with this Agreement and increased by the amount of any increase made in accordance with this Agreement.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Mortgage" means, collectively, the deeds of trust, trust deeds and mortgages in respect of Mortgaged Properties made by the Loan Parties in favor or for the benefit of the Collateral Agent on behalf of the Secured Parties in form and substance reasonably satisfactory to the Administrative Agent, in each case as the same may be amended, amended and restated, extended, supplemented, substituted or otherwise modified from time to time.

"Mortgaged Property" means the parcels of real property identified on Schedule 5.08 and any other Material Real Property with respect to which a Mortgage is required pursuant to Section 7.12.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, to which any Loan Party makes or is obligated to make contributions or has any liability or any obligation to contribute, whether fixed or contingent, including on account of an ERISA Affiliate.

"Natural Person" means (a) any natural person or (b) a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of one or more natural person.

"Net Liquidation Percentage" means, with respect to Inventory, the percentage of the book value of the Borrower's Inventory that is estimated to be recoverable in an orderly liquidation of such Inventory net of all associated costs and expenses of such liquidation, such percentage to be as determined from time to time by an appraisal company selected by the Administrative Agent.

[1] NTD: To be six-month anniversary of closing date.

"Net Worth" has the meaning set forth in Section 9.09.

"Non Bank Certificate" has the meaning set forth in Section 3.15(b)(iv).

"Non Defaulting Lender" means and include each Lender, other than a Defaulting Lender.

"Non-Guarantor Subsidiary" means any Subsidiary of the Parent Borrower that is not a Borrower or a Guarantor.

"Non-North American Jurisdiction" means any jurisdiction other than Canada or any province or territory thereof and the United States or any state of the United States or the District of Columbia (and, for the avoidance of doubt, excluding Puerto Rico or any territory of the United States).

"Non-North American Loan Party" means each Loan Party organized in a Non-North American Jurisdiction.

"Non-U.S. Subsidiary" means any direct or indirect Subsidiary of the Borrower that is not a U.S. Subsidiary.

"Notes" has the meaning set forth in Section 3.04(b).

"Notice of Borrowing" has the meaning set forth in Section 3.02(a).

"Notice Office" means the office of the Administrative Agent as set forth on Schedule II or such other office as the Administrative Agent may hereafter designate in writing as such to the other parties hereto.

"NPL" means the National Priorities List under CERCLA.

"Obligations" means (a) all loans (including the Revolving Loans (inclusive of Extraordinary Advances and Swing Loans)), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), reimbursement or indemnification obligations with respect to outstanding Letters of Credit including Canadian Reimbursement Undertakings (irrespective of whether contingent), premiums, liabilities (including all amounts charged to the Loan Account pursuant to this Agreement), obligations (including indemnification obligations), fees (including the fees provided for in the Fee Letter and the Exit ABL Commitment Letter), Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, and all covenants and duties of any other kind and description owing by any Loan Party pursuant to or evidenced by this Agreement or any of the other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts that any Loan Party is required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents, (b) all debts, liabilities, or obligations (including reimbursement obligations, irrespective of whether contingent) owing by any Loan Party to a Canadian Underlying Issuer now or hereafter arising from or in respect of Canadian Underlying Letters of Credit, and (c) all Bank Product Obligations; provided, that anything to the contrary contained in the foregoing notwithstanding, the Obligations shall exclude any Excluded Swap Obligations. Any reference in this Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding, including the Chapter 11

Cases.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Order" means the Interim Order or the Final Order, as the context may require.

"Organizational Document" means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction) or any stockholder(s) agreement, (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating or limited liability company agreement (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction) and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, trust or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Connection Taxes" means with respect to any Lender or the Administrative Agent, as applicable, Taxes imposed as a result of a present or former connection between such Lender or the Administrative Agent, as applicable, and the jurisdiction imposing such Tax (other than connections arising from such Lender or the Administrative Agent, as applicable, 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, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes that are imposed with respect to an assignment.

"Overadvance" means, as of any date of determination, that the Revolver Usage is greater than any of the limitations set forth in Section 3.01 or Section 3.10.

"Parent Borrower" has the meaning set forth in the preamble hereto.

"Parent Holding Company" means any direct or indirect parent entity of Holdings which holds directly or indirectly 100.0% of the Equity Interests of Holdings and which does not hold Capital Stock in any other Person (except for any other Parent Holding Company).

"Participant" has the meaning set forth in Section 12.04(a)(v).

"Participant Register" has the meaning set forth in Section 12.04(a)(ix).

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56 (signed into law October 26, 2001), as amended by the USA PATRIOT Improvement and Reauthorization Act, Pub. L. 109-177 (signed into law March 9, 2006) (as amended from time to time).

"Payment Recipient" has the meaning assigned to it in Section 11.15(a).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Funding Rules" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Plans and set forth in Section 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"Periodic Term SOFR Determination Day" has the meaning specified therefore in the definition of "Term SOFR".

"Permitted Debt" has the meaning specified in Section 8.01.

"Permitted Discretion" means the Administrative Agent's reasonable credit judgment (from the perspective of an asset-based lender), exercised in good faith, and with respect to establishing reserves, in accordance with customary business practices for similar asset based lending facilities, based upon its consideration of any factor that it reasonably believes could materially adversely affect the quantity, quality, mix or value of Collateral (including any applicable laws that may inhibit collection of a receivable), the enforceability or priority of the Collateral Agent's Liens thereon, or the amount that the Administrative Agent, the Lenders or the Issuing Lender could receive in liquidation of any Collateral.

"Permitted Holders" means the Sponsor.

"Permitted Investments" means:

(1) any Investment in cash and Cash Equivalents or Investment Grade Securities and Investments that were Cash Equivalents or Investment Grade Securities when made;

(2) any Investment in any Loan Party;

(3) any Investments by Non-Loan Party Subsidiaries in other Non-Loan Party Subsidiaries, in each case in the ordinary course of business; *provided*, that this clause (3) shall not permit Investments made by any Non-Loan Party Subsidiary that is a Debtor in any Non-Loan Party Subsidiary that is not a Debtor;

(4) [reserved];

(5) any Investment in securities or other assets received in connection with an Asset Sale made pursuant to Section 8.04;

(6) any Investment (x) existing on the Petition Date and listed on Schedule 8.05, (y) made pursuant to binding commitments in effect on the Petition Date and listed on Schedule 8.05, or (z) that replaces, refinances, refunds, renews, modifies, amends or extends any Investment described under either of the immediately preceding clauses (x) or (y); *provided* that any such Investment is in an amount that does not exceed the amount replaced, refinanced, refunded, renewed, modified, amended or extended, except as independently permitted under another clause of this definition;

(7) loans and advances to, or guarantees of Indebtedness of, employees, directors, officers, managers, consultants or independent contractors, in each case, in the ordinary course of business; provided that loans and advances, or guarantees of Indebtedness shall not exceed an aggregate amount, taken together with all other Investments made pursuant to this clause (7) that are at the time outstanding, not in excess of $500,000 outstanding at any one time in the aggregate;

(8) loans and advances to officers, directors, employees, managers, consultants and independent contractors for business related travel and entertainment expenses, moving and relocation expenses and other similar expenses, in each case in the ordinary course of business;

(9) any Investment (x) acquired by any Borrower Party (a) in exchange for any other Investment or accounts receivable held by the Borrower or any such Borrower Party in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization by the Borrower or any such Borrower Party of such other Investment or accounts receivable, or (b) as a result of a foreclosure or other remedial action by any Borrower Party with respect to any Investment or other transfer of title with respect to any Investment in default and (y) received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of any Borrower Party, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer, or (B) litigation, arbitration or other disputes;

(10) Swap Agreements and Cash Management Services permitted under Section 8.01(j), including any payments in connection with the termination thereof;

(11) [reserved];

(12) so long as no Event of Default has occurred and is continuing, additional Investments by any Borrower Party in an aggregate amount, taken together with all other Investments made pursuant to this clause (12) that are at the time outstanding, not to exceed $8,000,000 outstanding at any one time in the aggregate;

(13) any transaction to the extent it constitutes an Investment that is permitted and made in accordance with the provisions of Section 7.18(b) (except transactions described in clause (2) of such Section 7.18(b));

(14) [reserved];

(15) [reserved];

(16) Investments consisting of purchases or acquisitions of inventory, supplies, materials and equipment or purchases, acquisitions, in-bound licenses or sublicenses, leases or subleases of intellectual property, or other rights or assets, in each case in the ordinary course of business;

(17) [reserved];

(18) Investments consisting of (v) Liens permitted under Section 8.02, (w) Indebtedness (including guarantees) permitted under Section 8.01, (x) mergers, amalgamations, consolidations and transfers of all or substantially all assets permitted under Section 8.03, (y) Asset Sales permitted under Section 8.04, or (z) Restricted Payments permitted under Section 8.05;

(19) to the extent constituting an Investment, advances in respect of transfer pricing and cost-sharing arrangements (i.e., "cost-plus" arrangements) that are in the ordinary course of business;

(20) guarantees of Indebtedness permitted to be Incurred under Section 8.01 and obligations relating to such Indebtedness and guarantees (other than guarantees of Indebtedness) and other Contingent Obligations in the ordinary course of business;

(21) advances, loans or extensions of trade credit in the ordinary course of business by any Borrower Party;

(22) Investments consisting of purchases and acquisitions of assets (but not Capital Stock of any other Person) or services in the ordinary course of business;

(23) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers;

(24) intercompany current liabilities owed to joint ventures Incurred in the ordinary course of business in connection with the cash management operations of the Borrower and its Subsidiaries;

(25) [reserved];

(26) the Transactions;

(27) accounts receivable, security deposits and prepayments and other credits granted or made in the ordinary course of business and any Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and others, including in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, such account debtors and others, in each case in the ordinary course of business;

(28) Investments acquired as a result of a foreclosure by any Borrower Party with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;

(29) Investments resulting from pledges and deposits that are Permitted Liens;

(30) acquisitions of obligations of one or more officers or other employees of any direct or indirect parent of the Borrower, the Borrower or any Subsidiary of the Borrower in connection with such officer's or employee's acquisition of Equity Interests of any direct or indirect parent of the Borrower, so long as no cash is actually advanced by any Borrower Party to such officers or employees in connection with the acquisition of any such obligations;

(31) guarantees of operating leases (for the avoidance of doubt, excluding Capitalized Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case, entered into by any Borrower Party in the ordinary course of business;

(32) [reserved];

(33) non-cash Investments made in connection with tax planning and reorganization activities; and

(34) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client and customer contracts and loans or advances made to, and guarantees with respect to obligations of, distributors, suppliers, licensors and licensees in the ordinary course of business.

Notwithstanding anything to the contrary herein, any Investments made by the Parent Borrower, Holdings or any of its Subsidiaries in Vanga Plastics after the Closing Date shall not constitute Permitted Investments and shall constitute Restricted Investments.

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

(1) Liens (i) Incurred in connection with workers' compensation laws, unemployment insurance laws or similar legislation, or in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or to secure public or statutory obligations of such Person or to secure surety, stay, customs or appeal bonds to which such Person is a party, or as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business or (ii) to provide "adequate assurances of payment" as that term is used in section 366 of the Bankruptcy Code;

(2) Liens imposed by law, such as carriers', warehousemen's, landlords', materialmen's, repairman's, construction contractors', mechanics', airports', navigation authority's or other like Liens, in each case for sums arising after the Petition Date that are not yet overdue by more than 60 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review (or which, if due and payable, are being contested in good faith by appropriate proceedings and for which adequate reserves are being maintained, to the extent required by GAAP) or with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect as determined in good faith by management of the Borrower or a direct or indirect parent of the Borrower;

(3) Liens for Taxes, assessments or other governmental charges or levies (i) which are not yet overdue for a period more than 60 days, (ii) which are not yet due or payable, (iii) which are being contested in good faith by appropriate proceedings and for which adequate reserves are being maintained to the extent required by GAAP, (iv) for property Taxes on property such Person or one of its Subsidiaries has determined to abandon if the sole recourse for such Tax, assessment, charge, levy or claim is to such property, (v) Liens arising from the nonpayment of Taxes, the nonpayment of which is permitted or required by the Bankruptcy Code, or (vi) with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect as determined in good faith by management of the Borrower or a direct or indirect parent of the Borrower;

(4) Liens in favor of the issuers of performance and surety bonds, bid, indemnity, warranty, release, appeal or similar bonds or with respect to regulatory requirements or letters of credit or bankers' acceptances issued and completion of guarantees provided for, in each case, pursuant to the request of and for the account of such Person in the ordinary course of its business;

(5) as to real property of such Person, survey exceptions, encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights-of-way, servitudes, sewers, electric lines, drains, telegraph and telephone and cable television lines, gas and oil pipelines and other similar purposes, reservations of rights or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which do not in the aggregate materially adversely interfere with the ordinary conduct of the business of such Person;

(6) Liens Incurred to secure obligations in respect of Indebtedness permitted to be Incurred pursuant to Section 8.01(a) or (d) and obligations secured ratably thereunder, in each case, subject to the Orders; *provided* that, in the case of Liens securing Indebtedness permitted to be incurred pursuant to Section 8.01(d), such Lien extends only to the fixed or capital assets subject to the acquisition, lease, construction, repair, replacement or improvement of which is financed thereby and any replacements, additions and accessions thereto and any income or profits thereof; *provided*, *further*, that individual financings provided by a lender may be cross collateralized to other financings provided by such lender or its affiliates; *provided*, *further*, that, in the event that the Liens incurred pursuant to this clause (6) (with respect to Indebtedness Incurred pursuant to Section 8.01(d)) are secured by Liens on any ABL Priority Collateral, then such Liens shall rank on a junior basis with Liens on the ABL Priority Collateral securing

the Obligations, and such Indebtedness shall be subject to the Pre-Petition ABL/Term Loan Intercreditor Agreement or other Applicable Intercreditor Arrangements;

(7) Liens on assets of any Borrower Party existing on the Petition Date (i) securing Pre-Petition Secured Indebtedness or (ii) listed on Schedule 8.02; *provided* that such Lien does not secure any obligation other than those it secured on the Petition Date;

(8) Liens granted pursuant to any Order (including Liens granted to provide adequate protection and the Carve Out);

(9) [reserved];

(10) [reserved];

(11) Liens securing Swap Agreements Incurred in accordance with Section 8.01;

(12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit entered into in the ordinary course of business issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) [reserved];

(14) Liens arising from, or from UCC or PPSA financing statement filings regarding, operating leases or consignments entered into by any Borrower Party in the ordinary course of business;

(15) Liens in favor of the Borrower or any Subsidiary Guarantor; *provided* that if any such Liens attach to any ABL Priority Collateral, such Liens shall rank on a junior basis with Liens on the ABL Priority Collateral securing the Obligations, and such obligations secured by such other Liens shall be subject to the Intercompany Subordination Agreement;

(16) [reserved];

(17) deposits made or other security provided in the ordinary course of business to secure liability to insurance carriers or under self-insurance arrangements in respect of such obligations;

(18) [reserved];

(19) grants of software, technology and other intellectual property licenses, in each case in the ordinary course of business;

(20) post-petition judgment and attachment Liens not giving rise to an Event of Default pursuant to Section 10.01(f), (g) or (h) and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(21) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(22) Liens Incurred to secure Cash Management Obligations and other "bank products" (including those described in Sections 8.01(j));

(23) [reserved];

(24) [reserved];

(25) other Liens securing obligations (other than Indebtedness for borrowed money) in an aggregate principal amount of which does not exceed $7,000,000 at any one time outstanding; *provided* that, in the event that the Liens incurred pursuant to this clause (25) are secured by Liens on any ABL Priority Collateral, then such Liens shall rank on a junior basis with Liens on the ABL Priority Collateral securing the Obligations, and such Indebtedness shall be subject to the Pre-Petition ABL/Term Loan Intercreditor Agreement or other applicable intercreditor arrangements acceptable to the Administrative Agent;

(26) [reserved];

(27) Liens on equipment of any Borrower Party granted in the ordinary course of business to any Borrower Party's client at which such equipment is located;

(28) any Liens securing obligations incurred pursuant to Section 8.01(b) that are subject to the Pre-Petition ABL/Term Loan Intercreditor Agreement and Order;

(29) [reserved];

(30) 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 and exportation of goods in the ordinary course of business;

(31) Liens (i) of a collection bank arising under Section 4-210 of the UCC, or any comparable or successor provision, on items in the course of collection; (ii) attaching to pooling, commodity trading accounts or other commodity brokerage accounts Incurred in the ordinary course of business; and (iii) in favor of banking or other financial institutions or entities, or electronic payment service providers, arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking or finance industry;

(32) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other Persons not given in connection with the issuance of Indebtedness; (ii) relating to pooled deposit or sweep accounts of any Borrower Party to permit satisfaction of overdraft or similar obligations Incurred in the ordinary course of business of any Borrower Party; or (iii) relating to purchase orders and other agreements entered into with customers of any Borrower Party in the ordinary course of business;

(33) any encumbrance or restriction (including put and call arrangements) with respect to Equity Interests of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(34) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto; provided that such financing is approved by the Bankruptcy Court pursuant to an order reasonably satisfactory to the Administrative Agent;

(35) [reserved];

(36) [reserved];

(37) [reserved];

(38) Liens arising solely by virtue of any statutory or common law provision or customary business provision relating to banker's liens, rights of set-off or similar rights;

(39) Liens on cash collateral in respect of letters of credit entered into in the ordinary course of business and Liens on cash collateral granted in favor of any lender created as a result of any requirement or option to cash collateralize pursuant to any Loan Documents;

(40) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;

(41) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents under clause (4) of the definition thereof;

(42) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts Incurred in the ordinary course of business and not for speculative purposes;

(43) rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by any Borrower Party or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(44) restrictive covenants affecting the use to which real property may be put; *provided* that such covenants are complied with;

(45) security given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of business;

(46) zoning by-laws and other land use restrictions, including, without limitation, site plan agreements, development agreements and contract zoning agreements;

(47) [reserved];

(48) Liens granted pursuant to any Order (including Liens granted to provide adequate protection and the Carve Out); and

(49) Liens on cash and Cash Equivalents to secure reimbursement obligations in favor of credit card issuers in the ordinary course of business.

For all purposes hereunder, (w) a Lien need not be Incurred solely by reference to one category of Permitted Liens described in this definition but may be Incurred under any combination of such categories (including in part under one such category and in part under any other such category), and (x) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Borrower may, in its sole discretion, classify or reclassify such Lien (or any portion thereof) in any manner that complies with this definition.

"Permitted Tax Amount" means, for any taxable period for which the Borrower or any of its Subsidiaries is a member (or is an entity treated as disregarded from a member) of a group filing a consolidated, group, affiliate, unitary, combined, or similar tax return with any direct or indirect parent of the Borrower for federal, state, foreign, provincial or local income or similar Tax purposes, any dividends

or other distributions to fund any such income or similar Taxes of such group for which such parent is liable up to an aggregate amount not to exceed with respect to such Taxes the amount of any such Taxes that the Borrower and its applicable Subsidiaries would have been required to pay for such taxable period on a separate company basis or on a consolidated basis if the Borrower had paid such Tax on a separate company basis or the Borrower and its applicable Subsidiaries had paid such Tax on a consolidated, combined, group, affiliated, unitary or similar basis on behalf of a consolidated, combined, affiliated, unitary or similar group consisting only of the Borrower and its applicable Subsidiaries for all applicable taxable periods.

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

"Petition Date" has the meaning given to such term in the Recitals.

"Plan" means any "employee benefit plan" (other than a Multiemployer Plan) within the meaning of Section 3(3) of ERISA that is maintained or is contributed to by a Loan Party or under which any Loan Party has any liability, including on account of an ERISA Affiliate, or any obligation to contribute to, whether fixed or contingent, and, in any case, is subject to Title IV of ERISA or the minimum funding standards under Section 412 of the Code or Section 302 of ERISA.

"Plan Effective Date" means the date of the substantial consummation (as defined in section 1101(2) of the Bankruptcy Code, which for purposes hereof shall be no later than the effective date) of an Acceptable Plan of Reorganization.

"Platform" has the meaning set forth in Section 7.02.

"Pledged Debt" means "Pledged Debt" (or similar term) as defined in the Security Agreement.

"Pledged Interests" means "Pledged Interests" (or similar term) as defined in the Security Agreement.

"Post-Petition" means the time period commencing immediately upon the filing of the applicable Chapter 11 Case.

"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.

"Preferred Stock" means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution or winding up.

"Pre-Petition" means the time period ending immediately prior to the filing of the Chapter 11 Cases.

"Pre-Petition ABL Agent" has the meaning set forth in the Recitals.

"Pre-Petition ABL Bank Product Obligations" means Pre-Petition ABL Obligations in respect of "Bank Product Obligations" under, and as defined in, the Pre-Petition ABL Credit Agreement.

"Pre-Petition ABL Credit Agreement" has the meaning set forth in the Recitals.

"Pre-Petition ABL Loan Documents" means the "Loan Documents" as defined in the Pre-Petition ABL Credit Agreement.

"Pre-Petition ABL L/C Obligations" means the Pre-Petition ABL Obligations in respect of the "Letters of Credit" under, and as defined in, the Pre-Petition ABL Credit Agreement and interest, expenses, fees and other sums payable in respect thereof under the Pre-Petition ABL Loan Documents.

"Pre-Petition ABL Lenders" has the meaning set forth in the Recitals.

"Pre-Petition ABL Obligations" means all "Obligations" as defined in the Pre-Petition ABL Credit Agreement.

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

"Pre-Petition ABL/Term Loan Intercreditor Agreement" means the "ABL/Term Loan Intercreditor Agreement" as defined in the Pre-Petition ABL Credit Agreement and as supplemented by the Orders.

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

"Prepetition First Lien Secured Debt" means "Prepetition First Lien Secured Debt" as defined in the DIP Term Loan Agreement as in effect on the date hereof.

"Pre-Petition Indebtedness" means, collectively, the Pre-Petition Secured Indebtedness and any other Indebtedness of each Debtor outstanding and unpaid on the Petition Date and set forth on Schedule 8.01.

"Pre-Petition Lien and Claim Matters" means, collectively, the admissions, stipulations, acknowledgements and agreements set forth in Paragraph F of the Interim Order.

"Pre-Petition Payment" shall mean a payment (by way of adequate protection or otherwise) of principal or interest or otherwise on account of any (i) Pre-Petition Debt, (ii) "critical or foreign vendor payments" or (iii) trade payables (including, without limitation, in respect of reclamation claims), or (iv) other pre-petition claims against any Loan Party.

"Pre-Petition Second Lien Secured Debt" means "Prepetition Second Lien Secured Debt" as defined in the DIP Term Loan Agreement as in effect on the date hereof.

"Pre-Petition Secured Indebtedness" means, collectively, Prepetition First Lien Secured Debt and Prepetition Second Lien Secured Debt.

"primary obligations" has the meaning specified in the definition of "Contingent Obligations".

"primary obligor" has the meaning specified in the definition of "Contingent Obligations".

"Pro Rata Share" means, as of any date of determination:

(a) with respect to a Lender's obligation to make all or a portion of the Revolving Loans, with respect to such Lender's right to receive payments of interest, fees, and principal with respect to the Revolving Loans, and with respect to all other computations and other matters related to the Revolver Commitments or the Revolving Loans, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender by (ii) the aggregate Revolving Loan Exposure of all Lenders,

(b) with respect to a Lender's obligation to participate in the Letters of Credit, with respect to such Lender's obligation to reimburse Issuing Lender, and with respect to such Lender's right to receive payments of Letter of Credit Fees, and with respect to all other computations and other matters related to the Letters of Credit, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender by (ii) the aggregate Revolving Loan Exposure of all Lenders; provided, that if all of the Revolving Loans have been repaid in full and all Revolver Commitments have been terminated, but Letters of Credit remain outstanding, Pro Rata Share under this clause shall be determined as if the Revolver Commitments had not been terminated and based upon the Revolver Commitments as they existed immediately prior to their termination, and

(c) with respect to all other matters and for all other matters as to a particular Lender (including the indemnification obligations arising under Section 11.06 of this Agreement), the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender by (ii) the aggregate Revolving Loan Exposure of all Lenders, in any such case as the applicable percentage may be adjusted by assignments permitted pursuant to Section 12.04; provided, that if all of the Loans have been repaid in full, all Letters of Credit have been made the subject of Letter of Credit Collateralization, and all Commitments have been terminated, Pro Rata Share under this clause shall be determined as if the Revolving Loan Exposures had not been repaid, collateralized, or terminated and shall be based upon the Revolving Loan Exposures as they existed immediately prior to their repayment, collateralization, or termination.

"Professional Fees Account" means any account contemplated by paragraph 5 of the Orders.

"Professional Fee Disbursements" means the disbursements of the type identified as "Professional Fees" (or any similar term) provided under the Initial Budget and each subsequent Approved Budget.

"Protective Advances" has the meaning set forth in Section 3.02(d)(i).

"Public Lender" has the meaning set forth in Section 12.16(c).

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. § 5390(c)(8)(D).

"QFC Credit Support" has the meaning specified therefor in Section 12.26.

"Qualified Cash" means, as of any date of determination, the amount of Unrestricted cash and Cash Equivalents of Borrowers that is in Deposit Accounts or in Securities Accounts, or any combination thereof, and which such Deposit Account or Securities Account is (i) the subject of a Control Agreement or a "Control Agreement" (as defined in the Pre-Petition ABL Credit Agreement), (ii) maintained by Wells Fargo or its Affiliates and (iii) (a) with respect to the U.S. Borrowers, is located within the United States (or Canada, if the applicable U.S. Borrower has taken reasonable perfection steps in Canada, in the Administrative Agent's Permitted Discretion) and (b) with respect to the Canadian Borrowers, is located within Canada (or the United States, if the applicable Canadian Borrower has taken reasonable perfection steps in the United States, in the Administrative Agent's Permitted Discretion) (clauses (i), (ii) and (iii), collectively, the "Control Requirement").

"Qualified Counterparty" means, with respect to any Secured Swap Agreement, any counterparty thereto that, at the time such Secured Swap Agreement was entered into or as of the Closing Date or the initial syndication of the Revolving Loans, was the Administrative Agent, the Lead Arranger or a Lender at such time or an Affiliate of the Administrative Agent, the Lead Arranger or a Lender at such time.

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

"Rating Agency" means (1) each of Fitch, Moody's and S&P and (2) if Fitch, Moody's or S&P ceases to rate the DIP Term Loan Facility for reasons outside of the Borrower's control, a "nationally recognized statistical rating organization" within the meaning of Section 3 under the Exchange Act selected by the Borrower or any direct or indirect parent of the Borrower as a replacement agency for Fitch, Moody's or S&P, as the case may be.

"Real Property" means any estates or interests in real property now owned or hereafter acquired by any Loan Party or one of its Subsidiaries and the improvements thereto.

"Real Property Leases" means any leases of Real Property.

"Refund" has the meaning set forth in Section 3.15(e).

"Register" has the meaning set forth in Section 12.15.

"Regulation D" means Regulation D of the Board.

"Related Fund" means any Person (other than a Natural Person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"Related Taxes" means (i) any Taxes, including, without limitation, sales, use, transfer, rental, ad valorem, value added, stamp, property, consumption, franchise, license, capital, registration, business, customs, net worth, gross receipts, excise, occupancy, intangibles or similar Taxes and other fees and expenses (other than (x) Taxes measured by income and (y) withholding Taxes), required to be paid (provided such Taxes are in fact paid) by any direct or indirect parent of the Borrower by virtue of its: (a) being organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than, directly or indirectly, the Borrower or any of the Borrower's Subsidiaries) or otherwise maintain its existence or good standing under applicable law, (b) being a holding company parent, directly or indirectly, of the Borrower or any Subsidiaries of the Borrower, (c) receiving dividends from or other distributions in respect of the Capital Stock of, directly or indirectly, the Borrower or any Subsidiaries of the Borrower, or (d) having made any payment in respect to any of the items for which the Borrower is permitted to make payments to any direct or indirect parent thereof pursuant to Section 8.05; and (ii) without duplication, any Permitted Tax Amount.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, disposal, discharge, deposit, dispersal, migration or leaching into or through the Environment.

"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 or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board 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, Canadian Dollars, (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.

"Remedies Notice Period" means "DIP ABL Agent Remedies Notice Period" as defined in the Interim Order (or Final Order, when applicable).

"Rent Reserve" means, if and to the extent that Administrative Agent has not received Collateral Access Agreements (provided, that no Rent Reserve shall apply with respect to any new locations until 60 days after the effective date of the relevant lease, rental agreement, storage agreement, consignment agreement or similar agreement), in each case, in form and substance reasonably satisfactory to the Administrative Agent with respect to any location where Eligible Inventory is located, an amount equal to no more than 2 months rent or charges payable in respect to such location (less the amount of any prepayments made to the landlord, bailee or warehouseman, as applicable, for such location so long as such prepayments have been documented and acknowledged by the applicable landlord, bailee or warehouseman and certified by the Borrower, each in form an substance reasonably satisfactory to the Administrative Agent) together with all other accrued and unpaid fees, costs and expenses then owing by the Borrower in connection therewith.

"Replaced Lender" has the meaning set forth in Section 3.16(a).

"Replacement Lender" has the meaning set forth in Section 3.16(a).

"Report" has the meaning set forth in Section 11.14(a).

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"Required Lenders" means, at any time, Lenders having or holding more than 50% of the aggregate Revolving Loan Exposure of all Lenders; provided, that (i) the Revolving Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Required Lenders, (ii) at any time there are 2 or more Lenders, "Required Lenders" must include at least 2 Lenders (who are not Affiliates of one another).

"Required Milestones" means the milestones set forth on Schedule 7.21 attached hereto.

"Reserves" means, as of any date of determination, the Carve Out BB Reserve, and those reserves (other than Bank Product Reserves and Rent Reserves and without duplication of any other Reserves or items to the extent such items have are otherwise addressed or excluded through eligibility criteria or have been deducted in the calculation of the Borrowing Base) that the Administrative Agent deems necessary or appropriate, in its Permitted Discretion and subject to Section 3.01(c), to establish and maintain (including

reserves with respect to (a) sums that the Parent Borrower or its Subsidiaries are required to pay under any Section of this Agreement or any other Loan Document (such as taxes, assessments, insurance premiums, freight duties, tariffs and/or fees or, in the case of leased assets (other than assets giving rise to the Rent Reserve to the extent such amounts have been accounted for in the calculation of the Rent Reserve for such applicable location), rents or other amounts payable under such leases) and has failed to pay when due (all such payments, individually and collectively, "Inventory Fees"), (b) amounts owing by Parent Borrower or its Subsidiaries to any Person to the extent secured by a Lien on, trust or deemed trust over, any of the Collateral (other than a Permitted Lien), which Lien, trust or deemed trust, in the Permitted Discretion of the Administrative Agent likely would have a priority superior to the Collateral Agent's Liens (such as, subject to the foregoing limitation, (i) Liens or trusts in favor of landlords, warehousemen, carriers, freight forwarders, mechanics, materialmen, laborers, or suppliers, or (ii) Liens, trusts or deemed trusts for (v) ad valorem, excise, sales, or other taxes, (w) all amounts currently or past due and not contributed, remitted or paid to any Canadian Pension Plan (including normal cost contributions and special payments, and contributions to statutory plans), and all amounts, liabilities or other pension fund obligations whether or not due (including in respect of any unfunded or underfunded liability, ongoing funding deficiency, solvency deficiency or wind-up deficiency, hypothetical or otherwise), (x) any amounts due and not paid for wages, vacation pay, and other compensation amounts (including severance pay) payable under the Wager Earner Protection Program (Canada), the BIA or the CCAA, (y) amounts due and not paid pursuant to any legislation on account of workers' compensation or employment insurance, and (z) all amounts deducted or withheld and not paid and remitted when due under the Income Tax Act (Canada)) in and to such item of the Collateral) with respect to the Borrowing Base or the Maximum Revolver Amount; provided, that no such reserve shall be established with respect to any landlords, warehousemen, or similar Persons to the extent such amounts have been accounted for in the calculation of the Rent Reserve for such applicable location, (c) to reflect criteria, events, conditions, contingencies or risks which adversely affect any component of the Borrowing Base, or the assets, business, financial performance or financial condition of any Loan Party, and (d) all Inventory Fees in respect of Inventory located in a FTZ which are required to be paid, or which the Administrative Agent reasonably estimates will be required to be paid, when such Inventory arrives in, or leaves from, a FTZ and have not been paid (all such payments, individually and collectively, "FTZ Fees"). In addition to the foregoing, but without duplication of any other Reserve, Reserves shall include those reserves that the Administrative Agent deems necessary or appropriate, in its Permitted Discretion, to establish and maintain with respect to Eligible Foreign In-Transit Inventory or the Maximum Revolver Amount (i) for the estimated costs relating to unpaid freight charges, warehousing or storage charges, taxes, duties, and other similar unpaid costs associated with the acquisition of such Eligible Foreign In-Transit Inventory, plus (ii) for the estimated reclamation claims of unpaid sellers of such Eligible Foreign In-Transit Inventory.

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

"Restricted" means, when referring to cash or Cash Equivalents of the Borrower Parties, that such cash or Cash Equivalents appear (or would be required to appear) as "restricted" on the consolidated balance sheet of the Borrower (unless such appearance is related to the Liens created under the Loan Documents and DIP Term Loan Documents or the loan documents in respect of Pre-Petition Debt).

"Restricted Affiliated Lender" means any Affiliated Lender (other than an Affiliated Investment Fund).

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Payment" has the meaning set forth in Section 8.05.

"Restructuring Support Agreement" means that certain Restructuring Support Agreement, dated as of December 30, 2025 among Holdings, Borrower, certain Subsidiaries of the Borrower and the Consenting Stakeholders (as defined therein), together with all modifications and amendments thereto.

"Revaluation Date" shall mean (a) with respect to any Loan, each of the following: (i) each date of a borrowing of a Loan denominated in Canadian Dollars, (ii) each date of a continuation of a Loan denominated in Canadian Dollars pursuant to the terms of this Agreement and (iii) such additional dates as the Administrative Agent shall determine or the Required Lenders shall require (it being understood that such frequency is typically daily but may be on a more or less frequent basis as the Administrative Agent shall determine); (b) with respect to any Letter of Credit, each of the following: (i) each date of issuance, amendment or extension of a Letter of Credit denominated in Canadian Dollars, (ii) each date of any payment by the Issuing Lender under any Letter of Credit denominated in Canadian Dollars, and (iii) such additional dates as the Administrative Agent or the Issuing Lender shall determine or the Required Lenders shall require (it being understood that such frequency is typically daily but may be on a more or less frequent basis as the Administrative Agent shall determine) and (c) with respect to the US Dollar Equivalent of any amount included in the Borrowing Base denominated in a currency other than Dollars, such dates and times as the Administrative Agent shall determine or the Required Lenders shall require (it being understood that such frequency is typically daily but may be on a more or less frequent basis as the Administrative Agent shall determine).

"Revolver Commitment" means, (a)(i) with respect to each Revolving Lender, its Revolver Commitment or Canadian Revolving Credit Commitment to make Revolving Loans (including Canadian Revolving Credit Loans), and, (ii) with respect to all Revolving Lenders, their Revolver Commitments or Canadian Revolving Credit Commitments to make Revolving Loans (including Canadian Revolving Credit Loans), (b) purchase participations in Letters of Credit, (c) purchase participations in Swing Line Loans and (d) any revolving credit loan commitments made by the applicable Lenders pursuant to any Increase pursuant to Section 3.12, in each case as such Dollar Amounts are set forth beside such Revolving Lender's name under the applicable heading on Schedule C-1 to this Agreement or in the Assignment and Assumption pursuant to which such Revolving Lender became a Revolving 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 12.04, as such amount may be adjusted from time to time in accordance with this Agreement and includes an Increase effected pursuant to Section 3.13, as the context may require. The initial aggregate amount of the Revolver Commitments is $100,000,000 (including, the Canadian Revolving Credit Commitment of $20,000,000).

"Revolver Usage" means, as of any date of determination, the sum of (a) the amount of outstanding Revolving Loans (inclusive of Swing Loans and Protective Advances), plus (b) the amount of the Letter of Credit Usage, plus (c) the amount of outstanding Pre-Petition ABL Revolving Loans.

"Revolving Lender" means a Lender that has a Revolver Commitment or that has an outstanding Revolving Loan.

"Revolving Loans" has the meaning specified therefor in Section 3.01(a). For the avoidance of doubt, "Revolving Loans" includes (i) Canadian Revolving Credit Loans and (ii) any revolving credit loan made by the applicable Lenders pursuant to any Increase pursuant to Section 3.12, as the context may require.

"Revolving Loan Exposure" means, with respect to any Revolving Lender, as of any date of determination (a) prior to the termination of the Revolver Commitments, the amount of such Lender's Revolver Commitment, and (b) after the termination of the Revolver Commitments, the aggregate outstanding principal amount of the Revolving Loans (inclusive of Swing Loans and Protective Advances)

and the Pre-Petition ABL Revolving Loans of such Lender.

"RSA Termination Date" means the "Termination Date" as defined in and under the Restructuring Support Agreement.

"RFR Business Day" means, for any Obligations, interest, fees, commissions or other amounts denominated in Canadian Dollars, any day (other than a Saturday or Sunday) on which banks are open for business in Toronto, Ontario, Canada; provided, that for purposes of notice requirements hereunder, in each case, such day is also a Business Day.

"S&P" means S&P Global Ratings Services, a Standard & Poor's Financial Services LLC business or any successor to the rating agency business thereof.

"Sanctioned Entity" means a Person:

(a) listed in the annex to, or otherwise subject to the provisions of, the Executive Order;

(b) named as a "Specially Designated National and Blocked Person" ("SDN") on the most current list published by OFAC at its official website or any replacement website or other replacement official publication of such list (the "SDN List") or any other Sanctions related list maintained by any Governmental Authority;

(c) located in, ordinarily resident in, or organized under the laws of a Sanctioned Jurisdiction;

(d) the subject of any list-based Sanctions;

(e) in which any of the foregoing have a 50% or greater ownership interest or otherwise control the Person; or

(f) (i) operating, organized or resident in a country or territory, (ii) an agency of the government of a country or territory, (iii) an organization directly or indirectly controlled by or, acting on behalf of, a country or territory or its government, or (iv) a Person resident in or determined to be resident in a country or territory, in each case of clauses (i) through (iii), that is a target of comprehensive Sanctions (including as of the date of the date of this Agreement, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine, and the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic regions of Ukraine).

"Sanctioned Jurisdiction" means any country, region, or territory that is the subject or target of a comprehensive export, import, financial or investment embargo under Sanctions (including, without limitation, as of the date of this Agreement, Cuba, Iran, North Korea, Syria and the Crimea region, and the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic regions of Ukraine).

"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 any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the Patriot Act, the U.S. Trading with the Enemy Act (50 U.S.C. App. §§ 1 et seq.), each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended), any other enabling legislation or executive order relating thereto, or any other law, regulation or executive order administered or promulgated by (a) the United States of America, including those administered by OFAC, the U.S. Department of State, or through

any existing or future executive order, (b) the United Nations Security Council, or (c) any other Governmental Authority with jurisdiction over any Loan Party or any of their respective Subsidiaries, including, to the extent applicable, the government of Canada (including those administered by Global Affairs Canada and Public Safety Canada).

"SDN" has the meaning specified in the definition of "Sanctioned Entity".

"SDN List" has the meaning specified in the definition of "Sanctioned Entity".

"SEC" means the U.S. Securities and Exchange Commission or any governmental authority succeeding to any of its principal functions.

"Secured Cash Management Agreement" has the meaning set forth in Section 12.19.

"Secured Cash Management Obligations" shall mean the Cash Management Obligations with respect to any Secured Cash Management Agreement.

"Secured Parties" means the collective reference to the Administrative Agent, the Collateral Agent, the Lenders, any Qualified Counterparties, the Lead Arranger or a Lender or an Affiliate of the Administrative Agent or the Lead Arranger, the Administrative Agent, the Bank Product Providers, Hedge Providers, Issuing Lender or a Lender providing Secured Cash Management Obligations.

"Secured Swap Agreement" has the meaning set forth in Section 12.19.

"Secured Swap Obligations" means obligations under or with respect to Secured Swap Agreements.

"Securities Account" means a securities account (as that term is defined in the UCC or to the extent applicable, the PPSA).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement" means, collectively, the Canadian Security Agreement and the U.S. Security Agreement.

"Security Agreement Supplement" means the Security Agreement Supplements, as defined in each Security Agreement.

"Security Document" means and include each of the Security Agreement, the Orders, the IP Security Agreement, the Mortgages (if any), the Canadian Hypothec, collateral assignments, Security Agreement Supplements, IP Security Agreement Supplements, security agreements, pledge agreements or other similar agreements delivered to the Collateral Agent pursuant to Section 7.12, Section 7.14 or Section 7.17, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties. The Security Documents (other than the Orders) shall supplement, and shall not limit, the grant of Lien on and security interest in the Collateral pursuant to the Orders.

"SEMS" means the Superfund Enterprise Management System maintained by the U.S. Environmental Protection Agency.

"Settlement Date" has the meaning specified therefor in Section 3.02(e)(i).

"Significant Event of Default" means an Event of Default under Section 10.01(a), (f) or (g).

"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).

"SOFR Deadline" has the meaning specified therefor in Section 3.11(b)(i) of this Agreement.

"SOFR Loan" means each portion of a Revolving Loan (a) in Dollars that bears interest at a rate determined by reference to Adjusted Term SOFR (other than pursuant to clause (i)(c) of the definition of "Base Rate") or (b) in Canadian Dollars that bears interest at a rate determined by reference to Adjusted Term CORRA (other than pursuant to clause (ii)(b) of the definition of "Base Rate"), in each case designated as such by the applicable Borrower at the time of the incurrence thereof or conversion thereto.

"SOFR Margin" has the meaning set forth in the definition of "Applicable Margin".

"SOFR Notice" means a written notice in the form of Exhibit F to this Agreement.

"SOFR Option" has the meaning specified therefor in Section 3.11(a) of this Agreement.

"Specified Event of Default" means an Event of Default under Section 10.01(a), (b)(i) (solely as a result of (x) an Event of Default under clause (a) or (b) of Section 8.10 or (y) failure to comply with Section 5 of the Security Agreement), (b)(ii)(A), (d) (solely as a result of any materially inaccurate statement in a Borrowing Base Certificate), (f) or (g).

"Specified Excess Availability" means, at any time, the sum of (a) Excess Availability and (b) the greater of (x) the amount by which the Borrowing Base at such time exceeds the Maximum Revolver Amount up to an amount not to exceed 5% of the Maximum Revolver Amount at such time, and (y) $0.

"Sponsor" means, collectively, (i) Clearlake Capital Group, L.P. and (ii) any investment funds advised, managed or controlled by the foregoing and, in each case (whether individually or as a group), Affiliates of any of the foregoing (but excluding any operating portfolio companies of any of the foregoing).

"Spot Rate" shall mean for a currency, on any relevant date of determination, the rate determined by the Administrative Agent or the Issuing Lender, as applicable, as the spot rate for the purchase of such currency with another currency through its principal foreign exchange trading office on the date of such determination (it being understood that such determination is typically made at approximately 1:30 p.m. London time, but the determination time may be adjusted from time to time, based on current system configurations); provided the Administrative Agent or the Issuing Lender, as applicable, may obtain such spot rate from another financial institution designated by the Administrative Agent or the Issuing Lender, as applicable, if it does not have as of the date of determination a spot buying rate for any such currency.

"Standard Letter of Credit Practice" means, for Issuing Lender or any Canadian Underlying Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which Issuing Lender or Canadian Underlying Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

"Subject Lien" has the meaning specified in Section 8.02.

"Subordinated Indebtedness" means any Indebtedness for borrowed money of the Borrower or any of the Loan Parties that by its terms is unsecured or secured by any Liens on the Collateral on a junior basis to, or contractually subordinated in right of payment to, the Obligations arising under the Term Loans or the Guarantee of the Obligations (including, the Prepetition Indebtedness).

"Subsidiary" means, with respect to any Person (1) any corporation, association or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50.0% of the total voting power of the Voting Stock is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, (2) any partnership, joint venture, limited liability company or similar entity of which (x) more than 50.0% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (y) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity and (3) for purposes of Section 7.01, any Person that is consolidated in the consolidated financial statements of the specified Person in accordance with GAAP.

"Subsidiary Guarantor" means all Guarantors other than Holdings.

"Successor Case" means, with respect to the Chapter 11 Cases, any subsequent proceedings under Chapter 7 of the Bankruptcy Code.

"Supermajority Lenders" means, at any time, Lenders having or holding more than 66-2/3% of the aggregate Revolving Loan Exposure of all Lenders; provided, that (i) the Revolving Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Supermajority Lenders, (ii) at any time there are 2 or more Lenders, "Supermajority Lenders" must include at least 2 Lenders (who are not Affiliates of one another).

"Superpriority Claim" means a claim against any Debtor in any of the Chapter 11 cases which is an administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code, having priority over any and all administrative expenses or any claims of the kind specified in section 503(b) or 507(b) of the Bankruptcy Code.

"Supported QFC" has the meaning specified therefor in Section 12.26.

"Swap Agreement" 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, including any obligations or liabilities under any such 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.

"Swing Lender" means Wells Fargo (including Wells Fargo Canada as Canadian Swing Line Lender) or any other 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 Lender or Canadian Swing Line Lender, as applicable under Section 3.02(b).

"Swing Loan" has the meaning specified therefor in Section 3.02(b).

"Swing Loan Exposure" means, as of any date of determination with respect to any Lender, such Lender's Pro Rata Share of the Swing Loans on such date.

"Swing Loan Sublimit" means an amount equal to the lesser of (a) $10,000,000 (and in the case of the Canadian Swing Line Loans, the US Dollar Equivalent of $2,000,000) and (b) the aggregate amount of the Revolver Commitments. The Swing Loan Sublimit is part of, and not in addition to, the Revolver Commitments.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, or other charges in the nature of a tax imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term CORRA" means,

(a) for any calculation with respect to a SOFR Loan in Canadian Dollars, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the applicable Term CORRA Rate Determination Date, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 5:00 p.m. Toronto time on any Term CORRA Rate Determination Date the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding RFR Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding RFR Business Day is not more than three (3) RFR Business Days prior to such Term CORRA Rate Determination Date, and

(b) for any calculation with respect to a Base Rate Loan denominated in Canadian Dollars on any day, the Term CORRA Reference Rate for a tenor of one month on the applicable Term CORRA Rate Determination Date, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 5:00 p.m. Toronto time on any Term CORRA Rate Determination Date the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding RFR Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding RFR Business Day is not more than three (3) RFR Business Days prior to such Term CORRA Rate Determination Date.

"Term CORRA Adjustment" means, for any calculation with respect to a Base Rate Loan denominated in Canadian Dollars or a SOFR Loan in Canadian Dollars, a percentage per annum as set forth below for the applicable type of such Loan and (if applicable) Interest Period therefor:

Base Rate Loans denominated in Canadian Dollars:

0.29547%

SOFR Loans denominated in Canadian Dollars:

Interest Period	**Percentage**
One month	0.29547%
Three months	0.32138%

"Term CORRA Administrator" means CanDeal Benchmark Administration Services Inc. ("CanDeal") or, in the reasonable discretion of the Administrative Agent, TSX Inc. or an affiliate of TSX Inc. as the publication source of the CanDeal/TMX Term CORRA benchmark that is administered by CanDeal (or a successor administrator of the Term CORRA Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term CORRA Rate Determination Date" means, with respect to Term CORRA, (i) for any calculation with respect to a SOFR Loan in Canadian Dollars for any Interest Period, the day that is two (2) RFR Business Days prior to the first day of such Interest Period or (ii) for any calculation with respect to a Base Rate Loan in Canadian Dollars for any day, the day that is two (2) RFR Business Days prior to such day; or, in any case above, such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by Administrative Agent; provided that to the extent that such market practice is not administratively feasible for Administrative Agent, such other day as otherwise reasonably determined by Administrative Agent.

"Term Priority Collateral" has the meaning set forth in the Orders.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan in Dollars, 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) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, 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 U.S. Government Securities 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 U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan in Dollars 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 U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, 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 U.S. Government Securities 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 U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

"Term SOFR Adjustment" means a percentage equal to 0.10% per annum.

"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 Reference Rate" means the forward-looking term rate based on SOFR.

"Termination Date" means the first date on which each of the following conditions are satisfied:

(a) the full cash payment (or, with consent of the Administrative Agent and the Lenders, cashless conversion or roll pursuant to an Acceptable Plan of Reorganization) of the Obligations under the Loan Documents (other than unasserted contingent indemnification and reimbursement obligations) and the full cash payment (or, with consent of the Administrative Agent and the Lenders, cashless conversion or roll pursuant to an Acceptable Plan of Reorganization) of the Pre-Petition ABL Obligations under the Pre-Petition ABL Loan Documents (other than unasserted contingent indemnification and reimbursements obligations);

(b) the termination or expiration of all Commitments;

(c) the full cash payment of the Obligations under the Secured Swap Agreements, to the extent due and payable or that would be due and payable pursuant to the Secured Swap Agreement upon the release of the pledge and security interests granted under the Security Documents (other than any Obligations relating to Swap Agreements that, at such time, are allowed by the applicable provider of such Swap Agreements to remain outstanding without being required to be repaid);

(d) the full cash payment of the obligations under the Cash Management Agreements and Bank Product Agreements, to the extent due and payable or that would be due and payable pursuant to the Cash Management Agreement or Bank Product Agreement, as applicable, upon the release of the pledge and security interests under the Security Documents (other than any obligations relating to Cash Management Agreements or Bank Product Agreements that, at such time, are allowed by the applicable provider of such Cash Management Agreements or Bank Product Agreements to remain outstanding without being required to be repaid) or the providing of Bank Product Collateralization in respect of Bank Products; and

(e) in the case of contingent reimbursement obligations with respect to Letters of credit, providing of Letter of Credit Collateralization.

"Test Period" means the most recent period of four consecutive fiscal quarters of the Borrower Parties ended on or prior to such time (taken as one accounting period) in respect of which financial

statements for each such quarter or fiscal year in such period have been or are required to be delivered.

"Threshold Amount" means $7,500,000.

"Transaction Costs" has the meaning specified in the definition of "Transactions".

"Transactions" means each of the following transactions:

(a) the Borrower obtaining the DIP Term Loan Facility;

(b) the Borrower obtaining the Credit Facility;

(c) the transactions contemplated by the Restructuring Support Agreement; and

(d) the payment of all fees, costs and expenses incurred in connection with the transactions described in the foregoing provisions of this definition (the "Transaction Costs").

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by Issuing Lender for use.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Undisclosed Administration" means in relation to a Lender or its direct or indirect 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 Person is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

"Unfunded Pension Liability" means the excess of an Employee Benefit Plan's benefit liabilities under Section 4001(a) of ERISA over the current value of such Employee Benefit Plan's assets, determined in accordance with assumptions used for funding the Employee Benefit Plan pursuant to Section 412 of the Code for the applicable plan year.

"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.

"Unrestricted" means, when referring to cash or Cash Equivalents, that such cash or Cash

Equivalents are not Restricted.

"US Dollar Equivalent" means at any time (a) as to any amount denominated in Dollars, the amount thereof at such time, and (b) as to any amount denominated in any currency other than Dollars, the equivalent amount thereof in Dollars as determined by the Administrative Agent at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such currency. The US Dollar Equivalent will be used for determining the Dollar Amount of Eligible Accounts, Eligible Investment Grade Accounts and Eligible Credit Card Receivables that are payable in currencies other than Dollars, the value and book value of Eligible Inventory (inclusive of Eligible Domestic In-Transit Inventory and Eligible Foreign In-Transit Inventory) denominated in currencies other than Dollars, and the amount of Loans and Letters of Credit made in currencies other than Dollars.

"U.S. Borrower" means collectively, Parent Borrower and any other Subsidiary of Holdings that is organized under the laws of the United States, any state thereof or the District of Columbia, from time to time party hereto as a "U.S. Borrower".

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association (or any successor thereto) 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 notice requirements in Sections 3.02(a), 3.02(c) and 3.11(b), in each case, such day is also a Business Day.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Loan Party" means any Loan Party that is organized under the laws of the United States, any state thereof or the District of Columbia.

"U.S. Security Agreement" means the Super-Priority Debtor-In-Possession ABL Security Agreement, as modified, supplemented, amended, restated (including any amendment and restatement thereof), extended or renewed from time to time in accordance with the terms thereof and hereof, together with each other security agreement and security agreement supplement executed and delivered pursuant to Section 7.12, 7.14 or 7.17.

"U.S. Subsidiary" means any Subsidiary of the Borrower that is organized under the laws of the United States, any state thereof or the District of Columbia.

"U.S. Special Resolution Regimes" has the meaning specified therefor in Section 12.26.

"U.S. Trustee" means the United States Trustee applicable to the Chapter 11 Cases.

"Updated Budget" has the meaning set forth in Section 7.01(e).

"Updated Budget Delivery Date" has the meaning set forth in Section 7.01(e).

"Vanga Plastics" means Vanga Products (Plastics), Inc., a Canadian company incorporated in British Columbia.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote (without regard to the occurrence of any contingency) in the election of the Board of Directors of such Person.

"Wells Fargo" means Wells Fargo Bank, National Association, a national banking association.

"Wells Fargo Canada" means Wells Fargo Capital Finance Corporation Canada, a corporation existing under the laws of the Province of Ontario.

"Wholly Owned Subsidiary" of any Person means a direct or indirect Subsidiary of such Person 100.0% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares or shares or interests required to be held by foreign nationals or other third parties to the extent required by applicable law) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

"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.

(b) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(c) References in this Agreement to an Exhibit, Schedule, Article, Section, clause or subclause refer (A) to the appropriate Exhibit or Schedule to, or Article, Section, clause or subclause in this Agreement or (B) to the extent such references are not present in this Agreement, to the Loan Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) 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.

(f) Any reference herein to any Person shall be construed to include such Person's successors and assigns.

(g) For purposes of this Agreement and the other Loan Documents, the US Dollar Equivalent of any Revolving Loans, Letters of Credit, other Obligations, any amount included in the Borrowing Base denominated in a currency other than Dollars and other references to amounts denominated in a currency other than Dollars shall be determined in accordance with the terms of this Agreement. Such US Dollar Equivalent shall become effective as of the most recent

Revaluation Date for such Revolving Loans, Letters of Credit, other Obligations, any amount included in the Borrowing Base denominated in a currency other than Dollars and other references to amounts denominated in a currency other than Dollars, and shall be the US Dollar Equivalent employed in converting any amounts between the applicable currencies until the next Revaluation Date to occur for such Revolving Loans, Letters of Credit, other Obligations, any amount included in the Borrowing Base denominated in a currency other than Dollars and other references to amounts denominated in a currency other than Dollars. Any provision in the Loan Documents referencing the Borrowing Base (including as determined by reference to the most recent Borrowing Base Certificate delivered to Administrative Agent), Revolving Loans, Letters of Credit, other Obligations, and other references to amounts denominated in a currency other than Dollars shall, in each case, be deemed to reference the US Dollar Equivalent amount thereof as determined after giving effect to the most recent Revaluation Date. Except as otherwise expressly provided herein, the applicable amount of any currency for purposes of the Loan Documents shall be the US Dollar Equivalent thereof.

(h) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(i) [Reserved].

(j) To the extent that any transaction (or series of related transactions) pursuant to, described in, contemplated by, or permitted by Section 7.18, Section 8.03, Section 8.04, the Asset Sale Carve Outs, Section 8.05, or the definition of Permitted Investment (in each case other than (x) the sale of inventory in the ordinary course of business and (y) the sale or discount, without recourse, of accounts receivable (other than Eligible Accounts or Eligible Investment Grade Accounts) arising in the ordinary course of business (but only in connection with the compromise or collection thereof)), in each case involves the Disposition of or would result in the ineligibility (after receipt by Administrative Agent of an updated Borrowing Base Certificate immediately after giving effect to such transaction and including if a Borrower is not the continuing or surviving entity of, or no longer exists after giving effect to, such transaction) of Eligible Accounts, Eligible Credit Card Receivables, Eligible Inventory (inclusive of Eligible Domestic In-Transit Inventory and Eligible Foreign In-Transit Inventory), or Eligible Investment Grade Accounts with an aggregate fair market value in excess of the greater of $3,250,000 and 5.0% of the Line Cap, (i) substantially concurrently with such transaction, an Authorized Officer of the Parent Borrower shall deliver to Administrative Agent an updated Borrowing Base Certificate after giving effect to such transaction and (ii) notwithstanding anything to the contrary (including whether or not any buckets, tests, carve outs or terms otherwise permit or do not restrict such transaction) in any Loan Document, such transaction shall not be permitted if any Overadvance is currently in effect or if such transaction results in an Overadvance after giving effect to such updated Borrowing Base Certificate and any repayment of the Revolving Loans in connection with such transaction.

(k) If at any time any action or transaction meets the criteria of one or more than one of the categories of exceptions, thresholds or baskets set forth in Article VIII or any definition used therein, the Borrower may divide, classify and/or designate such action or transaction (or any portion thereof), and later (on one or more occasions) may re-divide, re-classify and/or re-designate such action or transaction (or any portion thereof), as consummated in reliance on one or more of such exceptions, thresholds and baskets as the Borrower may determine in its sole discretion from time to time, including by re-dividing, re-classifying and/or re-designating any action or transaction originally consummated in reliance on one or more fixed exceptions, thresholds or baskets (*provided* that (A) all Indebtedness under this Agreement Incurred on or after the Closing Date

shall be deemed to have been Incurred pursuant to Section 8.01(a), (B) all Pre-Petition Secured Indebtedness outstanding on the Closing Date (and all payments of interest thereon in the form of additional Indebtedness) and all Guarantee Obligations of the foregoing will be deemed to have been Incurred pursuant to Section 8.01(b)(i), and (C) all Indebtedness under the DIP Term Loan Agreement on or after the Closing Date (and all payments of interest thereon in the form of additional Indebtedness) and all Guarantee Obligations of the foregoing will be deemed to have been Incurred pursuant to Section 8.01(b)(ii), and the Borrower shall not be permitted to reclassify all or any portion of Indebtedness Incurred pursuant to Section 8.01(a), 8.01(b)(i) or Section 8.01(b)(ii), as applicable).

(l) [Reserved].

(m) Any reference herein and in the other Loan Documents to the "payment in full" of the Obligations and words of similar import shall mean the occurrence of the Termination Date.

Section 1.03 Accounting Terms.

(a) All financial statements and all financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, as in effect from time to time, and all terms of an accounting or financial nature shall be construed and interpreted in accordance with GAAP, as in effect on the date hereof. Notwithstanding anything to the contrary above or elsewhere in this Agreement, unless the Parent Borrower elects otherwise, all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "ASU") shall continue to be accounted for as operating leases (and not be treated as financing or capital lease obligations or Indebtedness) for purposes of all financial definitions, calculations and deliverables under this Agreement or any other Loan Document (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU or any other change in accounting treatment or otherwise (on a prospective or retroactive basis or otherwise) to be treated as or to be recharacterized as financing or capital lease obligations or otherwise accounted for as liabilities in financial statements.

(b) If at any time any change in GAAP or the application thereof would affect the computation or interpretation of any financial ratio, basket, requirement or other provision set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Required Lenders and the Borrower shall negotiate in good faith to amend such ratio, basket, requirement or other provision to preserve the original intent thereof in light of such change in GAAP or the application thereof (subject to the approval of the Required Lenders, such consent not to be unreasonably withheld, conditioned or delayed); provided that, until so amended, (i) such ratio, basket, requirement or other provision shall continue to be computed or interpreted in accordance with GAAP or the application thereof prior to such change therein, or (ii) the Borrower may elect to fix GAAP (for purposes of such ratio, basket, requirement or other provision) as of another later date notified in writing to the Administrative Agent from time to time.

(c) Notwithstanding anything to the contrary contained herein, all such financial statements shall be prepared, and all financial covenants contained herein or in any other Loan Document shall be calculated, in each case, without giving effect to any election under FASB ASC 825 (or any similar accounting principle) permitting a Person to value its financial liabilities at the fair value thereof.

Section 1.04 Rounding. Any financial ratios required to be maintained by the Borrower, or 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 and Laws. Unless otherwise expressly provided herein, (a) references to Organizational 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 and (b) references to specific provisions (or defined terms) in the DIP Term Loan Documents shall be to such provisions (or defined terms) as amended or replaced (to the extent such amendment or replacement is permitted by the Loan Documents), and cross-references shall be deemed amended as necessary to refer to the same provisions that are referenced in the DIP Term Loan Documents as in effect on the Closing Date.

Section 1.06 Time Reference. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, all references to time of day refer to Eastern standard time or Eastern daylight saving time, as in effect in New York, New York on such day. For purposes of the computation of a period of time from a specified date to a later specified date, unless otherwise expressly provided, the word "from" means "from and including" and the words "to" and "until" each means "to and including"; provided that, with respect to a computation of fees or interest payable to Administrative Agent or any Lender, such period shall in any event consist of at least one full day. 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 specifically provided in Section 3.03 or as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

Section 1.07 [Reserved].

Section 1.08 [Reserved].

Section 1.09 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

Section 1.10 Rates. The interest rate on Loans denominated in Dollars or Canadian Dollars may be determined by reference to a benchmark rate that is, or may in the future become, the subject of regulatory reform or cessation. Regulators have signaled the need to use alternative reference rates for some of these benchmark rates and, as a result, such benchmark rates may cease to comply with applicable laws and regulations, may be permanently discontinued or the basis on which they are calculated may change. The 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 any rates in the definition of any Benchmark, including the Term SOFR Reference Rate, the Term CORRA Reference Rate Adjusted Term SOFR, Term SOFR, Term CORRA, Adjusted Term CORRA, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or 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 3.11(d)(iii), 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, the Term CORRA Reference

Rate Adjusted Term SOFR, Term SOFR, Term CORRA, Adjusted Term CORRA, or any other Benchmark, prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, the Term CORRA Reference Rate Adjusted Term SOFR, Term SOFR, Term CORRA, Adjusted Term CORRA, or any other 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. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, the Term CORRA Reference Rate Adjusted Term SOFR, Term SOFR, Term CORRA, Adjusted Term CORRA, or any other Benchmark, any component definition thereof or rates referred to 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, except, without limiting any waivers contained in Section 12.01, to the extent directly resulting from the gross negligence, bad faith or willful misconduct (as determined by a court of competent jurisdiction in a final and non appealable decision) of the Administrative Agent.

Section 1.11 UCC; PPSA. Any terms used in this Agreement that are defined in (a) the UCC shall be construed and defined as set forth in the Code unless otherwise defined herein; provided, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the Code shall govern, and (b) the PPSA (but not the UCC) shall, to the extent context requires, be construed and defined as set forth in the PPSA unless otherwise defined herein. Notwithstanding the foregoing, and where the context so requires, (i) any term defined in this Agreement by reference to the "UCC" or the "Uniform Commercial Code" shall also have any extended, alternative or analogous meaning given to such term in the PPSA as well as the *Bills of Exchange Act* (Canada) and the *Depository Bills and Notes Act* (Canada)), to the extent that the context requires and in all cases for the extension, preservation or betterment of the security and rights of the Collateral of the Canadian Loan Parties, (ii) all references in this Agreement to "Article 8" shall be deemed to refer also to applicable Canadian securities transfer laws legislation (including, without limitation, the *Securities Transfer Act* of each applicable province or territory of Canada), (iii) all references in this Agreement to a financing statement, continuation statement, amendment or termination statement shall be deemed to refer also to the analogous documents used under applicable the PPSA, (iv) all references to the United States of America, or to any subdivision, department, agency or instrumentality thereof shall be deemed to refer, where the context requires with respect to the Canadian Loan Parties, in lieu thereof to Canada, or to any subdivision, department, agency or instrumentality thereof, and (v) all references to federal or state securities law of the United States shall be deemed to refer, where the context requires with respect to the Loan Parties that are Canadian, in lieu thereof to analogous federal (where applicable) and provincial/territorial securities laws in Canada.

Section 1.12 Quebec Interpretation. For all purposes pursuant to which the interpretation or construction of this Agreement may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (i) "personal property" shall include "movable property", (ii) "real property" shall include "immovable property", (iii) "tangible property" shall include "corporeal property", (iv) "intangible property" shall include "incorporeal property", (v) "security interest", "mortgage" and "lien" shall include a "hypothec", "prior claim" and a "resolutory clause", (vi) all references to "perfection" of or "perfected" liens or security interest shall include a reference to an "opposable" or "set up" lien or security interest as against third parties, (vii) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (viii) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (ix) an

"agent" shall include a "mandatary", (x) "construction liens" or "materialmen's, repairman's, construction contractors', mechanics' and other like Liens" shall include "legal hypothecs", (xi) "joint and several" shall include "solidary", (xii) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (xiii) "beneficial ownership" shall include "ownership on behalf of another as mandatary", (xiv) "easement" shall include "servitude", (xv) "priority" shall include "prior claim", (xvi) "survey" shall include "certificate of location and plan", (xvii) "accounts" shall include "claims" and "monetary claims", (xviii) "fee simple title" shall include "absolute ownership", (xix) "leasehold interest" shall include "a valid lease", and (xx) any reference to a PPSA financing statement, financing change statement or like document shall include the equivalent filing under the Civil Code.

ARTICLE II
[RESERVED]

ARTICLE III
LOANS AND TERMS OF PAYMENT

Section 3.01 Revolving Loans.

(a) Subject to the terms and conditions of this Agreement, and during the term of this Agreement, each Lender (other than a Canadian Revolving Credit Lender) agrees (severally, not jointly or jointly and severally) to make revolving loans ("Revolving Loans") to U.S. Borrowers in Dollars in an amount at any one time outstanding not to exceed *the lesser of*:

(i) such Lender's Revolver Commitment, or

(ii) such Lender's Pro Rata Share of an amount equal to *the lesser of*:

(A) the amount equal to (1) the Maximum Revolver Amount less (2) the sum of (w) the Letter of Credit Usage to U.S. Borrowers at such time, *plus* (x) the principal amount of Swing Loans outstanding at such time, *plus* (y) the Canadian Revolving Credit Exposure at such time, *plus* (z) the principal amount of the Pre-Petition ABL Revolving Loans outstanding at such time, and

(B) the amount equal to (1) the Borrowing Base as of such date (based upon the most recent Borrowing Base Certificate (with the US Dollar Equivalent of amounts therein updated from time to time based upon the most recent Revaluation Date) delivered by Borrower to Administrative Agent) less (2) the sum of (w) the Letter of Credit Usage to U.S. Borrowers at such time, plus (x) the principal amount of Swing Loans outstanding at such time, plus (y) the Canadian Revolving Credit Exposure at such time, plus (z) the principal amount of the Pre-Petition ABL Revolving Loans outstanding at such time.

(iii) Subject to the terms and conditions set forth herein and solely to the extent consented to in the sole discretion of the Administrative Agent and Required Lenders in writing, each Canadian Revolving Credit Lender with a Canadian Revolving Credit Commitment, severally and not jointly, agrees to make to the Canadian Borrowers, from time to time, Canadian Revolving Credit Loans in Canadian Dollars or Dollars, from time to time on any Business Day from the Closing Date through, but not including, the Maturity Date with respect to the Credit Facility in an amount at any one time outstanding not to exceed the US Dollar Equivalent of the *lesser* of*:*

(A) such Lender's Canadian Revolving Credit Commitment, or

(B) such Lender's Pro Rata Share of an amount equal to *the lesser of:*

(i) the amount equal to (x) the lesser of (i) the Canadian Maximum Revolver Amount and (ii) the Maximum Revolver Amount *less* Revolving Usage with respect to the U.S. Borrowers at such time less (y) the sum of (a) the Letter of Credit Usage to Canadian Borrowers at such time, *plus* (b) the principal amount of Swing Loans outstanding to Canadian Borrowers at such time, *plus* (z) the principal amount of the Pre-Petition ABL Revolving Loans outstanding at such time; and

(ii) the amount equal to (x) the Borrowing Base as of such date (based upon the most recent Borrowing Base Certificate (with the US Dollar Equivalent of amounts therein updated from time to time based upon the most recent Revaluation Date) delivered by Borrower to Administrative Agent) less the Revolver Usage with respect to U.S. Borrowers at such time, *less* (y) the sum of (a) the Letter of Credit Exposure to Canadian Borrowers at such time, *plus* (b) the principal amount of Swing Loans outstanding to Canadian Borrowers at such time, *plus* (z) the principal amount of the Pre-Petition ABL Revolving Loans outstanding at such time.

(b) Amounts borrowed pursuant to this Section 3.01 may be repaid and, subject to the terms and conditions of this Agreement, reborrowed at any time during the term of this Agreement. The outstanding principal amount of the Revolving Loans, together with interest accrued and unpaid thereon, shall constitute Obligations and shall be due and payable on the Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(c) Anything to the contrary in this Section 3.01 notwithstanding, the Administrative Agent shall have the right (but not the obligation), in the exercise of its Permitted Discretion, to establish and increase or decrease Bank Product Reserves, Rent Reserve and other Reserves against the Borrowing Base upon at least three (3) Business Days' prior written notice to the Parent Borrower (during which period the Administrative Agent shall be available to discuss in good faith any such proposed Reserve with the Borrower and acknowledges that the Loan Parties may take any actions permitted under the Loan Documents to attempt to remedy any such event, condition or matter giving rise to any such Reserves; it being understood that the Administrative Agent shall make any determination of whether, and to what extent, any such actions have been successful in its Permitted Discretion). The amount of any Bank Product Reserve, Rent Reserve or other Reserve established by the Administrative Agent shall have a reasonable relationship to the event, condition, other circumstance, or fact that is the basis for such reserve and shall not be duplicative of any other eligibility criteria or reserve established and currently maintained.

(d) Notwithstanding anything to the contrary contained herein or in any other Loan Document:

(i) On the Closing Date, (A) each Existing Letter of Credit shall constitute a "Letter of Credit" for all purposes of this Agreement and shall automatically be deemed exchanged for and issued under this Agreement on the Closing Date and all Pre-Petition ABL L/C Obligations shall constitute "Obligations" for all purposes under this Agreement and the other Loan Documents, (B) all Pre-Petition ABL Bank Product Obligations shall

automatically be deemed exchanged for and issued under this Agreement and shall constitute "Obligations" for all purposes under this Agreement and the other Loan Documents, and (C) and continuing thereafter, all collections and proceeds of DIP ABL Priority Collateral shall be deemed, on a dollar-for-dollar basis, to reduce the Pre-Petition ABL Revolving Obligations.

(ii) Upon entry of the Final Order, any remaining Pre-Petition ABL Obligations, if any, shall automatically be deemed exchanged and converted on a cashless basis into and constitute Obligations hereunder, with the outstanding amount of all Pre-Petition Revolving Loans, if any, as of the date of the entry of the Final Order being refinanced as Revolving Loans hereunder immediately upon entry of the Final Order and all unpaid interest and fees thereon accrued through the entry of the Final Order to be paid on the next scheduled date for payment of interest and fees under this Agreement.

(iii) Subject to the terms of the Orders, until (A) the indefeasible payment in full in cash (or, with consent of the Administrative Agent and the Lenders, cashless conversion or roll pursuant to an Acceptable Plan of Reorganization) of the Obligations, (B) all objections and challenges (including, without limitation, any Challenge (as defined in the Interim Order)) to (1) the liens, security interests and claims of the Pre-Petition ABL Agent (including, without limitation, liens granted for adequate protection purposes) and/or (2) Pre-Petition ABL Revolving Obligations have been waived, denied or barred, and (C) all of the Pre-Petition Lien and Claim Matters have become binding on their estates and parties in interest in accordance with the Orders, all liens, security interests and claims of the Pre-Petition ABL Agent (including, without limitation, liens granted for adequate protection purposes) shall remain valid and enforceable with the same continuing priority as described herein and the Pre-Petition ABL Loan Documents shall remain in full force and effect; provided, that, (x) subject to the results of any applicable Challenge (as defined in the Interim Order), to the extent that Pre-Petition ABL Revolving Obligations have been paid pursuant to this Agreement and have become and are Obligations, such Pre-Petition ABL Revolving Obligations shall not be due or owing separately under the Pre-Petition ABL Loan Documents, (y) nothing in the foregoing clause (x) shall alter or diminish, or be deemed to alter or diminish, the Prepetition ABL Adequate Protection Liens or Prepetition ABL Adequate Protection 507(b) Claims (as defined in the applicable Order) of the Pre-Petition ABL Agent and the Pre-Petition ABL Lenders and (z) the "Revolver Commitment" (as defined in the Pre-Petition ABL Credit Agreement) of each Pre-Petition ABL Lender shall be terminated.

Section 3.02 Borrowing Procedures and Settlements.

(a) **Procedure for Borrowing Revolving Loans**. Each Borrowing shall be made by a written request (a "Notice of Borrowing") by an Authorized Officer delivered to Administrative Agent (which may be delivered through the Administrative Agent's electronic platform or portal) and received by Administrative Agent no later than 2:00 p.m. (i) on the Business Day that is the requested Funding Date in the case of a request for a Swing Loan, (ii) on the Business Day that is one Business Day prior to the requested Funding Date in the case of a request for a Base Rate Loan, (iii) on the U.S. Government Securities Business Day that is three U.S. Government Securities Business Days prior to the requested Funding Date in the case of requests for a SOFR Loan in Dollars, and (iv) on the RFR Business Day that is three RFR Business Days prior to the requested Funding Date in the case of SOFR Loans in Canadian Dollars specifying (A) the amount of such Borrowing, and (B) the requested Funding Date (which shall be a Business Day); provided, that Administrative Agent may, in its sole discretion, elect to accept as timely requests that are received

later than 2:00 p.m. on the applicable Business Day, RFR Business Day, or U.S. Government Securities Business Day, as applicable. All Borrowing requests which are not made on-line via Administrative Agent's electronic platform or portal shall be subject to (and unless Administrative Agent elects otherwise in the exercise of its sole discretion, such Borrowings shall not be made until the completion of) Administrative Agent's authentication process (with results reasonably satisfactory to Administrative Agent) prior to the funding of any such requested Borrowing.

(b) **Making of Swing Loans**. In the case of a request for a Revolving Loan and so long as either (i) the aggregate amount of Swing Loans made since the last Settlement Date, minus all payments or other amounts applied to Swing Loans since the last Settlement Date, plus the amount of the requested Swing Loan does not exceed the Swing Loan Sublimit, or (ii) Swing Lender, in its sole discretion, agrees to make a Swing Loan notwithstanding the foregoing limitation, Swing Lender shall make a Revolving Loan (any such Revolving Loan made by Swing Lender pursuant to this Section 3.02(b) being referred to as a "Swing Loan" and all such Revolving Loans being referred to as "Swing Loans") in Dollars (if to a U.S. Borrower or Canadian Borrower) or Canadian Dollars (if to a Canadian Borrower) available to Borrower on the Funding Date applicable thereto by transferring immediately available funds in the amount of such requested Borrowing to the Designated Account. Each Swing Loan shall be deemed to be a Revolving Loan hereunder and shall be subject to all the terms and conditions (including Article VI) applicable to other Revolving Loans, except that all payments (including interest) on any Swing Loan shall be payable to Swing Lender solely for its own account. Subject to the provisions of Section 3.02(d)(ii), Swing Lender shall not make and shall not be obligated to make any Swing Loan if Swing Lender has actual knowledge that (i) one or more of the applicable conditions precedent set forth in Article VI will not be satisfied on the requested Funding Date for the applicable Borrowing, or (ii) the requested Borrowing would exceed the Availability on such Funding Date. Swing Lender shall not otherwise be required to determine whether the applicable conditions precedent set forth in Article VI have been satisfied on the Funding Date applicable thereto prior to making any Swing Loan. The Swing Loans shall be secured by Collateral Agent's Liens, constitute Revolving Loans and Obligations, and bear interest at the rate applicable from time to time to Revolving Loans that are Base Rate Loans.

(c) **Making of Revolving Loans**.

(i) In the event that Swing Lender is not obligated to make a Swing Loan, then after receipt of a request for a Borrowing pursuant to Section 3.02(a), Administrative Agent shall notify the Lenders by telecopy, telephone, email, or other electronic form of transmission, of the requested Borrowing; such notification to be sent on the Business Day, RFR Business Day, or U.S. Government Securities Business Day, as applicable, that is (A) in the case of a Base Rate Loan, at least one Business Day prior to the requested Funding Date, (B) in the case of a SOFR Loan in Dollars, prior to 2:00 p.m. at least three U.S. Government Securities Business Days prior to the requested Funding Date and (C) in the case of a SOFR Loan in Canadian Dollars, prior to 2:00 p.m. at least three RFR Business Days prior to the requested Funding Date. If Administrative Agent has notified the Lenders of a requested Borrowing on the Business Day that is 1 Business Day prior to the Funding Date, then each Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Administrative Agent in immediately available funds, to Agent's Account, not later than 1:00 p.m. on the Business Day that is the requested Funding Date. After Administrative Agent's receipt of the proceeds of such Revolving Loans from the Lenders, Administrative Agent shall make the proceeds thereof available to Borrower on the applicable Funding Date by transferring immediately available funds equal to such proceeds received by Administrative Agent to the Designated Account; provided, that,

subject to the provisions of Section 3.02(d)(ii), no Lender shall have an obligation to make any Revolving Loan, if (1) one or more of the applicable conditions precedent set forth in Article VI will not be satisfied on the requested Funding Date for the applicable Borrowing unless such condition has been waived, or (2) the requested Borrowing would exceed the Availability on such Funding Date.

(ii) Unless Administrative Agent receives notice from a Lender prior to 12:30 p.m. on the Business Day that is the requested Funding Date relative to a requested Borrowing as to which Administrative Agent has notified the Lenders of a requested Borrowing that such Lender will not make available as and when required hereunder to Administrative Agent for the account of Borrower the amount of that Lender's Pro Rata Share of the Borrowing, Administrative Agent may assume that each Lender has made or will make such amount available to Administrative Agent in immediately available funds on the Funding Date and Administrative Agent may (but shall not be so required), in reliance upon such assumption, make available to Borrower a corresponding amount. If, on the requested Funding Date, any Lender shall not have remitted the full amount that it is required to make available to Administrative Agent in immediately available funds and if Administrative Agent has made available to Borrower such amount on the requested Funding Date, then such Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Administrative Agent in immediately available funds, to Agent's Account, no later than 1:00 p.m. on the Business Day that is the first Business Day after the requested Funding Date (in which case, the interest accrued on such Lender's portion of such Borrowing for the Funding Date shall be for Administrative Agent's separate account). If any Lender shall not remit the full amount that it is required to make available to Administrative Agent in immediately available funds as and when required hereby and if Administrative Agent has made available to Borrower such amount, then that Lender shall be obligated to immediately remit such amount to Administrative Agent, together with interest at the Defaulting Lender Rate for each day until the date on which such amount is so remitted. A notice submitted by Administrative Agent to any Lender with respect to amounts owing under this Section 3.02(c)(ii) shall be conclusive, absent manifest error. If the amount that a Lender is required to remit is made available to Administrative Agent, then such payment to Administrative Agent shall constitute such Lender's Revolving Loan for all purposes of this Agreement. If such amount is not made available to Administrative Agent on the Business Day following the Funding Date, Administrative Agent will notify Borrower of such failure to fund and, upon demand by Administrative Agent, Borrower shall pay such amount to Administrative Agent for Administrative Agent's account, together with interest thereon for each day elapsed since the date of such Borrowing, at a rate *per annum* equal to the interest rate applicable at the time to the Revolving Loans composing such Borrowing.

(d) **Protective Advances and Optional Overadvances**.

(i) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 3.02(d)(iv) at any time (A) after the occurrence and during the continuance of a Default or an Event of Default, or (B) that any of the other applicable conditions precedent set forth in Article VI are not satisfied, Administrative Agent hereby is authorized by Borrower and the Lenders, from time to time, in Administrative Agent's sole discretion, to make Revolving Loans to, or for the benefit of, Borrower, on behalf of the Revolving Lenders, that Administrative Agent, in its Permitted Discretion, deems necessary or desirable (1) to preserve or protect the Collateral, or any portion thereof, or (2) to enhance the likelihood of repayment of the Obligations (other than

the Bank Product Obligations) (the Revolving Loans described in this Section 3.02(d)(i) shall be referred to as "Protective Advances"). Notwithstanding the foregoing, the aggregate amount of all Protective Advances outstanding at any one time shall not exceed $10,000,000.

(ii) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 3.02(d)(iv), the Lenders hereby authorize Administrative Agent or Swing Lender, as applicable, and either Administrative Agent or Swing Lender, as applicable, may, but is not obligated to, knowingly and intentionally, continue to make Revolving Loans (including Swing Loans) to Borrower notwithstanding that an Overadvance exists or would be created thereby, so long as after giving effect to such Revolving Loans, the outstanding Revolver Usage (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) does not exceed the Maximum Revolver Amount. In the event Administrative Agent obtains actual knowledge that the Revolver Usage exceeds the amounts permitted by the immediately foregoing provisions, regardless of the amount of, or reason for, such excess, Administrative Agent shall notify the Lenders as soon as practicable (and prior to making any (or any additional) intentional Overadvances (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) unless Administrative Agent determines that prior notice would result in imminent harm to the Collateral or its value, in which case Administrative Agent may make such Overadvances and provide notice as promptly as practicable thereafter), and the Lenders with Commitments thereupon shall, together with Administrative Agent, jointly determine the terms of arrangements that shall be implemented with Borrower intended to reduce, within a reasonable time, the outstanding principal amount of the Revolving Loans to Borrower to an amount permitted by the preceding sentence. In such circumstances, if any Lender with a Commitment objects to the proposed terms of reduction or repayment of any Overadvance, the terms of reduction or repayment thereof shall be implemented according to the determination of the Required Lenders. The foregoing provisions are meant for the benefit of the Lenders and Administrative Agent and are not meant for the benefit of Borrower, which shall continue to be bound by the provisions of Section 3.03(e). Each Lender with a Commitment shall be obligated to settle with Administrative Agent as provided in Section 3.02(e) for the amount of such Lender's Pro Rata Share of any unintentional Overadvances by Administrative Agent reported to such Lender, any intentional Overadvances made as permitted under this Section 3.02(d)(ii), and any Overadvances resulting from the charging to the Loan Account of interest, fees, or Lender Group Expenses.

(iii) Each Protective Advance and each Overadvance (each, an "Extraordinary Advance") shall be deemed to be a Revolving Loan hereunder, except that no Extraordinary Advance shall be eligible to be a SOFR Loan and, prior to Settlement therefor, all payments on the Extraordinary Advances shall be payable to Administrative Agent solely for its own account. The Extraordinary Advances shall be repayable on demand, secured by Collateral Agent's Liens, constitute Obligations hereunder, and bear interest at the rate applicable from time to time to Revolving Loans that are Base Rate Loans. The provisions of this Section 3.02(d) are for the exclusive benefit of Administrative Agent, Swing Lender, and the Lenders and are not intended to benefit Borrower (or any other Loan Party) in any way.

(iv) Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary: (A) no Extraordinary Advance may be made by Administrative

Agent if such Extraordinary Advance would cause the aggregate principal amount of Extraordinary Advances outstanding to exceed an amount equal to 10% of the Maximum Revolver Amount; and (B) to the extent that the making of any Extraordinary Advance causes the aggregate Revolver Usage to exceed the Maximum Revolver Amount, such portion of such Extraordinary Advance shall be for Administrative Agent's sole and separate account and not for the account of any Lender and shall be entitled to priority in repayment in accordance with Section 10.03.

(e) **Settlement.** It is agreed that each Lender's funded portion of the Revolving Loans is intended by the Lenders to equal, at all times, such Lender's Pro Rata Share of the outstanding Revolving Loans. Such agreement notwithstanding, Administrative Agent, Swing Lender, and the other Lenders agree (which agreement shall not be for the benefit of Borrower) that in order to facilitate the administration of this Agreement and the other Loan Documents, settlement among the Lenders as to the Revolving Loans (including Swing Loans and Extraordinary Advances) shall take place on a periodic basis in accordance with the following provisions:

(i) Administrative Agent shall request settlement ("Settlement") with the Lenders on a weekly basis, or on a more frequent basis if so determined by Administrative Agent in its sole discretion (1) on behalf of Swing Lender, with respect to the outstanding Swing Loans, (2) for itself, with respect to the outstanding Extraordinary Advances, and (3) with respect to Borrower's or any of their Subsidiaries' payments or other amounts received, as to each by notifying the Lenders by telecopy, telephone, or other similar form of transmission, of such requested Settlement, no later than 5:00 p.m. on the Business Day immediately prior to the date of such requested Settlement (the date of such requested Settlement being the "Settlement Date"). Such notice of a Settlement Date shall include a summary statement of the amount of outstanding Revolving Loans (including Swing Loans and Extraordinary Advances) for the period since the prior Settlement Date. Subject to the terms and conditions contained herein (including Section 3.02(g)): (y) if the amount of the Revolving Loans (including Swing Loans and Extraordinary Advances) made by a Lender that is not a Defaulting Lender exceeds such Lender's Pro Rata Share of the Revolving Loans (including Swing Loans, and Extraordinary Advances) as of a Settlement Date, then Administrative Agent shall, by no later than 3:00 p.m. on the Settlement Date, transfer in immediately available funds to a Deposit Account of such Lender (as such Lender may designate), an amount such that each such Lender shall, upon receipt of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Swing Loans, and Extraordinary Advances), and (z) if the amount of the Revolving Loans (including Swing Loans, and Extraordinary Advances) made by a Lender is less than such Lender's Pro Rata Share of the Revolving Loans (including Swing Loans, and Extraordinary Advances) as of a Settlement Date, such Lender shall no later than 3:00 p.m. on the Settlement Date transfer in immediately available funds to Agent's Account, an amount such that each such Lender shall, upon transfer of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Swing Loans and Extraordinary Advances). Such amounts made available to Administrative Agent under clause (z) of the immediately preceding sentence shall be applied against the amounts of the applicable Swing Loans or Extraordinary Advances and, together with the portion of such Swing Loans or Extraordinary Advances representing Swing Lender's Pro Rata Share thereof, shall constitute Revolving Loans of such Lenders. If any such amount is not made available to Administrative Agent by any Lender on the Settlement Date applicable thereto to the extent required by the terms hereof, Administrative Agent shall be entitled to recover for its account such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate.

(ii) In determining whether a Lender's balance of the Revolving Loans (including Swing Loans and Extraordinary Advances) is less than, equal to, or greater than such Lender's Pro Rata Share of the Revolving Loans (including Swing Loans and Extraordinary Advances) as of a Settlement Date, Administrative Agent shall, as part of the relevant Settlement, apply to such balance the portion of payments actually received in good funds by Administrative Agent with respect to principal, interest, fees payable by Borrower and allocable to the Lenders hereunder, and proceeds of Collateral.

(iii) Between Settlement Dates, Administrative Agent, to the extent Extraordinary Advances or Swing Loans are outstanding, may pay over to Administrative Agent or Swing Lender, as applicable, any payments or other amounts received by Administrative Agent, that in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to the Extraordinary Advances or Swing Loans. Between Settlement Dates, Administrative Agent, to the extent no Extraordinary Advances or Swing Loans are outstanding, may pay over to Swing Lender any payments or other amounts received by Administrative Agent, that in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to Swing Lender's Pro Rata Share of the Revolving Loans. If, as of any Settlement Date, payments or other amounts of Borrower or its Subsidiaries received since the then immediately preceding Settlement Date have been applied to Swing Lender's Pro Rata Share of the Revolving Loans other than to Swing Loans, as provided for in the previous sentence, Swing Lender shall pay to Administrative Agent for the accounts of the Lenders, and Administrative Agent shall pay to the Lenders (other than a Defaulting Lender if Administrative Agent has implemented the provisions of Section 3.02(g)), to be applied to the outstanding Revolving Loans of such Lenders, an amount such that each such Lender shall, upon receipt of such amount, have, as of such Settlement Date, its Pro Rata Share of the Revolving Loans. During the period between Settlement Dates, Swing Lender with respect to Swing Loans, Administrative Agent with respect to Extraordinary Advances, and each Lender with respect to the Revolving Loans other than Swing Loans and Extraordinary Advances, shall be entitled to interest at the applicable rate or rates payable under this Agreement on the daily amount of funds employed by Swing Lender, Administrative Agent, or the Lenders, as applicable.

(iv) Anything in this Section 3.02(e) to the contrary notwithstanding, in the event that a Lender is a Defaulting Lender, Administrative Agent shall be entitled to refrain from remitting settlement amounts to the Defaulting Lender and, instead, shall be entitled to elect to implement the provisions set forth in Section 3.02(g).

(f) **Notation**. Administrative Agent, as a non-fiduciary agent for Borrower, shall maintain a register showing the principal amount of the Revolving Loans, owing to each Lender, including the Swing Loans owing to Swing Lender, and Extraordinary Advances owing to Administrative Agent, and the interests therein of each Lender, from time to time and such register shall, absent manifest error, conclusively be presumed to be correct and accurate.

(g) **Defaulting Lenders**.

(i) Notwithstanding the provisions of Section 10.03(b)(iii), Administrative Agent shall not be obligated to transfer to a Defaulting Lender any payments made by Borrower to Administrative Agent for the Defaulting Lender's benefit or any proceeds of Collateral that would otherwise be remitted hereunder to the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, Administrative Agent shall transfer any

such payments (A) first, to Administrative Agent to the extent of any Extraordinary Advances that were made by Administrative Agent and that were required to be, but were not, paid by Defaulting Lender, (B) second, to Swing Lender to the extent of any Swing Loans that were made by Swing Lender and that were required to be, but were not, paid by the Defaulting Lender, (C) third, to Issuing Lender, to the extent of the portion of a Letter of Credit Disbursement that was required to be, but was not, paid by the Defaulting Lender, (D) fourth, to each Non-Defaulting Lender ratably in accordance with their Commitments (but, in each case, only to the extent that such Defaulting Lender's portion of a Revolving Loan (or other funding obligation) was funded by such other Non-Defaulting Lender), (E) fifth, in Administrative Agent's sole discretion, to a suspense account maintained by Administrative Agent, the proceeds of which shall be retained by Administrative Agent and may be made available to be re-advanced to or for the benefit of Borrower (upon the request of Borrower and subject to the conditions set forth in Section 6.02) as if such Defaulting Lender had made its portion of Revolving Loans (or other funding obligations) hereunder, and (F) sixth, from and after the date on which all other Obligations have been paid in full, to such Defaulting Lender in accordance with tier (xiv) of Section 10.03(b). Subject to the foregoing, Administrative Agent may hold and, in its discretion, re-lend to Borrower for the account of such Defaulting Lender the amount of all such payments received and retained by Administrative Agent for the account of such Defaulting Lender. Solely for the purposes of voting or consenting to matters with respect to the Loan Documents (including the calculation of Pro Rata Share in connection therewith) and for the purpose of calculating the fee payable under Section 3.09(b), such Defaulting Lender shall be deemed not to be a "Lender" and such Lender's Commitment shall be deemed to be zero; provided, that the foregoing shall not apply to any of the matters governed by Section 12.12(a)(i) through (iii). The provisions of this Section 3.02(g) shall remain effective with respect to such Defaulting Lender until the earlier of (y) the date on which all of the Non-Defaulting Lenders, Administrative Agent, Issuing Lender, and Borrower shall have waived, in writing, the application of this Section 3.02(g) to such Defaulting Lender, or (z) the date on which such Defaulting Lender makes payment of all amounts that it was obligated to fund hereunder, pays to Administrative Agent all amounts owing by Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by Administrative Agent, provides adequate assurance of its ability to perform its future obligations hereunder (on which earlier date, so long as no Event of Default has occurred and is continuing, any remaining cash collateral held by Administrative Agent pursuant to Section 3.02(g)(ii) shall be released to Borrower). The operation of this Section 3.02(g) shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by Borrower of its duties and obligations hereunder to Administrative Agent, Issuing Lender, or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle Borrower, at their option, upon written notice to Administrative Agent, to arrange for a substitute Lender to assume the Commitment of such Defaulting Lender, such substitute Lender to be reasonably acceptable to Administrative Agent. In connection with the arrangement of such a substitute Lender, the Defaulting Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Assumption in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid its share of the outstanding Obligations (other than Bank Product Obligations, but including (1) all interest, fees, and other amounts that may be due and payable in respect

thereof, and (2) an assumption of its Pro Rata Share of its participation in the Letters of Credit); provided, that any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lender Groups' or Borrower's rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund. In the event of a direct conflict between the priority provisions of this Section 3.02(g) and any other provision contained in this Agreement or any other Loan 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 3.02(g) shall control and govern.

(ii) If any Swing Loan or Letter of Credit is outstanding at the time that a Lender becomes a Defaulting Lender then:

(A) such Defaulting Lender's Swing Loan Exposure and Letter of Credit Exposure shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares but only to the extent (x) the sum of all Non-Defaulting Lenders' Revolving Loan Exposures plus such Defaulting Lender's Swing Loan Exposure and Letter of Credit Exposure does not exceed the total of all Non-Defaulting Lenders' Commitments and (y) the conditions set forth in Section 6.02 are satisfied at such time;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, Borrower shall within one Business Day following notice by the Administrative Agent (x) first, prepay such Defaulting Lender's Swing Loan Exposure (after giving effect to any partial reallocation pursuant to clause (A) above) and (y) second, cash collateralize such Defaulting Lender's Letter of Credit Exposure (after giving effect to any partial reallocation pursuant to clause (A) above), pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Administrative Agent, for so long as such Letter of Credit Exposure is outstanding; provided, that Borrower shall not be obligated to cash collateralize any Defaulting Lender's Letter of Credit Exposure if such Defaulting Lender is also the Issuing Lender;

(C) if Borrower cash collateralizes any portion of such Defaulting Lender's Letter of Credit Exposure pursuant to this Section 3.02(g)(ii), Borrower shall not be required to pay any Letter of Credit Fees to Administrative Agent for the account of such Defaulting Lender pursuant to Section 3.05(b) with respect to such cash collateralized portion of such Defaulting Lender's Letter of Credit Exposure during the period such Letter of Credit Exposure is cash collateralized;

(D) to the extent the Letter of Credit Exposure of the Non-Defaulting Lenders is reallocated pursuant to this Section 3.02(g)(ii), then the Letter of Credit Fees payable to the Non-Defaulting Lenders pursuant to Section 3.05(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Letter of Credit Exposure;

(E) to the extent any Defaulting Lender's Letter of Credit Exposure is neither cash collateralized nor reallocated pursuant to this Section 3.02(g)(ii), then, without prejudice to any rights or remedies of the Issuing Lender or any Lender hereunder, all Letter of Credit Fees that would have otherwise been payable to such Defaulting Lender under Section 3.05(b) with respect to such portion of such Letter of Credit Exposure shall

instead be payable to the Issuing Lender until such portion of such Defaulting Lender's Letter of Credit Exposure is cash collateralized or reallocated;

(F) so long as any Lender is a Defaulting Lender, the Swing Lender shall not be required to make any Swing Loan and the Issuing Lender shall not be required to issue, amend, or increase any Letter of Credit, in each case, to the extent (x) the Defaulting Lender's Pro Rata Share of such Swing Loans or Letter of Credit cannot be reallocated pursuant to this Section 3.02(g)(ii) or (y) the Swing Lender or Issuing Lender, as applicable, has not otherwise entered into arrangements reasonably satisfactory to the Swing Lender or Issuing Lender, as applicable, and Borrower to eliminate the Swing Lender's or Issuing Lender's risk with respect to the Defaulting Lender's participation in Swing Loans or Letters of Credit; and

(G) Administrative Agent may release any cash collateral provided by Borrower pursuant to this Section 3.02(g)(ii) to the Issuing Lender and the Issuing Lender may apply any such cash collateral to the payment of such Defaulting Lender's Pro Rata Share of any Letter of Credit Disbursement that is not reimbursed by Borrower pursuant to Section 3.10(d). Subject to Section 12.25, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(h) **Independent Obligations**. All Revolving Loans (other than Swing Loans and Extraordinary Advances) shall be made by the Lenders contemporaneously and in accordance with their Pro Rata Shares. It is understood that (i) no Lender shall be responsible for any failure by any other Lender to perform its obligation to make any Revolving Loan (or other extension of credit) hereunder, nor shall any Commitment of any Lender be increased or decreased as a result of any failure by any other Lender to perform its obligations hereunder, and (ii) no failure by any Lender to perform its obligations hereunder shall excuse any other Lender from its obligations hereunder.

Section 3.03 Payments; Reductions of Commitments; Prepayments.

(a) **Payments by Borrower**.

(i) Except as otherwise expressly provided herein, all payments by Borrower shall be made to Agent's Account for the account of the Lender Group and shall be made in immediately available funds in the currency in which such Obligation is denominated, no later than 4:30 p.m. on the date specified herein; provided that, for the avoidance of doubt, any payments deposited into a Controlled Account shall be deemed not to be received by Administrative Agent on any Business Day unless immediately available funds have been credited to Agent's Account prior to 4:30 p.m. on such Business Day. Any payment received by Administrative Agent in immediately available funds in Agent's Account later than 4:30 p.m. shall be deemed to have been received (unless Administrative Agent, in its sole discretion, elects to credit it on the date received) on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day.

(ii) Unless Administrative Agent receives notice from Borrower prior to the date on which any payment is due to the Lenders that Borrower will not make such payment in full as and when required, Administrative Agent may assume that Borrower has made

(or will make) such payment in full to Administrative Agent on such date in immediately available funds and Administrative Agent may (but shall not be so required), in reliance upon such assumption, distribute to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent Borrower does not make such payment in full to Administrative Agent on the date when due, each Lender severally shall repay to Administrative Agent on demand such amount distributed to such Lender, together with interest thereon at the Defaulting Lender Rate for each day from the date such amount is distributed to such Lender until the date repaid.

(b) All payments in respect of the Obligations denominated in a currency other than Dollars shall be applied first to Obligations denominated in the same currency as the payments received and second to the Obligations denominated in the other currencies, if any; provided, that, Administrative Agent may, at its option (but is not obligated to), convert such currency received to the currency in which the Obligations are denominated at the Exchange Rate calculated by Administrative Agent in good faith on such date and Borrowers shall pay the costs of such conversion (or Administrative Agent may, at its option, charge such costs to the loan account of Borrowers maintained by such Agent).

(c) **Reduction of Revolver Commitments**.

The Revolver Commitments shall terminate on the Maturity Date or earlier termination thereof pursuant to the terms of this Agreement. Borrower may reduce the Revolver Commitments, without premium or penalty, to an amount not less than the greater of (a) $15,000,000 and (b) the sum of (1) the Revolver Usage as of such date, plus (2) the principal amount of all Revolving Loans not yet made as to which a request has been given by Borrower under Section 3.02(a), plus (3) the amount of all Letters of Credit not yet issued as to which a request has been given by Borrower pursuant to Section 3.10(a). Each such reduction shall be in an amount which is not less than $5,000,000, may be in any whole multiple of $1,000,000 in excess thereof and, shall be made by providing not less than 5 days prior written notice to Administrative Agent, and shall be irrevocable (provided that, to the extent that such notice states that it is conditioned upon the consummation of any other transaction or the occurrence of any event (including an acquisition or a Change of Control), such notice may be revoked by the Parent Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied). Once reduced, the Revolver Commitments may not be increased. Each such reduction of the Revolver Commitments shall reduce the Revolver Commitments of each Lender proportionately in accordance with its ratable share thereof. In connection with any reduction in the Revolver Commitments prior to the Maturity Date, if any Loan Party or any of its Subsidiaries owns any Margin Stock, Borrower shall deliver to Administrative Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by Borrower, together with such other documentation as Administrative Agent shall reasonably request, in order to enable Administrative Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the Board.

(d) **Optional Prepayments**.

Borrower may prepay the principal of any Revolving Loan at any time in whole or in part, without premium or penalty and any such prepayment under this Section 3.03(d) shall not result in a reduction of the Revolver Commitments. Any amounts prepaid pursuant to this Section 3.03(d) shall be applied in accordance with Section 10.03(b).

(e) **Mandatory Prepayments**.

(i) If, at any time, the Revolver Usage on such date exceeds the lesser of (A) the Borrowing

Base reflected in the Borrowing Base Certificate (with the US Dollar Equivalent of amounts therein updated from time to time based upon the most recent Revaluation Date) most recently delivered by Borrower to Administrative Agent, as adjusted for Bank Product Reserves, Rent Reserves and other Reserves established by Administrative Agent in accordance with Section 3.01(c) and (B) the aggregate commitments under the Credit Facility, then Borrower shall immediately prepay the Obligations in accordance with Section 10.03(b) in an aggregate amount equal to the amount of such excess.

(ii) If, at any time, the Revolver Usage of Canadian Borrower on such date exceeds the lesser of (A) the Borrowing Base reflected in the Borrowing Base Certificate (with the US Dollar Equivalent of amounts therein updated from time to time based upon the most recent Revaluation Date) most recently delivered by Borrower to Administrative Agent, as adjusted for Bank Product Reserves, Rent Reserves and other Reserves established by Administrative Agent in accordance with Section 3.01(c) *minus* the Revolver Usage of the U.S. Borrower and (B) the Canadian Maximum Revolver Amount, then Borrower shall immediately prepay the Obligations in accordance with Section 10.03(b) in an aggregate amount equal to the amount of such excess.

(iii) Administrative Agent shall apply all same day funds credited to the Administrative Agent's Account in accordance with Section 10.03(b).

Section 3.04 Promise to Pay; Promissory Notes.

(a) Borrower agree to pay the Lender Group Expenses on the earlier of (i) the first day of the month following the date on which the applicable Lender Group Expenses were first incurred (so long as no Event of Default exists, Administrative Agent shall provide Borrower a copy of the applicable invoice at least 3 Business Days prior to such date) and (ii) the date on which demand therefor is made by Administrative Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of Section 3.05(d) shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (ii)). Borrower promise to pay all of the Obligations (including principal, interest, premiums, if any, fees, costs, and expenses (including Lender Group Expenses)) in full on the Maturity Date or, if earlier, on the date on which the Obligations (other than the Bank Product Obligations) become due and payable pursuant to the terms of this Agreement. Borrower agree that their obligations contained in the first sentence of this Section 3.04(a) shall survive payment or satisfaction in full of all other Obligations.

(b) Any Lender may request that any portion of its Commitments or the Loans made by it be evidenced by one or more promissory notes (each a "Note"). In such event, Borrower shall execute and deliver to such Lender the requested promissory notes payable to the order of such Lender in a form furnished by Administrative Agent and reasonably satisfactory to Borrower. Thereafter, the portion of the Commitments and Loans evidenced by such promissory notes and interest thereon shall at all times be represented by one or more promissory notes in such form payable to the order of the payee named therein.

Section 3.05 Interest Rates and Letter of Credit Fee: Rates, Payments, and Calculations.

(a) **Interest Rates**. Except as provided in Section 3.05(c) and Section 3.11(d), all Obligations (except for undrawn Letters of Credit) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest as follows:

(i) With respect to Obligations in an aggregate amount up to the Formula Amount:

(A) if the relevant Obligation is a SOFR Loan in Dollars, at a *per annum* rate equal to Adjusted Term SOFR plus the SOFR Margin plus 1.00%,

(B) if the relevant Obligation is a SOFR Loan in Canadian Dollars, at a rate *per annum* equal to Adjusted Term CORRA plus the SOFR Margin plus 1.00%, and

(C) otherwise, at a *per annum* rate equal to the Base Rate plus the Base Rate Margin plus 1.00%.

(ii) with respect to all Obligations in excess of the Formula Amount:

(A) if the relevant Obligation is a SOFR Loan in Dollars, at a *per annum* rate equal to the Adjusted Term SOFR plus the SOFR Margin,

(B) if the relevant Obligation is a SOFR Loan in Canadian Dollars, at a *per annum* rate equal to Adjusted Term CORRA plus the SOFR Margin, and

(C) otherwise, at a *per annum* rate equal to the Base Rate plus the Base Rate Margin.

(b) **Letter of Credit Fee**. Borrower shall pay Administrative Agent (for the ratable benefit of the Revolving Lenders), a Letter of Credit fee (the "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 3.10(k)) that shall accrue at a *per annum* rate equal to the SOFR Margin times the average amount of Letter of Credit Usage during the immediately preceding calendar quarter (or if an Event of Default has occurred and is continuing, calendar month).

(c) **Default Rate**. Upon the occurrence and during the continuance of an Event of Default, at the direction of the Administrative Agent or the Required Lenders, and upon written notice by the Administrative Agent to the Borrower of such direction (provided, that such notice shall not be required for any Event of Default under Section 10.01(a)),

(i) all overdue Obligations (except for undrawn Letters of Credit) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest at a *per annum* rate equal to 2 percentage points above the *per annum* rate otherwise applicable thereunder, and

(ii) the Letter of Credit Fee shall be increased to 2 percentage points above the *per annum* rate otherwise applicable hereunder.

(d) **Payment**. Except to the extent provided to the contrary in Section 3.09, Section 3.10(k) or Section 3.11(a), (i) all interest and all other fees payable hereunder or under any of the other Loan Documents (other than Letter of Credit Fees) shall be due and payable, in arrears, on the first day of each calendar month, (ii) all Letter of Credit Fees payable hereunder, and all fronting fees and all commissions, other fees, charges and expenses provided for in Section 3.10(k) shall be due and payable, in arrears, on the first Business Day of each calendar month, and (iii) all costs and expenses payable hereunder or under any of the other Loan Documents, and all other Lender Group Expenses shall be due and payable on the earlier of (x) the first day of the calendar month following the date on which the applicable costs, expenses, or Lender Group Expenses were first incurred (so long as no Event of Default exists, Administrative Agent shall endeavor to provide Borrower a copy of the applicable invoice at least three (3) Business Days prior to such date) and

(y) the date on which demand therefor is made by Administrative Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of the following sentence shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (y)). Borrower hereby authorizes Administrative Agent, from time to time without prior notice to Borrower, to charge to the Loan Account (A) on the first day of each calendar month, all interest accrued during the prior calendar month on the Revolving Loans hereunder, (B) on the first Business Day of each calendar month, all Letter of Credit Fees accrued or chargeable hereunder during the prior calendar month, (C) as and when incurred or accrued, all fees and costs provided for in Section 3.09(a), (D) on the first day of each calendar month, the Unused Line Fee accrued during the prior calendar month pursuant to Section 3.09(b), (E) as and when incurred or accrued (so long as no Event of Default exists, Administrative Agent shall endeavor to provide Parent Borrower a copy of the applicable invoice at least three (3) Business Days prior to such charging of the Loan Account), all non-out-of-pocket audit, appraisal, valuation, or other charges or fees payable hereunder pursuant to Section 3.09(c), (F) as and when incurred or accrued (so long as no Event of Default exists, Administrative Agent shall endeavor to provide Borrower a copy of the applicable invoice at least three (3) Business Days prior to such charging of the Loan Account), all out-of-pocket audit, appraisal, valuation, or other charges or fees payable hereunder pursuant to Section 3.09(c), (G) as and when due and payable, (so long as no Event of Default exists, Administrative Agent shall endeavor to provide Borrower a copy of the applicable invoice at least three (3) Business Days prior to such charging of the Loan Account), all other fees payable hereunder or under any of the other Loan Documents, (H) as and when incurred or accrued, (so long as no Event of Default exists, Administrative Agent shall endeavor to provide Borrower a copy of the applicable invoice at least three (3) Business Days prior to such charging of the Loan Account) all other Lender Group Expenses, and (I) as and when due and payable all other payment obligations payable (so long as no Event of Default exists, Administrative Agent shall endeavor to provide Borrower a copy of the applicable invoice at least three (3) Business Days prior to such charging of the Loan Account) under any Loan Document or any Bank Product Agreement (including any amounts due and payable to the Bank Product Providers in respect of Bank Products); provided, that if such amounts are not paid and, instead, are charged to the Loan Account, they shall be charged thereto as of the day on which the item was first due and payable or incurred or accrued without regard to the applicable delay and such amounts shall accrue interest from such original date. All amounts (including interest, fees, costs, expenses, Lender Group Expenses, or other amounts payable hereunder or under any other Loan Document or under any Bank Product Agreement) charged to the Loan Account shall thereupon constitute Revolving Loans hereunder, shall constitute Obligations hereunder, and shall initially accrue interest at the rate then applicable to Revolving Loans that are Base Rate Loans (unless and until converted into SOFR Loans in accordance with the terms of this Agreement).

(e) **Computation**. Interest and fees shall be calculated on the basis of a 360 day year and actual days elapsed, other than for Base Rate Loans and SOFR Loans in Canadian Dollars which shall be calculated on the basis of 365 or 366 day year, as applicable, and actual days elapsed. In the event the Base Rate is changed from time to time hereafter, the rates of interest hereunder based upon the Base Rate automatically and immediately shall be increased or decreased by an amount equal to such change in the Base Rate.

(f) **Intent to Limit Charges to Maximum Lawful Rate**. In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. Borrower and the Lender Group, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, that, anything contained herein to the contrary notwithstanding, if such

rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, *ipso facto*, as of the date of this Agreement, Borrower shall be liable only for the payment of such maximum amount as is allowed by law, and payment received from Borrower in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

(g) **Interest Act (Canada); Nominal Rates**. For the purposes of the *Interest Act* (Canada) and disclosure thereunder only, whenever any interest or fee payable by any Loan Party is calculated using a rate based on a year of 360 or 365 days, as the case may be, the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 360 days or 365 days, as the case may be, (y) multiplied by the actual number of days in the calendar year in which such rate is to be ascertained and (z) divided by 360 or 365, as the case may be. The parties acknowledge and agree that all calculations of interest under this Agreement are to be made on the basis of the nominal interest rate described herein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest rates and the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.

(h) **Initial Benchmark Conforming Changes**. In connection with the use or administration of any initial Benchmark, 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. Administrative Agent will promptly notify Parent Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of any initial Benchmark.

Section 3.06 Crediting Payments. The receipt of any payment item by Administrative Agent shall not be required to be considered a payment on account unless such payment item is a wire transfer of immediately available federal funds made to Agent's Account or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then Borrower shall be deemed not to have made such payment and interest shall be calculated accordingly. Anything to the contrary contained herein notwithstanding, any payment item shall be deemed received by Administrative Agent only if it is received into Agent's Account on a Business Day on or before 4:30 p.m. If any payment item is received into Agent's Account on a non-Business Day or after 4:30 p.m. on a Business Day (unless Administrative Agent, in its sole discretion, elects to credit it on the date received), it shall be deemed to have been received by Administrative Agent as of the opening of business on the immediately following Business Day.

Section 3.07 Designated Account. Administrative Agent is authorized (but is not obligated to do so) to make the Revolving Loans, and Issuing Lender is authorized (but is not obligated to do so) to issue the Letters of Credit, under this Agreement based upon telephonic or other instructions received from anyone purporting to be an Authorized Officer or, without instructions, if pursuant to Section 3.05(d). Borrower agrees to establish and maintain the Designated Account with the Designated Account Bank for the purpose of receiving the proceeds of the Revolving Loans requested by Borrower and made by Administrative Agent or the Lenders hereunder. Unless otherwise agreed by Administrative Agent and Borrower, any Revolving Loan or Swing Loan requested by Borrower and made by Administrative Agent or the Lenders hereunder shall be made to the Designated Account.

Section 3.08 Maintenance of Loan Account; Statements of Obligations. Administrative Agent shall maintain an account on its books in the name of Borrower (the "Loan Account") on which Borrower will be charged with all Revolving Loans (including Extraordinary Advances and Swing Loans) made by Administrative Agent, Swing Lender, or the Lenders to Borrower or for Borrower's account, the Letters of Credit issued or arranged by Issuing Lender for Borrower's account, and with all other payment Obligations hereunder or under the other Loan Documents, including, accrued interest, fees and expenses, and Lender Group Expenses. In accordance with Section 3.06, the Loan Account will be credited with all payments received by Administrative Agent from Borrower or for Borrower's account. Administrative Agent shall make available to Borrower monthly statements regarding the Loan Account, including the principal amount of the Revolving Loans, interest accrued hereunder, fees accrued or charged hereunder or under the other Loan Documents, and a summary itemization of all charges and expenses constituting Lender Group Expenses accrued hereunder or under the other Loan Documents, and each such statement, absent manifest error, shall be conclusively presumed to be correct and accurate and constitute an account stated between Borrower and the Lender Group unless, within 30 days after Administrative Agent first makes such a statement available to Borrower, Borrower shall deliver to Administrative Agent written objection thereto describing the error or errors contained in such statement.

Section 3.09 Fees.

(a) **Administrative Agent**. The Borrower shall pay to the Administrative Agent, as and when due and payable under the terms of the Fee Letter, the fees set forth in the Fee Letter. Each Borrower (other than the Parent Borrower) is hereby added as a co-obligor under the Fee Letter, with the same force and effect as if each such Borrower had duly co-executed and co-delivered the Fee Letter with the Parent Borrower thereunder and agrees to all of the terms and provisions of the Fee Letter applicable to the Parent Borrower thereunder.

(b) **Unused Line Fee**. The Borrower shall pay to Administrative Agent, for the ratable account of the Revolving Lenders, an unused line fee (the "Unused Line Fee") in an amount equal to the Applicable Unused Line Fee Percentage *per annum*, times the result of (i) the aggregate amount of Revolver Commitments, less (ii) the Average Revolver Usage during the immediately preceding calendar month (or portion thereof), which Unused Line Fee shall be due and payable on the first day of each calendar month (for this purpose, outstanding Swing Loans shall be disregarded in the calculation of Average Revolver Usage) (*provided* that if an Event of Default has occurred and is continuing, such Unused Line Fee shall be due and payable, in arrears, on the first day of each calendar month), prior to the Termination Date and on the Termination Date.

(c) **Field Examination and Other Fees**. The Borrower shall pay to Administrative Agent, field examination, appraisal, and valuation fees and charges, as and when incurred or chargeable, as follows (i) a fee at the Administrative Agent's then-standard rate per day, per examiner, plus out-of-pocket expenses (including travel, meals, and lodging) for each field examination of Borrower performed by or on behalf of the Administrative Agent, and (ii) the fees, charges or expenses paid or incurred by Administrative Agent if it elects to employ the services of one or more third Persons to perform field examinations of Borrower or its Subsidiaries, to establish electronic collateral reporting systems, to appraise the Collateral, or any portion thereof, or to assess Borrower's or its Subsidiaries' business valuation; *provided*, that so long as no Specified Event of Default shall have occurred and be continuing, Borrower shall not be obligated to reimburse Administrative Agent for more than one (1) field examination and one (1) appraisal of the Collateral in each consecutive twelve-month period after the date of this Agreement; provided further, that (i) Borrower shall be obligated to reimburse Administrative Agent for one (1) additional field examination and one (1) additional appraisal of the Collateral for any consecutive twelve month period during which Specified Excess Availability has been less than the greater of $12,500,000

and 15% of the Line Cap for more than five (5) consecutive Business Days and (ii) for the avoidance of doubt, during the continuance of a Specified Event of Default, there shall be no limitations on such reimbursement obligations of the Borrower.

Section 3.10 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement and solely to the extent consented to in the sole discretion of the Administrative Agent and Required Lenders in writing with respect to any issuance of a Canadian Letter of Credit, upon the request of the applicable Borrower made in accordance herewith, and prior to the Maturity Date, Issuing Lender agrees to issue or cause a Canadian Underlying Issuer to issue (including as Issuing Lender's agent) a requested standby Letter of Credit for the account of the applicable Borrower. If Issuing Lender, at its option, elects to cause a Canadian Underlying Issuer to issue a requested Letter of Credit, then Issuing Lender 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 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 Letter of Credit; each such obligation or undertaking, irrespective of whether in writing, a "Canadian Reimbursement Undertaking") with respect to Letters of Credit issued by such Canadian Underlying Issuer. By submitting a request to Issuing Lender for the issuance of a Letter of Credit, the applicable Borrower shall be deemed to have requested that (i) Issuing Lender issue or (ii) in the case of a Canadian Letter of Credit, that the Canadian Underlying Issuer issue the requested Letter of Credit (and, in such case, to have requested the Issuing Lender to issue a Canadian Reimbursement Undertaking with respect to such requested Letter of Credit). Each request for the issuance of a Letter of Credit, or the amendment or extension of any outstanding Letter of Credit, shall be (i) irrevocable, (ii) made in writing by an Authorized Officer and delivered to Administrative Agent and Issuing Lender via telefacsimile or other electronic method of transmission reasonably acceptable to Administrative Agent and Issuing Lender and reasonably in advance of the requested date of issuance, amendment or extension and (iii) subject to Issuing Lender's authentication procedures with results satisfactory to Issuing Lender. Each such request shall be in form and substance reasonably satisfactory to Administrative Agent and Issuing Lender and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment 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 or extension, identification of the Letter of Credit to be so amended or extended) as shall be necessary to prepare, amend or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as Administrative Agent or Issuing Lender may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that Issuing Lender or Canadian Underlying Issuer generally requests for Letters of Credit in similar circumstances. Issuing Lender's records of the content of any such request will be conclusive. Anything contained herein to the contrary notwithstanding, Issuing Lender may, but shall not be obligated to, issue or cause to be issued a Letter of Credit that supports the obligations of Borrower or one of its Subsidiaries in respect of (x) a lease of real property, or (y) an employment contract.

(b) Issuing Lender shall have no obligation to issue a Letter of Credit or to issue a 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 Letter of Credit Usage would exceed the Letter of Credit Sublimit, or

(ii) the Letter of Credit Usage would exceed (A) the Maximum Revolver Amount less (B) the sum of the outstanding amount of (1) the Revolving Loans (including Swing Loans) and (2) the Pre-Petition ABL Revolving Loans, or

(iii) the Letter of Credit Usage would exceed (A) the Borrowing Base at such time less (B) the sum of the outstanding principal balance of (1) the Revolving Loans (inclusive of Swing Loans) and (2) the Pre-Petition ABL Revolving Loans at such time, or

(iv) the Letter of Credit Usage of the Canadian Borrowers would exceed the Canadian Maximum Revolver Amount *less* the outstanding amount of Canadian Revolving Credit Loans (including any Swing Loans made to the Canadian Borrower), or

(v) the Letter of Credit Usage of the Canadian Borrowers would exceed the Canadian Letter of Credit Sublimit.

(c) In the event there is a Defaulting Lender as of the date of any request for the issuance of a Letter of Credit, the Issuing Lender 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 Letter of Credit Exposure with respect to such Letter of Credit may not be reallocated pursuant to Section 3.02(g)(ii), or (ii) the Issuing Lender has not otherwise entered into arrangements reasonably satisfactory to it and Borrower to eliminate the Issuing Lender's risk with respect to the participation in such Letter of Credit or Canadian Reimbursement Undertaking of the Defaulting Lender, which arrangements may include Borrower cash collateralizing such Defaulting Lender's Letter of Credit Exposure in accordance with Section 3.02(g)(ii). Additionally, Issuing Lender shall have no obligation to issue or extend a Letter of Credit or Canadian Reimbursement Undertaking if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain Issuing Lender or Canadian Underlying Issuer from issuing such Letter of Credit or Canadian Reimbursement Undertaking, or any law applicable to Issuing Lender or Canadian Underlying Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over Issuing Lender or Canadian Underlying Issuer shall prohibit or request that Issuing Lender refrain from the issuance of letters of credit generally or such Letter of Credit or Canadian Reimbursement Undertaking in particular, or (B) the issuance of such Letter of Credit or Canadian Reimbursement Undertaking would violate one or more policies of Issuing Lender or Canadian Underlying Issuer applicable to letters of credit generally, or (C) if amounts demanded to be paid under any Letter of Credit will not or may not be in Dollars or Canadian Dollars, as applicable.

(d) Any Issuing Lender (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 Issuing Lender issues any Letter of Credit or Canadian Reimbursement Undertaking. In addition, each Issuing Lender (other than Wells Fargo or any of its Affiliates) shall, on the first Business Day of each week, submit to Administrative Agent a report detailing the daily undrawn amount of each Letter of Credit issued by such Issuing Lender during the prior calendar week. For the avoidance of doubt, Borrowers and the Lender Group 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 Issuing Lender at the request of Borrowers on the Closing Date. Each Letter of Credit shall be in form and substance reasonably acceptable to Issuing Lender, including the requirement that the amounts payable thereunder must be payable in Dollars or Canadian Dollars, as applicable. If Issuing Lender makes a payment under a Letter of Credit or Canadian Reimbursement Undertaking, Borrower shall pay to Administrative Agent an amount equal to the applicable Letter of Credit

Disbursement on the Business Day such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Revolving Loan in the applicable currency hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Article VI) and, initially, shall bear interest at the rate then applicable to Revolving Loans that are Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Revolving Loan in the applicable currency hereunder, Borrower's obligation to pay the amount of such Letter of Credit Disbursement to Issuing Lender shall be automatically converted into an obligation to pay the resulting Revolving Loan. Promptly following receipt by Administrative Agent of any payment from Borrower pursuant to this paragraph, Administrative Agent shall distribute such payment to Issuing Lender or, to the extent that Revolving Lenders have made payments pursuant to Section 3.10(e) to reimburse Issuing Lender or Canadian Underlying Issuer, then to such Revolving Lenders and Issuing Lender or Canadian Underlying Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement pursuant to Section 3.10(d), each Revolving Lender agrees to fund its Pro Rata Share of any Revolving Loan deemed made pursuant to Section 3.10(d) on the same terms and conditions as if Borrower had requested the amount thereof as a Revolving Loan and Administrative Agent shall promptly pay to Issuing Lender the amounts so received by it from the Revolving Lenders. By the issuance of a Letter of Credit (or an amendment or extension of a Letter of Credit) and without any further action on the part of Issuing Lender or the Revolving Lenders, Issuing Lender shall be deemed to have granted to each Revolving Lender, and each Revolving Lender shall be deemed to have purchased, a participation in each Letter of Credit issued by Issuing Lender, in an amount equal to its Pro Rata Share of such Letter of Credit, and each such Revolving Lender agrees to pay to Administrative Agent, for the account of Issuing Lender, such Revolving Lender's Pro Rata Share of any Letter of Credit Disbursement made by Issuing Lender under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to Administrative Agent, for the account of Issuing Lender, such Revolving Lender's Pro Rata Share of each Letter of Credit Disbursement made by Issuing Lender and not reimbursed by Borrower on the date due as provided in Section 3.10(d), or of any reimbursement payment that is required to be refunded (or that Administrative Agent or Issuing Lender elects, based upon the advice of counsel, to refund) to Borrower for any reason. Each Revolving Lender acknowledges and agrees that its obligation to deliver to Administrative Agent, for the account of Issuing Lender, an amount equal to its respective Pro Rata Share of each Letter of Credit Disbursement pursuant to this Section 3.10(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 VI. If any such Revolving Lender fails to make available to Administrative Agent the amount of such Revolving Lender's Pro Rata Share of a Letter of Credit Disbursement as provided in this Section, such Revolving Lender shall be deemed to be a Defaulting Lender and Administrative Agent (for the account of Issuing Lender) shall be entitled to recover such amount on demand from such Revolving Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) Borrower agrees to indemnify, defend and hold harmless each member of the Lender Group (including Issuing Lender, Canadian Underlying Issuer and their respective branches, Affiliates, and correspondents) and each such Person's respective directors, officers, employees, attorneys and agents (each, including Issuing Lender 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 fees and disbursements of attorneys, experts, or consultants and all other 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 3.15) (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 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;

(iii) any action or proceeding arising out of, or in connection with, any Letter of Credit (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 Letter of Credit;

(iv) any independent undertakings issued by the beneficiary of any Letter of Credit;

(v) any unauthorized instruction or request made to Issuing Lender in connection with any Letter of Credit or requested Letter of Credit, or any error, omission, interruption or delay in such instruction or request, whether transmitted by mail, courier, computer, 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;

(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;

(viii) 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 Issuing Lender 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) any third-party approval of goods shipped in connection with a Letter of Credit;

(xi) Issuing Lender's or Canadian Underlying Issuer's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;

(xii) any foreign language translation provided to Issuing Lender or Canadian Underlying Issuer in connection with any Letter of Credit;

(xiii) any foreign law or usage as it relates to Issuing Lender's or Canadian Underlying Issuer's issuance of a Letter of Credit in support of a foreign guarantee including without limitation the expiration of such guarantee after the related Letter of Credit expiration date and any resulting drawing paid by Issuing Lender or Canadian Underlying Issuer in connection therewith; or

(xiv) 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;

provided, that such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (xiv) 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. Borrower hereby agree to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 3.10(f). If and to the extent that the obligations of Borrower under this Section 3.10(f) are unenforceable for any reason, Borrower 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.

(g) The liability of Issuing Lender (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 Borrower that are caused directly by Issuing Lender'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. Borrower's aggregate remedies against Issuing Lender 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 Borrower to Issuing Lender in respect of the honored presentation in connection with such Letter of Credit under Section 3.10(d), plus interest at the rate then applicable to Base Rate Loans hereunder. Borrower shall take action to avoid and mitigate the amount of any damages claimed against Issuing Lender or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by Borrower under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by Borrower as a result of the breach or alleged wrongful conduct complained of; and (y) the amount (if any) of the loss that would have been avoided had Borrower taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing Issuing Lender or Canadian Underlying Issuer to effect a cure.

(h) Borrower is responsible for the final text of the Letter of Credit as issued by Issuing Lender or Canadian Underlying Issuer, irrespective of any assistance Issuing Lender or Canadian Underlying Issuer may provide such as drafting or recommending text or by Issuing Lender's or Canadian Underlying Issuer's use or refusal to use text submitted by Borrower. Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by Issuing Lender or Canadian Underlying Issuer, and Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. Borrower is solely responsible for the suitability of

the Letter of Credit for Borrower's purposes. If Borrower requests Issuing Lender to issue a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against Issuing Lender or Canadian Underlying Issuer; (ii) Borrower 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 between Issuing Lender, Canadian Underlying Issuer (if applicable) and Borrower. Borrower will examine the copy of the Letter of Credit and any other documents sent by Issuing Lender in connection therewith and shall promptly notify Issuing Lender (not later than three (3) Business Days following Borrower's receipt of documents from Issuing Lender or Canadian Underlying Issuer) of any non-compliance with Borrowers' instructions and of any discrepancy in any document under any presentment or other irregularity. Borrower understands and agrees that Issuing Lender or Canadian Underlying Issuer is not required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, Issuing Lender or Canadian Underlying Issuer, in its sole and absolute discretion, may give notice of non-extension of such Letter of Credit and, if Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, Borrower will so notify Administrative Agent and Issuing Lender or Canadian Underlying Issuer at least 30 calendar days before Issuing Lender or Canadian Underlying Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit. Borrower's acceptance or rejection of a Drawing Document presented under or in connection with any Letter of Credit (whether or not the document is genuine) or of any released goods shall preclude Borrower from raising a defense, set-off or claim with respect to Issuing Lender's honor of such presentation.

(i) Borrower's reimbursement and payment obligations under this Section 3.10 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 or any amendment thereto, 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) any delay in giving or failing to give notice (irrespective of whether notice is required) to any Borrower;

(iv) Issuing Lender, Canadian Underlying Issuer or any of its branches or Affiliates being the beneficiary of any Letter of Credit;

(v) Issuing Lender, Canadian Underlying Issuer or any correspondent 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;

(vi) the existence of any claim, set-off, defense or other right that Borrower or any of its Subsidiaries may have at any time against any beneficiary, transferee beneficiary, any assignee of proceeds, Issuing Lender, Canadian Underlying Issuer or any other Person;

(vii) Issuing Lender, Canadian Underlying Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at Issuing Lender's, Canadian Underlying Issuer's counters or are different from the electronic presentation;

(viii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 3.10(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, 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 Issuing Lender, Canadian Underlying Issuer, the beneficiary or any other Person; or

(ix) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 3.10(g) above, the foregoing shall not release Issuing Lender or Canadian Underlying Issuer from such liability to Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against Issuing Lender or Canadian Underlying Issuer following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of Borrower to Issuing Lender or Canadian Underlying Issuer arising under, or in connection with, this Section 3.10 or any Letter of Credit or Canadian Reimbursement Undertaking.

(j) Without limiting any other provision of this Agreement, Issuing Lender and each other Letter of Credit Related Person (if applicable) shall not be responsible to Borrower for, and Issuing Lender's rights and remedies against Borrower and the obligation of Borrower to reimburse Issuing Lender for each drawing under each Letter of Credit and 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 Issuing Lender'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 Issuing Lender or 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 (irrespective of whether notice is required) 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 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, UCP or eUCP 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 Issuing Lender 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 Issuing Lender or Canadian Underlying Issuer if subsequently Issuing Lender 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;

(xiii) honor of a presentation made at any location or counter of Issuing Lender counter notwithstanding any stated restrictions on presentation locations in the Letter of Credit;

(xiv) delivery of the Letter of Credit to the beneficiary using the Issuing Lender's branch network notwithstanding any advising bank preference by applicant; or

(xv) honor of a presentation that is subsequently determined by Issuing Lender 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) Borrower shall pay immediately upon demand to Administrative Agent for the account of Issuing Lender 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 pursuant to the provisions of Section 3.05(d) shall be deemed to constitute a demand for payment thereof for the purposes of this Section 3.10(k)): (i) a fronting fee which shall be imposed by Issuing Lender equal to 0.125% per annum times the average amount of the Letter of Credit Usage during the immediately preceding month (or portion thereof), *plus* (ii) any and all other customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, Issuing Lender, 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, extensions or cancellations). Borrowers shall also pay directly to Canadian Underlying Issuer all of its fees, commissions and charges in respect of 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 Issuing Lender or Canadian Underlying Issuer or any other member of the Lender Group 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 Issuing Lender, Canadian Underlying Issuer or any other member of the Lender Group 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 Issuing Lender, Canadian Underlying Issuer or any other member of the Lender Group 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 Borrower, and Borrower shall pay within 30 days after demand therefor, such amounts as Administrative Agent may specify to be necessary to compensate Issuing Lender, Canadian Underlying Issuer or any other member of the Lender Group 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) Borrower shall not be required to provide any compensation pursuant to this Section 3.10(l) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to Borrower, 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 3.10(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. This Section 3.10(l) shall not apply to any Indemnified Taxes or Excluded Taxes.

(m) Each standby Letter of Credit shall expire not later than the date that is 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 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) 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) Availability shall at any time be less than zero, then on the Business Day following the date when the Parent Borrower receives notice from Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Revolving Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Letter of Credit Collateralization pursuant to this Section 3.10(n) upon such demand, Borrower shall provide Letter of Credit Collateralization with respect to the then existing Letter of Credit Usage. If Borrower is required to provide Letter of Credit Collateralization hereunder as a result of the occurrence of an Event of Default, any cash collateral held by Administrative Agent as a result of such Letter of Credit Collateralization shall be returned by Administrative Agent to Borrower promptly, but in no event later than seven Business Days, after such Event of Default has been waived in accordance with this Agreement. If Borrower fails to provide Letter of Credit Collateralization as required by this Section 3.10(n), the Revolving Lenders may (and, upon direction of Administrative Agent, shall) advance, as Revolving Loans the amount of the cash collateral required pursuant to the Letter of Credit Collateralization provision so that the then existing Letter of Credit Usage is cash collateralized in accordance with the Letter of Credit Collateralization provision (whether or not the Revolver Commitments have terminated, an Overadvance exists or the conditions in Article VI are satisfied).

(o) Unless otherwise expressly agreed by Issuing Lender and Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit, (i) the substantive laws of the jurisdiction specified in the applicable Letter of Credit shall govern such Letter of Credit, or if no governing law is so specified, then the substantive laws of the jurisdiction of the office of the Issuing Lender that issued the applicable Letter of Credit shall govern**,** including in either case, the UCC as in effect from time to time in such jurisdiction but excluding any choice of law rules that would apply the law of a different jurisdiction, (ii) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP or eUCP shall apply to each commercial Letter of Credit.

(p) The ISP, the UCP and eUCP shall serve, in the absence of proof to the contrary, as evidence of Standard Letter of Credit Practice with respect to matters covered therein. Issuing Lender shall be deemed to have acted with due diligence and reasonable care if Issuing Lender'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 (i) the provisions of this Section 3.10 and any provision contained in any Issuer Document or Standard Letter of Credit Practice, 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, but in the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 3.10 shall control and govern, (ii) the ISP and the UCC or other Standard of Letter of Credit Practice, the ISP shall control and govern, (iii) the UCP or eUCP, as applicable, and the UCC or other Standard

Letter of Credit Practice if the Letter of Credit is governed by the UCP or eUCP, as applicable, the UCP and the eUCP shall control and govern, and (iv) the eUCP and the UCP if the Letter of Credit is governed by the eUCP, the eUCP shall control and govern.

(r) The provisions of this Section 3.10 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) At Borrower's costs and expense, Borrower shall execute and deliver to Issuing Lender such additional certificates, instruments and/or documents and take such additional action as may be reasonably requested by Issuing Lender to enable Issuing Lender to issue any Letter of Credit pursuant to this Agreement and related Issuer Document, to protect, exercise and/or enforce Issuing Lenders' rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document. Borrower irrevocably appoints Issuing Lender as its attorney-in-fact and authorizes Issuing Lender, without notice to Borrower, 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 Borrower is limited solely to such actions related to the issuance, confirmation or amendment of any Letter of Credit and to ancillary documents or letters customary in the letter of credit business. This appointment is coupled with an interest.

(t) With respect to each application for a Letter of Credit to cover the shipment or sale of goods, Borrower has obtained or will obtain, prior to submission of such application to Issuing Lender, all import, export or shipping licenses and other governmental approvals required in connection with the transaction(s) contemplated thereby or the issuance by Issuing Lender of any Letter of Credit.

(u) Issuing Lender, at its option, shall be subrogated to applicant's rights against any Person who may be liable to any applicant on any transaction or obligation underlying any Letter of Credit, to the rights of any holder in due course or Person with similar status against applicant, and to the rights of any beneficiary or any successor or assignee of any beneficiary.

Section 3.11 SOFR Option.

(a) Interest and Interest Payment Dates. In lieu of having interest charged at the rate based upon the Base Rate, Borrower shall have the option, subject to Section 3.11(b) below (the "SOFR Option") to have interest on all or a portion of the Revolving Loans be charged (whether at the time when made (unless otherwise provided herein), upon conversion from a Base Rate Loan to a SOFR Loan in the same currency, or upon continuation of a SOFR Loan as a SOFR Loan in the same currency) at a rate of interest based upon Adjusted Term SOFR with respect to Loans in Dollars or Adjusted Term CORRA with respect to Loans in Canadian Dollars. Interest on SOFR Loans shall be payable in the applicable currency on the earliest of (i) the last day of the Interest Period applicable thereto; provided, that, subject to the following clauses (ii) and (iii), in the case of any Interest Period greater than 3 months in duration, interest shall be payable at 3 month intervals after the commencement of the applicable Interest Period and on the last day of such Interest Period, (ii) the date on which all or any portion of the Obligations are accelerated pursuant to the terms hereof, or (iii) the date on which this Agreement is terminated pursuant to the terms hereof. On the last day of each applicable Interest Period, unless Borrower has properly exercised the SOFR Option with respect thereto, the interest rate applicable to such SOFR Loan automatically shall convert to the rate of interest then applicable to Base Rate Loans in such currency of the same type hereunder. At any time that an Event of Default has occurred and is continuing, at the written

election of the Administrative Agent or the Required Lenders, Borrower no longer shall have the option to request that Revolving Loans bear interest at a rate based upon Adjusted Term SOFR or Adjusted Term CORRA.

(b) SOFR Election.

(i) Borrower may, at any time and from time to time, so long as Borrower has not received a notice from the Administrative Agent (which notice the Administrative Agent may elect to give or not give in its discretion unless the Administrative Agent is directed to give such notice by the Required Lenders, in which case, it shall give the notice to Borrower), after the occurrence and during the continuance of an Event of Default, to terminate the right of Borrower to exercise the SOFR Option during the continuance of such Event of Default, elect to exercise the SOFR Option by notifying the Administrative Agent prior to 2:00 p.m. at least three (3) U.S. Government Securities Business Days (if in Dollars) or three (3) RFR Business Days' (if in Canadian Dollars), as applicable, prior to the commencement of the requested Interest Period (the "SOFR Deadline"). Notice of Borrower's election of the SOFR Option for a permitted portion of the Revolving Loans and an Interest Period pursuant to this Section shall be made by delivery to the Administrative Agent of a SOFR Notice received by the Administrative Agent before the SOFR Deadline. Promptly upon its receipt of each such SOFR Notice, the Administrative Agent shall provide a notice thereof to each of the affected Lenders.

(ii) Each SOFR Notice shall be irrevocable and binding on Borrower. In connection with each SOFR Loan, Borrower shall indemnify, defend, and hold the Administrative Agent and the Lenders harmless against any loss, cost, or expense actually incurred by the Administrative Agent or any Lender as a result of (A) the payment or required assignment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (B) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto, or (C) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any SOFR Notice delivered pursuant hereto (such losses, costs, or expenses, "Funding Losses").

(iii) A certificate of the Administrative Agent or a Lender delivered to Borrower setting forth in reasonable detail any amount or amounts that the Administrative Agent or such Lender is entitled to receive pursuant to this Section 3.11 shall be conclusive absent manifest error. Borrower shall pay such amount to the Administrative Agent or the Lender, as applicable, within 30 days of the date of its receipt of such certificate. If a payment of a SOFR Loan on a day other than the last day of the applicable Interest Period would result in a Funding Loss, the Administrative Agent may, in its sole discretion at the request of Borrower, hold the amount of such payment as cash collateral in support of the Obligations until the last day of such Interest Period and apply such amounts to the payment of the applicable SOFR Loan on such last day of such Interest Period, it being agreed that the Administrative Agent has no obligation to so defer the application of payments to any SOFR Loan and that, in the event that the Administrative Agent does not defer such application, Borrower shall be obligated to pay any resulting Funding Losses.

(iv) Unless the Administrative Agent, in its sole discretion, agrees otherwise, Borrower shall have not more than 5 SOFR Loans in effect at any given time. Borrower may only exercise the SOFR Option for proposed SOFR Loans of at least $1,000,000 or CD$1,000,000, as applicable.

(c) Conversion; Prepayment. Borrower may convert SOFR Loans to Base Rate Loans in the same currency or prepay SOFR Loans at any time; provided, that in the event that SOFR Loans are converted or prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any prepayment through the required application by the Administrative Agent of any payments or proceeds of Collateral in accordance with Section 10.03(b) or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, Borrower shall indemnify, defend, and hold the Administrative Agent and the Lenders and their Participants harmless against any and all Funding Losses in accordance with Section 3.11(b)(ii).

(d) Special Provisions Applicable to Adjusted Term SOFR and Adjusted Term CORRA.

(i) Adjusted Term SOFR or Adjusted Term CORRA may be adjusted by the Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs (other than Taxes which shall be governed by Section 3.15), in each case, due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, or pursuant to any Change in Law or change in the reserve requirements imposed by the Board or any other Governmental Authority, which additional or increased costs would increase the cost of funding or maintaining loans bearing interest at Adjusted Term SOFR or Adjusted Term CORRA. In any such event, the affected Lender shall give Borrowers and the Administrative Agent written notice of such a determination and adjustment and the Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, Borrowers may, by notice to such affected Lender (A) require such Lender to furnish to Borrowers a statement setting forth in reasonable detail the basis for adjusting Adjusted Term SOFR or Adjusted Term CORRA and the method for determining the amount of such adjustment, or (B) repay the SOFR Loans or Base Rate Loans determined with reference to Term SOFR or Term CORRA, in each case, of such Lender with respect to which such adjustment is made (together with any amounts due under Section 3.11(b)(ii)).

(ii) Subject to the provisions set forth in Section 3.11(d)(iii) below, in the event that any change in market conditions or any Change in Law shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans (or Base Rate Loans in the applicable currency determined with reference to Term SOFR or Term CORRA, as applicable) or to continue such funding or maintaining, or to determine or charge interest rates at the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, SOFR, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA, or CORRA, as applicable, such Lender shall give written notice of such changed circumstances to the Administrative Agent and Borrowers and the Administrative Agent promptly shall transmit the notice to each other Lender and (y)(i) in the case of any SOFR Loans of such Lender that are outstanding, such SOFR Loans of such Lender will be deemed to have been converted Base Rate Loans in the same currency on the last day of the Interest Period of such SOFR Loans, if such Lender may lawfully continue to maintain such SOFR Loans, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans, and thereafter interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Base Rate Loans (and if applicable, without reference to the Term SOFR or Term CORRA component thereof) and (ii) in the case of any such Base Rate Loans of such Lender that are outstanding and that are determined with reference to Term SOFR or

Term CORRA, as applicable, interest upon the Base Rate Loans of such Lender after the date specified in such Lender's notice shall accrue interest at the rate then applicable to Base Rate Loans without reference to the Term SOFR or Term CORRA, as applicable, component thereof and (z) Borrowers shall not be entitled to elect the SOFR Option and Base Rate Loans shall not be determined with reference to the Term SOFR or Term CORRA, as applicable, component thereof, in each case, until such Lender determines that it would no longer be unlawful or impractical to do so.

(iii) 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 then-current Benchmark, Administrative Agent and the Parent Borrower may amend this Agreement to replace the then-current 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 the Parent 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 3.11(d)(iii) 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, 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.

(C) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Parent 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 notify the Parent Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.11(d)(iii)(D) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.11(d)(iii), 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 3.11(d)(iii).

(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 and the Term CORRA Reference Rate) and either (I) 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 (II) 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 (I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (II) 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 the Parent Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a given Benchmark, (1) the Parent Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans in the applicable currency to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans in the applicable currency and (2) any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans in the same currency at the end of the applicable Interest Period. During any Benchmark Unavailability Period with respect to any given Benchmark or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark that is the subject of such Benchmark Unavailability Period or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

(e) No Requirement of Matched Funding. Anything to the contrary contained herein notwithstanding, neither Administrative Agent, nor any Lender, nor any of their Participants, is required actually to match fund any Obligation as to which interest accrues at Adjusted Term SOFR, the Term SOFR Reference Rate, Adjusted Term CORRA or the Term CORRA Reference Rate, as applicable.

(f) Change of Lending Office. Each Lender agrees that on the occurrence of any event giving rise to the operation of Section 3.10(l), Sections 3.11(d)(i) and (d)(ii), Section 3.12(a), or Section 3.15 with respect to such Lender, it will, if requested by the Borrower, use commercially reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event, provided that such designation is made on such terms that such Lender and its lending office suffer no legal, regulatory or unreimbursed economic disadvantage (including unreimbursed costs or expenses), with the object of avoiding the consequence of the event giving rise to the operation of such Section.

Section 3.12 Capital Requirements.

(a) If, after the date hereof, Issuing Lender or any Lender determines that (i) any Change in Law regarding capital, liquidity or reserve requirements for banks or bank holding companies, or (ii) compliance by Issuing Lender or such Lender, or their respective parent bank holding companies, with any guideline, request or directive of any Governmental Authority regarding capital adequacy or liquidity requirements (whether or not having the force of law), has the effect of reducing the return on Issuing Lender's, such Lender's, or such holding companies'

capital or liquidity as a consequence of Issuing Lender's or such Lender's commitments, Loans, participations or other obligations hereunder to a level below that which Issuing Lender, such Lender, or such holding companies could have achieved but for such Change in Law or compliance (taking into consideration Issuing Lender's, such Lender's, or such holding companies' then existing policies with respect to capital adequacy or liquidity requirements and assuming the full utilization of such entity's capital) by any amount deemed by Issuing Lender or such Lender to be material, then Issuing Lender or such Lender may notify Borrower and Administrative Agent thereof. Following receipt of such notice, Borrower agree to pay Issuing Lender or such Lender on demand the amount of such reduction of return of capital as and when such reduction is determined, payable within 30 days after presentation by Issuing Lender or such Lender of a statement in the amount and setting forth in reasonable detail Issuing Lender's or such Lender's calculation thereof and the assumptions upon which such calculation was based (which statement shall be deemed true and correct absent manifest error). In determining such amount, Issuing Lender or such Lender may use any reasonable averaging and attribution methods. Failure or delay on the part of Issuing Lender or any Lender to demand compensation pursuant to this Section shall not constitute a waiver of Issuing Lender's or such Lender's right to demand such compensation; provided that Borrower shall not be required to compensate Issuing Lender or a Lender pursuant to this Section for any reductions in return incurred more than 180 days prior to the date that Issuing Lender or such Lender notifies Borrower of such Change in Law giving rise to such reductions and of such Lender's intention to claim compensation therefor; provided further that if such claim arises by reason of the Change in Law that is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. This Section 3.12(a) shall not apply to any Indemnified Taxes or Excluded Taxes.

(b) Notwithstanding anything herein to the contrary, the protection of Sections 3.10(l), 3.11(d) and 3.12 shall be available to Issuing Lender and each Lender (as applicable) regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, judicial ruling, judgment, guideline, treaty or other change or condition which shall have occurred or been imposed, so long as it shall be customary for issuing lenders or lenders affected thereby to comply therewith. Notwithstanding any other provision herein, neither Issuing Lender nor any Lender shall demand compensation pursuant to this Section 3.12 if it shall not at the time be the general policy or practice of Issuing Lender or such Lender (as the case may be) to demand such compensation in similar circumstances under comparable provisions of other credit agreements, if any.

Section 3.13 Priority and Liens.

(a) Each of the Loan Parties hereby covenants and agrees that upon the entry of, and subject to the Interim Order (and when applicable, the Final Order) and subject and subordinate to the Carve Out in all respects, the Obligations: (i) pursuant to section 364(c)(1) of the Bankruptcy Code, shall at all times constitute allowed Superpriority Claims in the Chapter 11 Cases, having the priority set forth in the Orders and (ii) pursuant to sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, shall at all times be secured by valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens on, and security interests in, the Collateral, in each case, having the priorities over the Collateral (other than any Collateral pledged by any Canadian Loan Party which is located in Canada and solely to the extent such Lien cannot automatically receive super priority status upon entry of the applicable Order) set forth in the Interim Order and/or the Final Order and the Pre-Petition ABL/Term Loan Intercreditor Agreement and, with respect to clause (i) and (ii) above, the corresponding provisions of the Orders

are incorporated by reference herein as if such provisions appeared herein, *mutatis mutandis*.

(b) In accordance with the Interim Order (or, once entered, the Final Order) and subject and subordinate to the Carve Out in all respects, all of the Liens described in this Section 3.13 shall be effective and perfected upon entry of the Interim Order, without the necessity of the execution, recordation or filings by the Debtors of security agreements, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the Collateral Agent of, or over, any Collateral, as set forth in the Interim Order.

(c) In the event that any Loan Party that is a Debtor receives any payment or property in violation of the payment and lien priorities described herein or in the Orders, such Debtor shall be deemed to have received such payment in trust for the applicable Secured Parties in accordance with the provisions herein and thereof, and shall promptly turn over such amounts to the Administrative Agent.

Section 3.14 Waiver of any Priming Rights. Subject to the Carve-Out, upon the Closing Date, and on behalf of itself and its estate, and for so long as any Obligations or Pre-Petition ABL Obligations shall be outstanding, each Loan Party hereby irrevocably waives any right, pursuant to Sections 364(c) or 364(d) of the Bankruptcy Code or otherwise, to grant any Lien of equal or greater priority than the Liens securing the Obligations or Pre-Petition ABL Obligations, or to approve a claim of equal or greater priority than the Obligations or Pre-Petition ABL Obligations, other than as set forth in an Order or as expressly permitted under this Agreement.

Section 3.15 Net Payments.

(a) Except as provided in this Section 3.15(a), all payments made by or on behalf of the Borrower or Guarantors hereunder and under any Loan Document will be made free and clear of any defenses, rights of set-off, counterclaims, and without deduction or withholding for, any Taxes with respect to such payments, unless required by applicable law. If any Taxes are required to be withheld or deducted, the Borrower or Guarantor, if applicable, agrees to pay the full amount of such Taxes to the relevant Governmental Authority and, if such Tax is an Indemnified Tax, such additional amounts to the recipient as may be necessary so that every payment of all amounts due under this Agreement or under any Loan Document will not be less than the amount provided for herein or in such Loan Document after withholding or deduction for or on account of such Indemnified Taxes (including such deductions and withholdings applicable to additional sums payable under this Section 3.15(a)). As soon as practicable after any payment of Taxes, but in no event later than 45 days after the date of the payment of any Taxes, the Borrower or Guarantors, if applicable, will furnish to the Administrative Agent original or certified copies of the receipt issued by the relevant Governmental Authority evidencing such payment by such Borrower or Guarantor. Without duplication of the foregoing, the Borrower or Guarantors, if applicable, agree to indemnify and hold harmless the Administrative Agent and each Lender, and to reimburse such Person for the full amount of any Indemnified Taxes so levied or imposed (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.15(a)) and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed by the relevant Governmental Authority and paid by such Person, within 10 days after written demand therefor. Notwithstanding the foregoing, Borrower and Guarantors shall not be required to indemnify the Administrative Agent or any Lender pursuant to this Section 3.15(a) for any Tax for which the applicable recipient has received written notice from the applicable Governmental Authority or has otherwise had knowledge of for more than 180 days prior to the date that such Lender or the Administrative Agent notifies the Borrower of the

event that gives rise to such claim. A certificate as to the amount of such payment or liability and the reasons therefor in reasonable detail (provided that such Lender shall not be required to disclose any price sensitive information, any confidential information or any information to the extent prohibited by law or regulation) delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. The Borrower or Guarantor, if applicable, shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(b) Without limiting the generality of Section 3.15(c), each Lender and the Administrative Agent that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) for U.S. federal income tax purposes, agrees to deliver to the Borrower and the Administrative Agent (or in the case of the Administrative Agent, to the Borrower) on or prior to the date it becomes a party to this Agreement, two accurate, properly completed and duly executed copies of IRS Form W-9. Each Lender and the Administrative Agent that is not a United States Person (as such term is defined in Section 7701(a)(30) of the Code) for U.S. federal income tax purposes (each, a "Foreign Lender") agrees to deliver to the Borrower and the Administrative Agent (or in the case of the Administrative Agent, to deliver to the Borrower) on or prior to the date it becomes a party to this Agreement, whichever of the following is applicable:

(i) two accurate, properly completed and duly executed copies of IRS Form W-8-ECI, or any subsequent versions thereof or successors thereto;

(ii) two accurate, properly completed and duly executed copies of IRS Form W-8-BEN or Form W-8-BEN-E or any subsequent versions thereof or successors thereto, certifying to such Person's entitlement as of such date to a complete exemption from, or reduction of, United States withholding tax with respect to payments to be made under this Agreement and under any Note;

(iii) two accurate, properly completed and duly executed copies of IRS Form W-8IMY, or any subsequent versions thereof of successors thereto, and properly completed and duly executed copies of all required supporting documentation (including IRS Form W-8ECI, IRS Form W-8BEN (or W-8BEN-E), IRS Form W-9, Non-Bank Certificates (as defined below) and/or other certification documents from each beneficial owner); or

(iv) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code: (A) two properly completed and duly executed certificates providing that such Foreign Lender is not (1) a "bank" within the meaning of Section 881(c)(3)(A) of the Code; (2) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code; or (3) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, which certificates shall be substantially in the form of Exhibit E (any such certificate, a "Non-Bank Certificate") and (B) two accurate, properly completed and duly executed copies of IRS Form W 8BEN or Form W-8BEN-E (with respect to the portfolio interest exemption) (or any subsequent versions thereof or successors thereto) certifying to such Lender's entitlement as of such date to a complete exemption from United States withholding tax with respect to payments of interest to be made under this Agreement and under any Note.

In addition, the Administrative Agent and each Lender agrees that from time to time after the Closing Date, when a change in circumstances renders the previous certification inaccurate in any material respect, it will promptly deliver to the Borrower and the Administrative Agent two new accurate, properly

completed and duly executed copies of IRS Form W-8ECI, Form W-8IMY, Form W-8BEN or Form W-8BEN-E (with respect to the benefits of any income tax treaty), Form W-8BEN or Form W-8BEN-E (with respect to the portfolio interest exemption) and a Non-Bank Certificate, or IRS Form W-9, as the case may be (or any subsequent versions thereof or successors thereto), in order to confirm or establish its continued entitlement to a complete exemption from, or reduction of, United States withholding tax or backup withholding with respect to payments under this Agreement and any Note, or it shall promptly notify the Borrower and the Administrative Agent (if applicable) of its legal inability to deliver any such form or certificate.

Further, the Administrative Agent, and any successor or supplemental Administrative Agent, shall deliver to the Borrower (in such number of copies as shall be requested by the recipient) on or prior to the date on which the Administrative Agent becomes the administrative agent hereunder or under any other Loan Document (and from time to time thereafter upon the reasonable request of the Borrower) properly completed and duly executed copies of either (i) if it is a "United States person" (as defined in Section 7701(a)(30) of the Code) IRS Form W-9 (or any successor form) or (ii) if it is not a "United States person" a U.S. branch withholding certificate on IRS Form W-8IMY (or any successor form), together with required accompanying documentation, evidencing its agreement with the Borrower to be treated as a U.S. Person (with respect to amounts received on account of any Lender) and IRS Form W-8ECI (with respect to amounts received on its own account), together with required accompanying documentation, with the effect that, in either case, the Borrower will be entitled to make payments hereunder to the Administrative Agent without withholding or deduction on account of U.S. federal withholding Tax.

(c) If any Lender or the Administrative Agent is entitled to an exemption from or reduction in withholding Tax with respect to payments under this Agreement and any Note, then such Lender and the Administrative Agent agree, pursuant to the applicable Law in respect of Taxes, to deliver to the Borrower and the Administrative Agent upon request such properly completed and duly executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding, to the extent it is legally entitled to do so.

(d) 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 due diligence and reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent (or, in the case of a Participant, to the Lender granting the participation) such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent (or, in the case of a Participant, to the Lender granting the participation) as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 3.15(d), FATCA shall include any amendments made to FATCA after the date of this Agreement.

(e) If the Borrower or any Guarantor has paid an additional amount in respect of Indemnified Taxes to the Administrative Agent or any Lender pursuant to Section 3.15(a), paid any Other Taxes on behalf any such recipient pursuant to Section 3.15(a) or indemnified any such recipient for Indemnified Taxes pursuant to Section 3.15(a) hereof, then such recipient shall, at the expense of Borrower, cooperate in good faith with the Borrower in filing for and seeking any

refunds of such Taxes. If the Borrower or Guarantor pays any additional amount or makes any indemnity payment under this Section 3.15 to a Lender or the Administrative Agent and such Lender or the Administrative Agent determines in its reasonable discretion exercised in good faith that it has received any refund of Indemnified Taxes or Other Taxes as to which it has been indemnified by the Borrower or any Guarantor (a "Refund"), such Lender or the Administrative Agent shall pay to the Borrower or Guarantor, as the case may be, such Refund (but only to the extent of indemnity payments made under this Section 3.15 with respect to Indemnified Taxes and Other Taxes giving rise to such Refund) net of all out of pocket expenses (including Taxes) in respect of such Refund and without interest (other than any interest paid by the relevant Governmental Authority). The Borrower or such Guarantor, upon request of such Lender or the Administrative Agent, shall repay to such Lender or the Administrative Agent, the amount paid over pursuant to this paragraph (plus any interest, penalties or other charges imposed by the relevant Governmental Authority) in the event that such Lender or the Administrative Agent is required to repay such refund to such Governmental Authority. Such Lender or the Administrative Agent shall, at the Borrower or such Guarantor's request, provide the Borrower or such Guarantor with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority, if any, that relates exclusively to the Loan Documents (provided that such Lender or the Administrative Agent may delete any information therein that such Lender or the Administrative Agent deems confidential). Notwithstanding the prior two sentences, (i) nothing in this Section 3.15(e) shall require any Lender or the Administrative Agent to disclose or make available any confidential information to the Borrower or the Guarantor (including, without limitation, its tax returns), (ii) no Lender or the Administrative Agent shall be required to pay any amounts pursuant to this Section 3.15(e) at any time during which an Event of Default under Section 10.01(a) exists (provided that such amounts shall be credited against amounts otherwise owed under this Agreement by the Borrower or any Guarantor), and (iii) notwithstanding anything to the contrary in this Section 3.15(e), in no event will the Lender or Administrative Agent be required to pay any amount to the Borrower or Guarantor the payment of which would place the Lender or Administrative Agent in a less favorable net after-Tax position than the Lender or Administrative Agent would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid.

Section 3.16 Replacement of Lenders; Defaulting Lenders.

(a) (x) If any Lender becomes a Defaulting Lender, (y) upon the occurrence of any event giving rise to the operation of Section 3.11(d)(i) and (d)(ii), Section 3.12 or Section 3.15 with respect to any Lender which results in such Lender charging to the Borrower increased costs in excess of those being generally charged by the other Lenders or (z) in the case of a refusal by a Lender to consent to a proposed change, waiver, discharge or termination with respect to this Agreement that requires the consent of each Lender or each directly and adversely affected Lender which has been approved by the Required Lenders as (and to the extent) provided in Section 12.12(a), the Borrower shall have the right, (I) to terminate the Commitment of such Lender and repay all Obligations of the Borrower owing to such Lender relating to the Loans and participations held by such Lender as of such termination date or (II) in accordance with Section 12.04 to replace such Lender (the "Replaced Lender") with one or more other Eligible Assignees, none of whom shall constitute a Defaulting Lender at the time of such replacement (collectively, the "Replacement Lender") and each of which shall be reasonably acceptable to the Administrative Agent (to the extent the Administrative Agent's consent would be required under Section 12.04); provided that:

(i) in the case of clause (II) above, at the time of any replacement pursuant to this Section 3.16, the Replacement Lender shall enter into one or more Assignment and Assumptions pursuant to Section 12.04 (and with all fees payable pursuant to said Section

12.04 to be paid by the Replacement Lender and/or the Replaced Lender (as may be agreed to at such time by and among the Borrower, the Replacement Lender and the Replaced Lender)) pursuant to which the Replacement Lender shall acquire all of the Commitments and outstanding Loans of the Replaced Lender and, in connection therewith, shall pay to the Replaced Lender in respect thereof an amount equal to an amount equal to the principal of, and all accrued interest on, all outstanding Loans of the respective Replaced Lender; and

(ii) all obligations of the Borrower then owing to the Replaced Lender shall be paid in full to such Replaced Lender concurrently with such replacement.

(b) Upon receipt by the Replaced Lender of all amounts required to be paid to it pursuant to this Section 3.16, the Administrative Agent or the Borrower shall be entitled (but not obligated) and is authorized (which authorization is coupled with an interest) to execute an Assignment and Assumption on behalf of such Replaced Lender, and any such Assignment and Assumption so executed by the Administrative Agent and the Replacement Lender shall be effective for purposes of this Section 3.16 and Section 12.04. Upon the execution of the respective Assignment and Assumption, the payment of amounts referred to in clauses (i) and (ii) above, and the recordation of the assignment on the Register by the Administrative Agent pursuant to Section 12.15, the Replacement Lender shall become a Lender hereunder and the Replaced Lender shall cease to constitute a Lender hereunder, except with respect to indemnification provisions under this Agreement (including, without limitation, Sections 3.11, 3.12, 3.15, 11.06, 12.01 and 12.06), which shall survive as to such Replaced Lender. In the case of the substitution of a Lender pursuant to this Section, if the Lender being replaced does not execute and deliver to the Administrative Agent a duly completed Assignment and Assumption and/or any other documentation necessary to reflect such replacement by the later of (x) the date on which the Replacement Lender executed and delivered such Assignment and Assumption and/or such other documentation and (y) the date as of which all obligations of the borrower required to be paid to the Replaced Lender pursuant to this Section, then the Replaced Lender shall be deemed to have executed and delivered such Assignment and Assumption and/or such other documentation as of such date and the Administrative Agent and Borrower shall each be entitled (but not obligated) to execute and deliver such Assignment and Assumption and/or such other documentation on behalf of such Replaced Lender.

Section 3.17 Joint and Several Liability of the Borrower.

(a) Each Person that is a Borrower is accepting joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Lender Group under this Agreement, for the mutual benefit, directly and indirectly, of each Person that is a Borrower and in consideration of the undertakings of each other Person that is a Borrower to accept joint and several liability for the Obligations.

(b) Each Person that is a Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with each other Person that is a Borrower, with respect to the payment and performance of all of the Obligations (including any Obligations arising under this Section 3.17), it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Person that is a Borrower without preferences or distinction among them. Accordingly, each Person that is a Borrower hereby waives any and all suretyship defenses that would otherwise be available to such Person under applicable law.

(c) If and to the extent that any Person that is a Borrower shall fail to make any payment with respect to any of the Obligations as and when due, whether upon maturity, acceleration, or otherwise, or to perform any of the Obligations in accordance with the terms thereof, then in each such event each other Person that is a Borrower will make such payment with respect to, or perform, such Obligations until such time as all of the Obligations are paid in full, and without the need for demand, protest, or any other notice or formality.

(d) The Obligations of each Person that is a Borrower under the provisions of this Section 3.17 constitute the absolute and unconditional, full recourse Obligations of each Person that is a Borrower enforceable against each Person that is a Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of the provisions of this Agreement (other than this Section 3.17(d)) or any other circumstances whatsoever.

(e) Without limiting the generality of the foregoing and except as otherwise expressly provided in this Agreement, each Person that is a Borrower hereby waives presentments, demands for performance, protests and notices, including notices of acceptance of its joint and several liability, notice of any Revolving Loans or any Letters of Credit issued under or pursuant to this Agreement, notice of the occurrence of any Default, Event of Default, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Agreement, notices of the existence, creation, or incurring of new or additional Obligations or other financial accommodations or of any demand for any payment under this Agreement, notice of any action at any time taken or omitted by Administrative Agent or Lenders under or in respect of any of the Obligations, any right to proceed against any other Person that is a Borrower or any other Person, to proceed against or exhaust any security held from any other Person that is a Borrower or any other Person, to protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Person that is a Borrower, any other Person, or any collateral, to pursue any other remedy in any member of the Lender Group's or any Bank Product Provider's power whatsoever, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with this Agreement (except as otherwise provided in this Agreement), any right to assert against any member of the Lender Group or any Bank Product Provider, any defense (legal or equitable), set-off, counterclaim, or claim which each Person that is a Borrower may now or at any time hereafter have against any other Person that is a Borrower or any other party liable to any member of the Lender Group or any Bank Product Provider, any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Obligations or any security therefor, and any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Person's rights of subrogation, reimbursement, contribution, or indemnity of such Person against any other Person that is a Borrower. Without limiting the generality of the foregoing, each Person that is a Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Administrative Agent or Lenders at any time or times in respect of any default by any Person that is a Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by Administrative Agent or Lenders in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any Person that is a Borrower. Without limiting the generality of the foregoing, each Person that is a Borrower assents to any other action or delay in acting or failure

to act on the part of any Administrative Agent or Lender with respect to the failure by any Person that is a Borrower to comply with any of its respective Obligations, including any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder, which might, but for the provisions of this Section 3.17 afford grounds for terminating, discharging or relieving any Person that is a Borrower, in whole or in part, from any of its Obligations under this Section 3.17, it being the intention of each Person that is a Borrower that, so long as any of the Obligations hereunder remain unsatisfied, the Obligations of each Person that is a Borrower under this Section 3.17 shall not be discharged except by performance and then only to the extent of such performance. The Obligations of each Person that is a Borrower under this Section 3.17 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any other Person that is a Borrower or any Administrative Agent or Lender. Each Person that is a Borrower waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Person that is a Borrower or other circumstance which operates to toll any statute of limitations as to any Person that is a Borrower shall operate to toll the statute of limitations as to each Person that is a Borrower. Each Person that is a Borrower waives any defense based on or arising out of any defense of any Person that is a Borrower or any other Person, other than payment of the Obligations to the extent of such payment, based on or arising out of the disability of any Person that is a Borrower or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Person that is a Borrower other than payment of the Obligations to the extent of such payment. Collateral Agent may, at the election of the Required Lenders, foreclose upon any Collateral held by the Collateral Agent by one or more judicial or nonjudicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy Administrative Agent, any other member of the Lender Group, or any Bank Product Provider may have against any Person that is a Borrower or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any Person that is a Borrower hereunder except to the extent the Obligations have been paid.

(f) Each Person that is a Borrower represents and warrants to Administrative Agent and Lenders that such Person is currently informed of the financial condition of each Person that is a Borrower and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Person that is a Borrower further represents and warrants to Administrative Agent and Lenders that such Person has read and understands the terms and conditions of the Loan Documents. Each Person that is a Borrower hereby covenants that such Person will continue to keep informed of the financial condition of each other Person that is a Borrower and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

(g) The provisions of this Section 3.17 are made for the benefit of Administrative Agent, each member of the Lender Group, each Bank Product Provider, and their respective successors and assigns, and may be enforced by it or them from time to time against any or each Person that is a Borrower as often as occasion therefor may arise and without requirement on the part of Administrative Agent, any member of the Lender Group, any Bank Product Provider, or any of their successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any Person that is a Borrower or to exhaust any remedies available to it or them against any Person that is a Borrower or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 3.17 shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied, subject to the following sentence. If at any time, any payment, or any part

thereof, made in respect of any of the Obligations, is rescinded or must otherwise be restored or returned by Administrative Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Person that is a Borrower, or otherwise, the provisions of this Section 3.17 will forthwith be reinstated in effect, as though such payment had not been made (and this provision shall survive the termination of this Agreement and the repayment in full of the Obligations).

(h) Each Person that is a Borrower hereby agrees that it will not enforce any of its rights that arise from the existence, payment, performance or enforcement of the provisions of this Section 3.17, including rights of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Administrative Agent, any other member of the Lender Group, or any Bank Product Provider against any Person that is a Borrower, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Person that is a Borrower, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until such time as all of the Obligations have been paid in full in cash. Any claim which any Person that is a Borrower may have against any other Person that is a Borrower with respect to any payments to any Administrative Agent or any member of the Lender Group hereunder or under any of the Bank Product Agreements are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Person that is a Borrower, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Person that is a Borrower therefor. If any amount shall be paid to any Person that is a Borrower in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall forthwith be paid to Administrative Agent to be credited and applied to the Obligations and all other amounts payable under this Agreement, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Obligations or other amounts payable under this Agreement thereafter arising. Notwithstanding anything to the contrary contained in this Agreement, no Person that is a Borrower may exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any other Person that is a Borrower (the "Foreclosed Borrower"), including after payment in full of the Obligations, if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such Foreclosed Borrower whether pursuant to this Agreement or otherwise.

(i) Each Person that is a Borrower hereby acknowledges and affirms that it understands that to the extent the Obligations are secured by Real Property located in California, each Person that is a Borrower shall be liable for the full amount of the liability hereunder notwithstanding the foreclosure on such Real Property by trustee sale or any other reason impairing such Person's right to proceed against any other Loan Party. In accordance with Section 2856 of the California Civil Code or any similar laws of any other applicable jurisdiction, each Person that is a Borrower hereby waives until such time as the Obligations have been paid in full:

(i) all rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to each Person that is a Borrower by reason of Sections 2787 to 2855, inclusive, 2899, and 3433 of the California Civil Code or any similar laws of any other applicable jurisdiction;

(ii) all rights and defenses that each Person that is a Borrower may have because the Obligations are secured by Real Property located in California, meaning, among other things, that: (A) Administrative Agent, the other members of the Lender Group, and the Bank Product Providers may collect from each Person that is a Borrower without first foreclosing on any real or personal property collateral pledged by any Loan Party, and (B) if Administrative Agent, on behalf of the Lender Group, forecloses on any Real Property Collateral pledged by any Loan Party, (1) the amount of the Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (2) the Lender Group may collect from the Loan Parties even if, by foreclosing on the Real Property Collateral, Administrative Agent or the other members of the Lender Group have destroyed or impaired any right any Person that is a Borrower may have to collect from any other Loan Party, it being understood that this is an unconditional and irrevocable waiver of any rights and defenses each Person that is a Borrower may have because the Obligations are secured by Real Property (including, without limitation, any rights or defenses based upon Sections 580a, 580d, or 726 of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction); and

(j) all rights and defenses arising out of an election of remedies by Administrative Agent, the other members of the Lender Group, and the Bank Product Providers, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Obligations, has destroyed the rights of subrogation and reimbursement if each Person that is a Borrower against any other Loan Party by the operation of Section 580d of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction or otherwise.

ARTICLE IV
TERM OF AGREEMENT

Section 4.01 Maturity. This Agreement shall continue in full force and effect for a term ending on the Maturity Date, unless otherwise terminated prior to such date in accordance with the terms hereof.

Section 4.02 Effect of Maturity. On the Maturity Date, all commitments of the Lender Group to provide additional credit hereunder shall automatically be terminated (excluding any unasserted contingent indemnification Obligations) and all of the Obligations immediately shall become due and payable without notice or demand and Borrower shall be required to repay all of the Obligations (excluding any unasserted contingent indemnification Obligations) in full. No termination of the obligations of the Lender Group (other than repayment in full of the Obligations (excluding any unasserted contingent indemnification Obligations) and termination of the Commitments) shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder or under any other Loan Document and Collateral Agent's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect until all Obligations (excluding any unasserted contingent indemnification Obligations) have been repaid in full and the Commitments have been terminated. When all of the Obligations (excluding any unasserted contingent indemnification Obligations) have been repaid in full and the Lender Group's obligations to provide additional credit under the Loan Documents have been terminated irrevocably, Collateral Agent will, at Borrower's sole expense, execute and deliver any termination statements, lien releases, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, Collateral Agent's Liens and all notices of security interests and liens previously filed by Collateral Agent.

Section 4.03 Early Termination by Borrower. Borrower have the option, at any time upon 5 days prior written notice to Administrative Agent, to terminate this Agreement and terminate the

Commitments hereunder by repaying to Administrative Agent all of the Obligations in full (excluding any unasserted contingent indemnification Obligations). The foregoing notwithstanding, (a) Borrower may rescind termination notices if termination is conditioned on an event and such event does not occur, and (b) Borrower may extend the date of termination at any time.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Each of Holdings (solely with respect to Sections 5.01, 5.02, 5.03, 5.04, 5.08, 5.12, 5.13, 5.14, 5.18, 5.19, 5.23, 5.24 and 5.25), each of the Subsidiary Guarantors and the Borrower represents and warrants, in each case after giving effect to the Transactions, to the Administrative Agent, Collateral Agent and each Lender on the Closing Date and, except as otherwise provided in the applicable provisions of this Agreement, on each other date thereafter on which a Borrowing is made hereunder that:

Section 5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each of the Subsidiaries (subject, in the case of clause (c), to the Legal Reservations and Section 5.03) (a) is a Person duly organized, formed or incorporated, amalgamated or continued, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of the jurisdiction of its incorporation or organization, (b) subject to the Orders, has all requisite power and authority to, subject to the entry of the Orders and subject to the terms thereof, (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 is authorized to do business and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification and (d) subject to the Orders, 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 the Borrower), (b)(i), (b)(ii) (other than with respect to the Borrower), (c) and (d), to the extent that any failure to be so or to have such could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. Subject to the entry of the Orders and subject to the terms thereof, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party, are within such Loan Party's corporate or other powers, have been duly authorized by all necessary corporate or other organizational action and do not (a) contravene the terms of any of such Person's Organizational Documents; or (b) violate any Law (other than violations arising as a result of the commencement of the Chapter 11 Cases and except as otherwise excused by the Bankruptcy Court); except in each case to the extent that such violation could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.03 Governmental Authorization; Other Consents. Subject to the entry of the Orders and subject to the terms thereof, no approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person, except to the extent arising under the documents governing the Pre-Petition Debt, is necessary or required in connection with (a) the execution, delivery, 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 Security Documents or (c) the perfection or maintenance of the Liens created under the Security Documents, except for (w) filings and registrations necessary to perfect the Liens on the Collateral granted by the Loan Parties consisting of UCC or PPSA financing statements and filings in the United States Patent and Trademark Office, the United States Copyright Office, and the Canadian Intellectual Property Office, (x) 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, (y) those

approvals, consents, exemptions, authorizations or other actions, notices or filings set out in the Security Documents and (z) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.04 Binding Effect. Subject to the entry of the Orders and subject to the terms thereof, this Agreement and each other Loan Document has been duly executed and delivered by each Loan Party (to the extent such concept is applicable in the relevant jurisdiction and subject, in each case, to the Legal Reservations and Section 5.03) that is party thereto. Subject to the entry of the Interim Order or Final Order, as applicable, and the Legal Reservations, 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.

Section 5.05 Financial Statements; No Material Adverse Effect.

(a) The audited consolidated financial statements of the Parent Borrower (or of any Parent Holding Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) and its Subsidiaries most recently delivered pursuant to Section 7.01(a) fairly present in all material respects the consolidated financial condition of the Parent Borrower (or of any Parent Holding Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) and its Subsidiaries as of the dates thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) The unaudited consolidated financial statements of the Parent Borrower (or of any Parent Holding Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) and its Subsidiaries most recently delivered pursuant to Section 7.01(b) or 7.01(d) (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects the consolidated financial condition of the Parent Borrower (or of any Parent Holding Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject to the absence of footnotes and to normal and recurring year-end audit adjustments.

(c) Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

(d) The financial projections included in the Initial Budget and any Updated Budget prepared by or on behalf of the Borrower or any of their representatives and that have been made available to any Lender in connection with the Credit Facility have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable in light of the conditions existing at the time furnished (it being understood that the 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 Borrower, that no assurance can be given that any particular financial projection will be realized, that actual results may differ significantly from projected results and that such differences may be material).

Section 5.06 Litigation. As of the Closing Date, except for the Chapter 11 Cases, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, against any Borrower Party,

or against any of their properties or revenues that would reasonably be expected to have a Material Adverse Effect.

Section 5.07 Use of Proceeds.

(a) The proceeds of Loans made hereunder and of Letters of Credit issued hereunder will be used by the Borrowers, solely on or after the Closing Date, in each case, subject to the Approved Budget (taking into account permitted variances) and the Orders: (i) for the payment of working capital and other general corporate needs of the Debtors in the ordinary course of business, (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, (iv) to make Pre-Petition Payments to the extent permitted by, and as set forth in, the Approved Budget (taking into account permitted variances), or otherwise as approved by the Bankruptcy Court, (v) for the payment of fees and the reasonable and documented fees and expenses of the Agents and the Lenders owed under the Loan Documents, (vi) to make payments with respect to the Adequate Protection Obligations, and (vii) any other purposes of the Debtors permitted by the Approved Budget (taking into account permitted variances), approved by the Bankruptcy Court or approved by the prior written consent of the Administrative Agent and the Required Lenders acting in their sole discretion. The Loan Parties shall not be permitted to use the proceeds of the Loans, Letters of Credit or any cash collateral in contravention of the provisions of the Loan Documents, the applicable Order, or the applicable insolvency laws, including any restrictions or limitations on the use of proceeds contained therein.

(b) Borrowers may not use the proceeds of the Credit Facility to pay any Indebtedness that is not included in the then Approved Budget without the written consent of the Administrative Agent and the Required Lenders in their sole discretion. Notwithstanding anything herein to the contrary, no portion or proceeds of the Loans or the Collateral, and no disbursements set forth in the Approved Budget, shall be used for the payments or purposes which would violate the terms of the Orders.

(c) No part of the proceeds of any Loan or Letter of Credit will be used, directly or, to Borrower's reasonable knowledge, indirectly, to make any payments to a Sanctioned Entity, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity, to fund any operations, activities or business of a Sanctioned Entity, or in any other manner that would result in a violation of Sanctions by any Person party to this Agreement, and no part of the proceeds of any Loan or Letter of Credit will be used, directly or, to Borrower's reasonable knowledge, 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.

Section 5.08 Ownership of Property; Liens.

(a) Each Loan Party and each of the Subsidiaries has fee simple or other comparable valid title to, or leasehold interests in, all real 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 and Liens permitted by Section 8.02, except where the failure to have such title or interests could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the use or operation of any real property necessary for the ordinary conduct of the Borrower's business, taken as a whole.

(b) Set forth on Schedule 5.08 hereto is a complete and accurate list, in all material respects, of all Material Real Property owned by any Loan Party as of the Petition Date, showing as of the Petition Date, the street address (to the extent available), county or other relevant jurisdiction, state and record owner. As of the Petition Date, no Loan Party owns any Material Real Property except as listed on Schedule 5.08.

Section 5.09 Environmental Compliance. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) the Borrower Parties and their respective operations and properties are in compliance with all applicable Environmental Laws and Environmental Permits and none of the Borrower Parties are subject to any Environmental Liability.

(b) (i) None of the properties currently or, to the knowledge of the Borrower, formerly owned or operated by any Borrower Party is listed or, to the knowledge of the Borrower, proposed for listing on the NPL or on the SEMS or any analogous foreign, state, provincial, territorial or local list, (ii) there is no asbestos or asbestos-containing material on any property currently owned, leased or operated by any Borrower Party requiring investigation, remediation, mitigation, removal, or assessment, or other response, remedial or corrective action to be taken by any Borrower Party, pursuant to any Environmental Law and (iii) Hazardous Materials have not been Released and, to the knowledge of the Borrower, there exists no threat of Release of Hazardous Materials on any property currently or, to the knowledge of the Borrower, formerly owned, leased or operated by any Borrower Party, except for such Releases or threats of Releases that were in compliance with, or would not reasonably be expected to give rise to liability of any Borrower Party under any Environmental Law.

(c) None of the Borrower Parties is currently undertaking, either individually or together with other potentially responsible parties, any investigation, remediation, mitigation, removal, assessment or remedial, response or corrective action relating to any actual or threatened Release of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law.

(d) All Hazardous Materials Released, generated, used, treated, handled or stored at, or transported to or from, any property currently or, to the knowledge of the Borrower, formerly owned or operated by any Borrower Party have been disposed of in a manner that would not reasonably be expected to result in liability to any Borrower Party.

(e) None of the Borrower Parties has received notice of or is subject to any claim, action, proceeding or suit with respect to any actual or alleged Environmental Liability.

Section 5.10 Taxes. Subject to the Orders and any required approval by the Bankruptcy Court, the Borrower Parties have filed or have caused to be filed all Tax returns and reports required to be filed, and have paid all Taxes (including in their capacity as withholding agent) levied or imposed upon them or their properties, income or assets otherwise due and payable, except those (a) 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 (b) the nonpayment of which is permitted or required by the Bankruptcy Code.

Section 5.11 Employee Benefit Plans; Canadian Pension Plan.

(a) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) each Employee Benefit Plan is in compliance with the applicable provisions of ERISA, the Code and other applicable federal and state laws and (ii) each Employee Benefit Plan that is intended to be a qualified plan under Section 401(a) of the Code may rely upon an opinion letter for a prototype plan or has received a favorable determination letter from the IRS to the effect that the form of such Employee Benefit Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter will be submitted to the IRS within the applicable required time period with respect thereto or is currently being processed by the IRS, and to the knowledge of any Loan Party, nothing has occurred that would prevent, or cause the loss of, such tax- qualified status.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) each Canadian Pension Plan is in compliance with all requirements of Laws applicable thereto and the respective requirements of the governing documents for such plan and (ii) with respect to each Canadian Pension Plan, none of the Borrower or any of its Subsidiaries or any of their respective directors, officers, employees or agents has engaged in a transaction that could subject any Borrower Party, directly or indirectly, to any tax or civil penalty. No Canadian Pension Termination Event has occurred or is reasonably expected to occur. As of the Closing Date, no Canadian Pension Plan is a Canadian Defined Benefit Plan.

(c) There are no pending or, to the knowledge of any Loan Party, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan or Canadian Pension Plan that would reasonably be expected to have a Material Adverse Effect (other than as a result of the commencement of the Chapter 11 Cases). There has been no "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 or 407 of ERISA (and not otherwise exempt under Section 408 of ERISA) with respect to any Plan that would reasonably be expected to result in a Material Adverse Effect.

(d) (i) No ERISA Event has occurred and neither any Loan Party nor, to the knowledge of any Loan Party, any ERISA Affiliate is aware of any fact, event or circumstance that would reasonably be expected to constitute or result in an ERISA Event with respect to any Plan or Multiemployer Plan, (ii) each Loan Party and to the knowledge of any Loan Party, each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Plan, and no waiver of the minimum funding standards under such Pension Funding Rules has been applied for or obtained, (iii) there exists no Unfunded Pension Liability, (iv) as of the most recent valuation date for any Plan, the present value of all accrued benefits under such Plan (based on the actuarial assumptions used to fund such Plan) did not exceed the value of the assets of such Plan allocable to such accrued benefits, (v) neither any Loan Party nor, to the knowledge of any Loan Party, any ERISA Affiliate knows of any facts or circumstances that would reasonably be expected to cause the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) for any Plan, if applicable, to drop below 80.0% as of the most recent valuation date, (vi) neither any Loan Party nor, to the knowledge of any Loan Party, any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid, (vii) neither any Loan Party nor, to the knowledge of any Loan Party, any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA and (viii) no Plan has been terminated by the plan administrator thereof or by the PBGC and no event or circumstance has occurred or exists that would reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Plan or Multiemployer Plan, except with respect to each of the foregoing clauses (i) through (viii) of this

Section 5.11(d), as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(e) Except as would not reasonably be expected to have a Material Adverse Effect: (i) each Foreign Plan and Canadian Pension Plan has been maintained in substantial compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) all contributions required to be made with respect to each Foreign Plan and Canadian Pension Plan have been timely made, (iii) neither the Borrower nor any of its Subsidiaries has incurred any obligation in connection with the termination of, or withdrawal from, any Foreign Plan or Canadian Plan and (iv) there are no aggregate unfunded liabilities with respect to Foreign Plans and the present value of the aggregate benefit liabilities of all Foreign Plans did not, as of the last annual valuation date applicable thereto, exceed the assets of all such Foreign Plans.

(f) Other than those specifically disclosed on Schedule 5.11 attached hereto, no Loan Party sponsors, maintains, participates in, contributes to, or has otherwise incurred liability under, a Canadian Pension Plan nor has any liabilities or obligations in respect of a Canadian Pension Plan that has been terminated or wound up.

Section 5.12 Subsidiaries; Capital Stock. As of the Closing Date (after giving effect to the Transactions), there are no Subsidiaries other than those specifically disclosed in Schedule 5.12 and all of the outstanding Capital Stock in such Subsidiaries that are owned by a Loan Party have been validly issued, are fully paid and non-assessable (other than for those Subsidiaries that are limited liability companies and limited partnerships and to the extent such concepts are not applicable in the relevant jurisdiction) and are owned free and clear of all Liens except for Permitted Liens.

Section 5.13 Margin Regulations; Investment Company Act.

(a) None of the Loan Parties is engaged, nor will any such Loan Party engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock. Neither the making of any Borrowing hereunder nor the use of proceeds thereof will violate any regulations of the Board, including the provisions of Regulations T, U or X of the Board. No proceeds of any Borrowings will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

(b) None of the Loan Parties is, or is required to be, registered as an "investment company" under the Investment Company Act of 1940, as amended.

Section 5.14 Disclosure. As of the Closing Date, no report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party (other than projected financial information, pro forma financial information and information of a general economic or industry nature) to any Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Loan Document (as modified or supplemented by other information so furnished), when taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected and pro forma financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery; it being understood that actual results may vary from such forecasts and that such variances may

be material. As of the Closing Date, the information included in the Beneficial Ownership Certification, if applicable, is, to the knowledge of the Borrowers, true and correct in all respects.

Section 5.15 Compliance with Laws. Subject to the Orders, the Borrower and each Subsidiary is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees (but not including Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, which are discussed in Section 5.19 and Section 5.20) applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted, (b) the failure to comply therewith is permitted or required by the Bankruptcy Code, or (c) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect (other than as a result of the commencement of the Chapter 11 Cases).

Section 5.16 Intellectual Property; Licenses, Etc. To the knowledge of the Borrower, the Borrower and each Subsidiary Guarantor owns, licenses or possesses the right to use, all of the trademarks, service marks, trade names, domain names, social media identifiers and accounts, copyrights, patents, industrial designs, trade secrets and other intellectual property rights (collectively, "IP Rights") that are necessary for the operation of its respective business, as currently conducted, except to the extent such failure to own, license or possess, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and provided that the foregoing shall not be deemed to constitute a representation that the Borrower and the Subsidiary Guarantors do not infringe or violate the IP Rights held by any other Person. Set forth on Schedule 5.16 is a complete and accurate list of all material registrations or applications for registration in the United States Patent and Trademark Office or the United States Copyright Office or the Canadian Intellectual Property Office of patents, industrial designs, trademarks, and copyrights owned or, in the case of copyrights, exclusively licensed by the Borrower and Subsidiary Guarantors as of the Petition Date. To the knowledge of the Borrower, the conduct of the business of the Borrower or Subsidiary Guarantors as currently conducted does not infringe upon, misappropriate or violate any IP Rights held by any other Person, except for such infringements, misappropriations and violations which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, and no claim or litigation alleging any such infringement, misappropriation or violation is pending or, to the knowledge of the Borrower, threatened in writing, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 5.17 No Default. No Default or Event of Default has occurred and is continuing.

Section 5.18 Status of Obligations; Perfection and Priority of Security Interests. Subject to the Orders and the Legal Reservations, each Security Document delivered pursuant to this Agreement will, upon execution and delivery thereof, be effective to create (to the extent described therein 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 to the extent intended to be created thereby, except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, winding-up, insolvency, fraudulent conveyance, reorganization (by way of voluntary arrangement, schemes of arrangements or otherwise), moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and (a) when financing statements and other filings in the appropriate form are filed or registered, as applicable, in the offices of the Secretary of State of each Loan Party's jurisdiction of organization or formation or as required under the PPSA and (b) upon the taking of possession or control by the Collateral Agent (or the Pre-Petition ABL Agent or the applicable agent or gratuitous bailee under the Pre-Petition ABL/Term Loan Intercreditor Agreement) 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 or such other Person to the extent possession or control by the Collateral Agent is required by the applicable Security Document) the

Liens created by the Security Documents shall constitute fully perfected Liens and, solely with respect to Equity Interests (other than with respect to Equity Interests of any Person that is an "Excluded Subsidiary"), fully perfected first priority Liens, in each case, so far as possible under relevant law on, and security interests in (to the extent intended to be created thereby and required to be perfected under the Loan Documents), all right, title and interest of the grantors in such Collateral in each case free and clear of any Liens other than Liens permitted hereunder.

Section 5.19 Compliance with Laws; FCPA; Sanctions; OFAC; Patriot Act; Canadian Anti-Money Laundering & Anti-Terrorism Legislation.

(a) Compliance with Laws Generally. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director and officer of each such Loan Party and each agent acting on behalf of each such Loan Party and each such Subsidiary is in compliance with Sanctions, and in all material respects with the requirements of (i) all Anti-Money Laundering Laws (ii) Anti-Corruption Laws and (iii) and all orders, writs, injunctions and decrees applicable to it or to its properties, in each case, except in such instances in which such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate actions diligently conducted. Each of the Loan Parties and its Subsidiaries and Affiliates (excluding any limited partner of the Sponsor and any unrelated portfolio company of the Sponsor) (and subject to Section 7.17 solely with respect to the Company and its Subsidiaries that are Subsidiaries on the Closing Date), shall implement and maintain in effect at all times policies and procedures reasonably designed to promote compliance with Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

(b) FCPA. No part of the proceeds of the Loans or Letters of Credit will be used, directly or, to the knowledge of Borrower, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage in violation of the FCPA, to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Entity in violation of Sanctions, or in any other manner that would result in violation of Sanctions by any Person party to this Agreement, or otherwise in violation of Anti-Corruption Laws, applicable Anti-Money Laundering Laws, or applicable Sanctions by any Person party to this Agreement.

(c) Sanctions. 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, agent or employee, of such Loan Party or such Subsidiary (a) is a Sanctioned Entity, (b) has any assets located in Sanctioned Jurisdictions, or (c) derives revenues from investments in, or transactions with Sanctioned Entities in violation of Sanctions.

(d) OFAC. None of Holdings, Borrower, or any of their respective Subsidiaries will repay, directly or knowingly indirectly, any debt or obligation owed under this Agreement, in whole or in part, with funds or moneys derived from transactions, business, or dealings with any Sanctioned Entity or in or with any Sanctioned Jurisdiction.

(e) Patriot Act. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Patriot Act.

(f) Canadian Anti-Money Laundering & Anti-Terrorism Legislation. To the extent applicable, each Loan Party is in compliance, in all material respects, with the Canadian Anti-Money Laundering & Anti-Terrorism Legislation. Notwithstanding the foregoing, nothing herein shall require any Canadian Loan Party to take action or refrain from taking any action, to the extent such provisions would otherwise contravene, or require any notification to the Attorney General of Canada under the *Foreign Extraterritorial Measures (United States) Order, 1992*, by any such Canadian Loan Party.

Section 5.20 [Reserved].

Section 5.21 Eligible Accounts, Eligible Investment Grade Accounts, and Eligible Credit Card Receivables. As to each Account that is identified by Borrower as an Eligible Account, an Eligible Investment Grade Account, or an Eligible Credit Card Receivable in a Borrowing Base Certificate submitted to Administrative Agent, such Account is (a) a bona fide existing payment obligation of the applicable Account Debtor created by the sale and delivery of Inventory or the rendition of services to such Account Debtor in the ordinary course of the Borrower's business, and (b) not excluded as ineligible by virtue of one or more of the excluding criteria (other than any Administrative Agent-discretionary criteria) set forth in the definitions of Eligible Accounts, Eligible Investment Grade Accounts, and Eligible Credit Card Receivables.

Section 5.22 Eligible Inventory. As to each item of Inventory that is identified by Borrower as Eligible Inventory (inclusive of Eligible Domestic In-Transit Inventory and Eligible Foreign In-Transit Inventory) in a Borrowing Base Certificate submitted to Administrative Agent, such Inventory is (a) of good and merchantable quality, free from known defects, and (b) not excluded as ineligible by virtue of one or more of the excluding criteria (other than any Administrative Agent-discretionary criteria) set forth in the definition of Eligible Inventory (or any applicable criteria used in any defined term used therein) or, if applicable, Eligible Domestic In-Transit Inventory or Eligible Foreign In-Transit Inventory.

Section 5.23 Location of Inventory. Except as identified on Schedule 5.24 (as such schedule may be updated from time to time in accordance with the terms of this Agreement) and excluding Inventory with an aggregate value of less than $1,000,000, the Inventory of Borrower and the other Loan Parties is not stored with a bailee, warehouseman, or similar party and is located only at, or in-transit between, the locations identified on Schedule 5.24 (as such Schedule may be updated from time to time in accordance with the terms of this Agreement), other than Eligible Domestic In-Transit Inventory or Eligible Foreign In-Transit Inventory, as applicable. Borrower may amend Schedule 5.24, so long as such amendment occurs by written notice (including new address) to Administrative Agent prior to the date on which Inventory is moved to such new location and so long as such new location (A) with respect to a U.S. Borrower, is within the continental United States (or Canada, if the applicable Borrower has taken reasonable perfection steps in Canada, in the Administrative Agent's Permitted Discretion), and (B) with respect to a Canadian Borrower, is within Canada, if the applicable Borrower has taken reasonable perfection steps in the applicable jurisdictions in Canada, in the Administrative Agent's Permitted Discretion, unless such Inventory is otherwise excluded from the Borrowing Base (or within the continental United States, if the applicable Borrower has taken reasonable perfection steps in the United States, in the Administrative Agent's Permitted Discretion).

Section 5.24 Inventory Records. Each Loan Party keeps correct and accurate records itemizing and describing the type, quality, and quantity of its and its Subsidiaries' Inventory and the book value thereof.

Section 5.25 Hedge Agreements. On each date that any Hedge Agreement is executed by any Hedge Provider, Borrower and each other Loan Party satisfy all eligibility, suitability and other

requirements under the Commodity Exchange Act (7 U.S.C. § 1, et seq., as in effect from time to time) and the Commodity Futures Trading Commission regulations.

Section 5.26 Approved Budget. The Borrowers have heretofore furnished to the Administrative Agent the Approved Budget and such Approved Budget was prepared in good faith upon assumptions the Borrowers believed to be reasonable assumptions on the date of delivery of the then-applicable Approved Budget. To the knowledge of the Borrowers, no facts exist that (individually or in the aggregate) would result in any material change in the Approved Budget (taking into account the variances permitted hereunder).

Section 5.27 Chapter 11 Cases: Orders.

(a) The Chapter 11 Cases were commenced on the Petition Date, duly authorized in accordance with applicable Law, and proper notice thereof has been or will be given, as will proper notice of (i) the motion seeking approval of the entry into the Loan Documents, the Interim Order and the Final Order and (ii) the hearing for the entry of the Final Order. Proper notices of the motions for entry of the Interim Order and the hearings thereon have been given. The Loan Parties that are Debtors shall give, on a timely basis as specified in the Interim Order or the Final Order, as applicable, all notices required to be given to all parties specified in the Interim Order or Final Order, as applicable.

(b) The Loan Parties that are Debtors are in compliance in all material respects with the terms and conditions of the Orders. Each of the Interim Order (with respect to the period prior to the Final Order Entry Date) and the Final Order (from and after the Final Order Entry Date) is in full force and effect and has not been vacated or reversed, is not subject to a stay and has not been modified or amended other than with the consent of the Required Lenders and the Administrative Agent (not to be unreasonably withheld or delayed).

(c) From and after the entry of the Interim Order, pursuant to and to the extent permitted in the Interim Order, the Obligations (i) will be secured by a valid, binding, continuing, enforceable, fully perfected Lien on all of the Collateral pursuant to Sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code, and (ii) will constitute allowed joint and several Superpriority Claims in all of the Collateral (other than any Collateral pledged by the Canadian Borrower which is located in Canada and solely to the extent such Lien cannot automatically receive super priority status upon entry of the applicable Order), subject only to the Carve-Out and the priorities set forth in the Interim DIP Order or the Final DIP Order.

(d) Notwithstanding the provisions of section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Interim Order or the Final Order, as the case may be, upon the Maturity Date, the Agents and the Lenders shall be entitled to immediate payment in full of all Obligations and to enforce the remedies provided for hereunder or under applicable Law, without further notice, motion or application to, hearing before, or order from, the Bankruptcy Court.

(e) Any Post-Petition payment of Pre-Petition ABL Obligations, including principal, interest, fees, penalties or recoverable costs, due and payable in connection with the Pre-Petition ABL Obligations with the proceeds of the Collateral (as defined herein) or Collateral (as defined in the Pre-Petition ABL Credit Agreement) shall be made in accordance herewith and with the Orders or the terms hereof.

Section 5.28 [Reserved].

Section 5.29 Insurance. Schedule 5.29 sets forth a true, complete and correct description, in all material respects, of all insurance maintained by the Borrower or any other Loan Party as of the Closing Date. All insurance maintained by the Borrower or any other Loan Party is in full force and effect, all premiums have been duly paid and the Borrower or any other Loan Party has not received notice of violation or cancellation thereof.

Section 5.30 Labor Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Loan Party pending or, to the knowledge of the Borrower, threatened in writing; and (b) hours worked by and payment made for such work to employees of Holdings, the Borrower and each Subsidiary have not been in violation of the Fair Labor Standards Act or any other Applicable Law dealing with such matters.

ARTICLE VI
CONDITIONS PRECEDENT

Section 6.01 Conditions to Effectiveness. The effectiveness of this Agreement on the Closing Date is subject to the satisfaction or waiver in accordance with Section 12.12, on or prior to the Closing Date, of the following conditions precedent:

(a) Loan Documents. The Administrative Agent shall have received (i) this Agreement, executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor, (ii) the U.S. Security Agreement, executed and delivered by each Loan Party party thereto, (iii) the Intercompany Subordination Agreement, (iv) an IP Security Agreement, (v) the LC Fee Letter Agreement, and (vi) the Canadian Security Agreement and the Canadian Hypothec, duly executed by each Canadian Loan Party.

(b) DIP Term Loan Documents. The Administrative Agent shall have received an executed copy of the DIP Term Loan Documents and the Parent Borrower shall have satisfied each condition set out in Section 4.01 of the DIP Term Loan Credit Agreement unless waived (other than any condition in relation to the execution, delivery and performance of this Agreement and the other Loan Documents required to be executed and delivered on the Closing Date).

(c) Fees. All fees required to be paid on the Closing Date pursuant to the Fee Letter and all reasonable and documented out-of-pocket expenses required to be paid on the Closing Date, to the extent such expenses are invoiced (in the case of expenses) at least two (2) Business Days prior to the Closing Date (or such later date as the Parent Borrower may reasonably agree) shall, upon the initial borrowing hereunder, have been paid concurrently with the initial funding under this Agreement, plus such additional amounts of such reasonable fees, charges, and disbursements as constitute its reasonable estimate of such reasonable fees, charges, and disbursements incurred or to be incurred by the Administrative Agent's Advisors through the Closing Date of this Agreement (provided, that such estimate will not thereafter preclude a final settling of accounts between Borrowers and the Administrative Agent).

(d) Closing Certificates; Organizational Documents; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Closing Date signed by an Authorized Officer of such Loan Party and attested to by a different Authorized Officer of such Loan Party, with the following insertions and attachments: certified organizational authorizations, incumbency certifications, the certificate of incorporation or other similar Organizational Document of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party and bylaws or other similar Organizational Document of each Loan Party certified as being in full force and effect on the Closing Date, (ii) a good standing

certificate for each Loan Party from its jurisdiction of organization and (iii) a certificate of an Authorized Officer of the Borrower certifying that the conditions set forth in Section 6.01(e), (g), (l), (t), (u), (v), (w), (x), (y)(ii), (y)(iii), and (z) have been satisfied.

(e) Representations and Warranties. The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the date of hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date.

(f) Perfected Liens. Subject to entry of and consistent with the Interim Order, the Collateral Agent, for the benefit of the Lender Group, shall have valid and perfected (if and to the extent required to be perfected under this Agreement or the other Loan Documents) Liens on and security interests in the Collateral of the Debtors on the basis and, save for any Collateral pledged by the Canadian Borrower that is located in Canada and solely to the extent such Lien cannot automatically receive super priority status upon entry of the applicable Order, with the priority set forth herein and the Orders;

(g) Revolver Usage. On the Closing Date, the Borrower shall be in compliance with Section 7.11.

(h) Patriot Act and Beneficial Ownership Regulations. Holdings, the Parent Borrower and the other Loan Parties shall have provided the documentation and other information reasonably requested in writing at least ten (10) Business Days prior to the Closing Date by the Administrative Agent and the Lenders as they reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act, and Canadian Anti-Money Laundering and Anti-Terrorism Legislation and a Beneficial Ownership Certification in relation to the Borrower, in each case at least three (3) Business Days prior to the Closing Date (or such shorter period as the Administrative Agent shall otherwise agree).

(i) Initial Budget. Administrative Agent and the Lenders shall have received the Initial Budget attached hereto as Annex A.

(j) Consents and Approvals. All necessary and material governmental and third-party consents and approvals necessary in connection with this Agreement and the transactions contemplated hereby shall have been obtained on or prior to the Closing Date (without the imposition of any adverse conditions to the Lenders (taken as a whole) that are not reasonably acceptable to the Required Lenders), after giving effect to the Interim Order and any other order of the Bankruptcy Court, and shall remain in effect; and, after giving effect to the Interim Order and any other order of the Bankruptcy Court entered on or prior to the Closing Date, no law or regulation shall be applicable in the reasonable judgment of the Administrative Agent and Required Lenders that restrains prevents or imposes materially adverse conditions upon the Loan Documents, the Pre-Petition ABL Loan Documents, the Obligations and the Pre-Petition ABL Obligations, and the transactions contemplated hereby.

(k) Cash Management. The Loan Parties shall have established or shall maintain the cash management systems described in Section 7.19, and the Loan Parties shall have taken all steps necessary to comply with the Cash Management Order.

(l) Default or Event of Default. No Default or Event of Default shall exist immediately prior to, or would immediately result, after giving effect to this Agreement and the transactions contemplated hereby.

(m) DIP Term Loan Facility. The DIP Term Loan Facility shall have closed or substantially contemporaneously shall close, in an aggregate principal amount no less than $450,000,000.

(n) [reserved].

(o) Exit ABL Facility. The Administrative Agent shall have received a duly executed commitment letter (in form and substance (x) with respect to economic terms and conditions precedent, satisfactory and (y) otherwise reasonably satisfactory, in each case, to the Administrative Agent and the Required Lenders) (the "Exit ABL Commitment Letter") by and among, among others, the Parent Borrower and Wells Fargo providing for an up to $100,000,000 exit asset-based facility (the "Exit ABL Facility").

(p) Certificates. The Collateral Agent, the DIP Term Loan Agent or its gratuitous bailee in accordance with the Orders shall have received the certificate, if any, representing the Equity Interests in the Borrower and each wholly-owned Subsidiary, accompanied by undated stock powers executed in blank (or stock transfer forms, as applicable) and instruments evidencing Pledged Debt indorsed in blank (or instrument of transfer, as applicable), in each case other than equity of Immaterial Subsidiary, Excluded Equity or Excluded Property.

(q) Financing Statements. The Agents shall have received copies of proper financing statements, filed or duly prepared for filing under the UCC in all United States jurisdictions that the Collateral Agent may deem reasonably necessary in order to perfect and protect the Liens on assets of each Loan Party created under the Security Agreement covering the Collateral described in the Security Agreement;

(r) Other Actions, Recordings, Etc. The Administrative Agent shall have received evidence that all other actions, recordings and filings of or with respect to the Security Agreement that the Administrative Agent may deem reasonably necessary or desirable in order to perfect and protect the Liens created thereby (subject to the Perfection Exceptions) shall have been taken, completed or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent;

(s) Solicitation. Solicitation of an Acceptable Plan of Reorganization and disclosure statement (the "Disclosure Statement") that are consistent with the Restructuring Support Agreement or otherwise acceptable to the Required Lenders, and the Consenting Stakeholders (as defined in the Restructuring Support Agreement) shall have commenced prior to the Petition Date.

(t) Petition Date. The Petition Date shall have occurred, and each Borrower and each other Loan Party that is a Debtor as of the Closing Date shall be a debtor and a debtor-in-possession in the Chapter 11 Cases.

(u) Interim Order Entry Date. the Interim Order Entry Date shall have occurred not later than three (3) Business Days following the Petition Date, and the Interim Order shall not have been vacated reversed, modified, amended or stayed.

(v) Restructuring Support Agreement. 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 Required Lenders' prior written consent as more particularly set forth in the definition of the Restructuring Support Agreement.

(w) Material Adverse Effect. Since the Petition Date, other than as a result of the commencement of the Chapter 11 Cases, there has not been any event, change, occurrence or circumstance that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(x) Dismissal or Conversion. The Chapter 11 Cases of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code.

(y) First Day Orders, Etc. (i) The Lenders and each of the Administrative Agent and Collateral Agent shall have received advanced drafts of all other First Day Orders (including, without limitation, any order approving significant or outside the ordinary course of business transactions entered on (or prior to) the Closing Date and a Cash Management Order), in form and substance reasonably satisfactory to the Required Lenders and each of the Administrative Agent and the Collateral Agent (in each case, solely with respect to its own rights, obligations, liabilities, duties and treatment), (ii) except as otherwise reasonably acceptable to the Required Lenders, all First Day Orders intended to be entered by the Bankruptcy Court at or immediately after the Debtors' "first day" hearing shall have been entered by the Bankruptcy Court, shall be Approved Bankruptcy Court Orders or otherwise reasonably acceptable to the Required Lenders and each of the Administrative Agent and the Collateral Agent (in each case, solely with respect to its own rights, obligations, liabilities, duties and treatment), shall be in full force and effect and shall not have been modified or amended other than as reasonably acceptable to the Required Lenders (in each case, solely with respect to its own rights, obligations, liabilities, duties and treatment) and each of the Administrative Agent and Collateral Agent, and (iii) the Acceptable Plan of Reorganization and Approved Disclosure Statement shall have been filed on the Petition Date.

(z) No trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or examiner with expanded powers shall have been appointed in any of the Chapter 11 Cases.

In determining the satisfaction of the conditions specified in this Section 6.01, to the extent any item is required to be satisfactory to any Lender, such item shall be deemed satisfactory to each Lender which has not notified the Administrative Agent in writing prior to the occurrence of the Closing Date that the respective item or matter does not meet its satisfaction.

Section 6.02 Conditions Precedent to all Extensions of Credit. The obligation of the Lender Group (or any member thereof) to make any Loans hereunder (or to extend any other credit hereunder) at any time shall be subject to the following conditions precedent:

(a) Availability;

(b) the Administrative Agent shall have received a Notice of Borrowing;

(c) the representations and warranties of the Loan Parties contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such extension of credit, as though made on and as of such date (except to the extent that such representations and

warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(d) no Default or Event of Default shall have occurred and be continuing on the date of such extension of credit, nor shall either immediately result from the making thereof;

(e) the Revolving Loans shall be made in accordance with the Approved Budget subject to any variances permitted by Section 8.18;

(f) [reserved];

(g) an Approved Budget shall be in effect with respect to the week in which such Revolving Loan or other extension of credit is to be made, in each case as required to be delivered to the Administrative Agent pursuant to Section 7.01;

(h) the Interim Order shall be in full force and effect and shall not have been vacated or reversed, shall not be subject to a stay, and shall not have been modified or amended without the prior written consent of the Required Lenders, to the extent such consent would be required under the definition of Interim Order, and if any of the Orders is the subject of a pending appeal in any respect, neither the making of the Loans nor the performance by any Loan Party of any of their respective obligations under any of the Loan Documents shall be the subject of a presently effective stay pending appeal;

(i) in the case of any Borrowing, all material First Day Orders shall have been entered by the Bankruptcy Court on a final basis and shall be reasonably satisfactory in form and substance to the Borrower the Administrative Agent, and the Required Lenders;

(j) solely from and after the Final Order Entry Date, all other material "second day orders" intended to be entered on or prior to the Final Order Entry Date and any order establishing material procedures for the administration of the Chapter 11 Cases, if any, shall have been entered by the Bankruptcy Court, shall be Approved Bankruptcy Court Orders and shall be in full force and effect;

(k) subject to the Interim Order, the Collateral Agent, for the benefit of the Secured Parties, shall have valid and perfected (if and to the extent required to be perfected under this Agreement or the other Loan Documents) Liens on, and security interests, in the Collateral (to the extent required by the Required Lenders in their sole discretion), in each case, having the priorities set forth in the Orders and subject only to the payment in full in cash of any amounts due under the Carve Out;

(l) the Chapter 11 Cases of any of the Debtors shall not have been dismissed or converted to cases under Chapter 7 of the Bankruptcy Code;

(m) the Restructuring Support Agreement shall be in full force and effect and not have been amended or modified (other than in accordance with its terms, including the consent rights set forth therein);

(n) The making of such Loans shall not violate any requirement of material Applicable Law, the violation of which constitutes or is reasonably expected to constitute a Material Adverse

Effect, applicable to the Loan Parties, after giving effect to the Orders and any other order of the Bankruptcy Court entered on or prior to the date of the applicable Borrowing, and shall not be enjoined, temporarily, preliminary or permanently;

(o) 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;

(p) All Required Milestones required to be satisfied by the Debtors as of the date of the requested Borrowing shall have been satisfied or waived or extended in accordance with the Restructuring Support Agreement, and to the extent such waiver or extension adversely affects the Administrative Agent and the Required Lenders relative to other Consenting Parties (as defined in the Restructuring Support Agreement), with the consent of the Administrative Agent and the Required Lenders;

(q) There shall exist no 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; and

(r) There is no event or circumstance that has occurred since the Petition Date that could reasonably be expected to have a Material Adverse Effect (other than as a result of the commencement of the Chapter 11 Cases).

Each Notice of Borrowing submitted by a Borrower shall be deemed to be a representation and warranty that the conditions specified in this Section 6.02 have been satisfied on and as of the date of the applicable Borrowing. Each funding of the Loans shall be in accordance with the Approved Budget (taking into account permitted variances).

ARTICLE VII
AFFIRMATIVE COVENANTS

So long as the Termination Date has not occurred, (A) the Borrower shall, and shall (except in the case of the covenants set forth in Sections 7.01, 7.02 and 7.03) cause each Subsidiary (other than a Subsidiary Guarantor) to, (B) each Subsidiary Guarantor (except in the case of the covenants set forth in Sections 7.01, 7.02 and 7.03) shall and (C) with respect to Sections 7.08, 7.09, 7.10, and 7.14, Holdings shall:

Section 7.01 Financial Statements. Furnish to the Administrative Agent (who shall promptly furnish to each Lender):

(a) within 120 days (or 180 days with respect to the fiscal year ending September 30, 2025) after the end of each fiscal year of the Parent Borrower (which period for delivery may be extended by the Administrative Agent in its sole discretion by up to 30 days), starting with the fiscal year ended September 30, 2025, a consolidated balance sheet of the Parent Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case, in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of any independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards;

(b) within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Parent Borrower, starting with the fiscal quarter ended December 31, 2025, a consolidated balance sheet of the Parent Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations and cash flows for such fiscal quarter and 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 an Authorized Officer of the Parent Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Parent Borrower and its Subsidiaries in accordance with GAAP in all material respects, subject only to normal year-end audit adjustments and the absence of footnotes;

(c) [reserved];

(d) within 30 days after the end of each of the first two fiscal months of each fiscal quarter of the Borrower, starting with the fiscal month ending January 31, 2026, a consolidated balance sheet of the Parent Borrower and its Subsidiaries as at the end of such calendar month, and the related consolidated statements of income or operations and cash flows for such calendar month and for the portion of the fiscal year then ended, setting forth in each case, in comparative form the figures for the corresponding calendar month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by an Authorized Officer of the Parent Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Parent Borrower and its Subsidiaries in accordance with GAAP in all material respects, subject only to normal year-end audit adjustments and the absence of footnotes;

(e) not later than 5:30 p.m. (New York time) on every second Friday (or, to the extent that any Friday is not a Business Day, the next Business Day thereafter) occurring after the Petition Date (each, an "Updated Budget Delivery Date"), commencing with the Friday of the second full calendar week occurring after the Petition Date, a Budget and cash flow forecast for the rolling 13-week period (including the Liquidity Shortfall (as defined in the DIP Term Loan Agreement as in effect on the Closing Date) as of the end of such period) commencing on the Monday immediately preceding the applicable Updated Budget Delivery Date (each, an Updated Budget"), in form and substance satisfactory to the Administrative Agent and the Required Lenders in their sole discretion, which shall become the then Approved Budget upon approval (such approval not to be unreasonably withheld) by the Required Lenders in their reasonable discretion (and to the extent any updated budget is not approved by the Required Lenders, the Approved Budget that is then in effect shall continue to constitute the Approved Budget for purposes hereof). The Approved Budget shall be updated, modified or supplemented by the Loan Parties from time to time with the written consent of the Administrative Agent (such consent not to be unreasonably withheld) and upon the request of the Administrative Agent and each such updated, modified or supplemented budget shall be approved (such approval not to be unreasonably withheld) in writing by, and shall be in form and substance satisfactory to, the Administrative Agent in its reasonable discretion and no such updated, modified or supplemented budget shall be effective until so approved and once so approved shall be deemed an Approved Budget; provided, however, that in the event the Administrative Agent and the Loan Parties cannot agree as to an updated, modified or supplemented budget, such disagreement shall give rise to an Event of Default once the period covered by the prior Approved Budget has terminated. Each Approved Budget delivered to the Administrative Agent shall be accompanied by such supporting documentation as reasonably requested by the Administrative Agent. Each Approved Budget shall be prepared in good faith based upon assumptions which the Loan Parties believe to be reasonable. Each Updated Budget

provided after the Closing Date shall include the aggregate principal amount of undrawn and outstanding loans hereunder and the DIP Term Loan Facility. Notwithstanding the foregoing or anything herein to the contrary, the form of any Updated Budget the form of which is substantially consistent with the Initial Budget shall be deemed to be in a form satisfactory to the Administrative Agent and the Required Lenders; and

(f) not later than 5:30 p.m. (New York time) on every second Friday (or, to the extent that any such Friday is not a Business Day, the next Business Day thereafter) occurring after the Petition Date, commencing with the Friday of the fourth full calendar week occurring after the Petition Date, a Budget Variance Report for the most recently ended Budget Variance Test Period on a line item basis and cumulative basis, certified by a Responsible Officer of the Borrower.

Section 7.02 Certificates; Other Information. Furnish to the Administrative Agent (other than in the case of clause (h) below, who shall promptly furnish to each Lender), or, in the case of clause (i) below, the Administrative Agent or requesting Lender, as the case may be:

(a) no later than five (5) Business Days after the delivery of the financial statements referred to in Sections 7.01(a), (b) and (d), a duly completed Compliance Certificate signed by an Authorized Officer of the Parent Borrower (which delivery may, unless the Administrative Agent or a Lender requests executed originals, be by electronic communication including fax or email and shall be deemed to be an original authentic counterpart thereof for all purposes);

(b) promptly after the same are available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file, copies of any report, filing or communication with the SEC under Section 13 or 15(d) of the Exchange Act, or with any Governmental Authority that may be substituted therefor, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) promptly after the furnishing thereof, copies of any notices received by any Loan Party (other than in the ordinary course of business) and copies of any statement or report furnished to any holder of debt securities or loans of any Loan Party or of any of its Subsidiaries (other than (i) any immaterial correspondence in the ordinary course of business or (ii) any regularly required monthly, quarterly or annual certificates or notices specific to the nature of a specific facility or the internal requirements of the specific debtholders under such facility (e.g., borrowing base certificates, monthly financial statements, etc.)), in each case pursuant to the terms of this Agreement, the Pre-Petition ABL Loan Documents, the Pre-Petition First Lien Term Loan Credit Agreement, the Pre-Petition Second Lien Term Loan Credit Agreement, the DIP Term Loan Facility or any other Pre-Petition Indebtedness in a principal amount greater than the Threshold Amount and not otherwise required to be furnished to the Lenders pursuant to any other clause of this Section 7.02;

(d) promptly after the receipt thereof by any Loan Party or any of its Subsidiaries, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any material investigation or other material inquiry by such agency regarding financial or other operational results of any Loan Party or any of its Subsidiaries;

(e) promptly after the written assertion or occurrence thereof, notice of any action arising under any Environmental Law against any Loan Party or any of its Subsidiaries, or of any noncompliance by any Loan Party or any of its Subsidiaries with any Environmental Law or

Environmental Permit, in each case that would reasonably be expected to have a Material Adverse Effect;

(f) together with the delivery of each Compliance Certificate pursuant to Section 7.02(a), a report supplementing Schedule 5.12 hereto to the extent necessary so that the related representation and warranty would be true and correct if made as of the date of such Compliance Certificate;

(g) promptly, such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Subsidiary thereof as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request;

(h) promptly following the Administrative Agent's or any Lender's request therefor, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under the Beneficial Ownership Regulation (including any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification), applicable "know your customer", Anti-Money Laundering Laws and Patriot Act;

(i) The Parent Borrower shall also provide to the Administrative Agent, upon the Administrative Agent's request, on or before the 20th day of each calendar month, a detailed aged trial balance of all Accounts as of the end of the preceding calendar month, specifying each Account's Account Debtor name and the amount, invoice date and due date as the Administrative Agent may reasonably request. If Accounts owing from any single Account Debtor in an aggregate face amount of $2,500,000 or more cease to be Eligible Accounts, the Borrowers shall notify the Administrative Agent of such occurrence promptly (and in any event within three Business Days) after any Authorized Officer of the Parent Borrower has actual knowledge thereof.

(j) Promptly upon the reasonable request of the Administrative Agent,

(i) a list of the Loan Parties' customers, with address and contact information,

(ii) copies of invoices together with corresponding shipping and delivery documents, and credit memos together with corresponding supporting documentation, with respect to invoices and credit memos in excess of an amount determined in the sole discretion of Administrative Agent, from time to time,

(iii) copies of purchase orders and invoices for Inventory and Equipment acquired by any Loan Party,

(iv) such other reports as to the Collateral or the financial condition of the Loan Parties, as Administrative Agent may reasonably request,

(v) notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrower's Accounts, and

(vi) if Collateral Agent has a Lien on any Real Property of any of the Loan Parties, a report regarding the Loan Parties' accrued, but unpaid, ad valorem and real estate taxes,

(k) Weekly, no later than the Wednesday of each week (or if Wednesday is not a Business Day, on the next succeeding Business Day), as of the close of business on the immediately preceding Saturday),

(i) an Account roll-forward with supporting details supplied from sales journals, collection journals, credit registers and any other records of the Borrower,

(ii) a detailed calculation of those Accounts that are not eligible for the Borrowing Base, if the Borrower has not implemented electronic reporting,

(iii) [reserved],

(iv) a detailed accounts receivable aging, by total, of the Borrower's Accounts (delivered electronically, if the Loan Parties have implemented electronic reporting),

(v) a summary accounts payable aging, by vendor, of the Borrower's accounts payable, accrued expenses and any book overdraft (delivered electronically, if the Borrower has implemented electronic reporting), and

(vi) a report regarding the Loan Parties' cash and Cash Equivalents (it being understood that delivery of account statements from the relevant financial institution or securities intermediary shall be sufficient for this purpose).

(l) Monthly, no later than the 20th day of each calendar month (or during the occurrence and continuance of an Event of Default, no later than Wednesday of each week, (or, if Wednesday is not a Business Day, on the next succeeding Business Day, as of the close of business on the immediately preceding Saturday)) but without duplication of any other items delivered pursuant to this Section 7.02,

(i) a monthly Account roll-forward of the Borrower, with supporting details supplied from sales journals, collection journals and credit registers, tied to the beginning and ending account receivable balances of the Borrower's general ledger,

(ii) a detailed report regarding (i) any amounts that are payable to a landlord, lessor, bailee, or customs broker with respect to any Inventory of the Borrower or other Collateral located or stored at a premises that is owned or operated by such landlord, lessor, bailee, or customs broker and (ii) any reclamation claims of unpaid sellers of the Borrower's Inventory, in the case of each of clauses (i) and (ii), to the extent such amounts are more than 30 days past due,

(iii) a detailed accounts receivable aging, by total, of the Borrower's Accounts, together with a reconciliation to the general ledger and supporting documentation for any reconciling items noted (delivered electronically, if the Borrower has implemented electronic reporting),

(iv) a detailed Inventory report (which shall include a list of all Inventory of the Borrower as of each such day, the cost of Borrower's Inventory by category, and containing a breakdown of such Inventory by categories, together with a reconciliation to the Borrower's general ledger accounts),

(v) a summary accounts payable aging, by vendor, of the Borrower's accounts payable, accrued expenses and any book overdraft (delivered electronically, if the Borrower has implemented electronic reporting), together with a reconciliation to the general ledger and supporting documentation for any reconciling items noted, and an aging, by vendor, of any held checks,

(vi) a reconciliation of Accounts, trade accounts payable, and Inventory of the Borrower's general ledger accounts to their monthly financial statements including any book reserves related to each category,

(vii) a detailed report regarding the Borrower's aged non-stock inventory,

(viii) a schedule of the Loan Parties' payment of taxes due and payable, including all accrued, but unpaid, ad valorem and real estate taxes, and

(ix) a detailed calculation of Inventory categories that are not eligible for the Borrowing Base, if the Borrower has not implemented electronic reporting.

(m) Weekly, no later than Wednesday of each week, a Borrowing Base Certificate as of the close of business of the immediately preceding Saturday, together with such supporting information in connection therewith as the Administrative Agent may reasonably request; provided that any Borrowing Base Certificate delivered other than with respect to calendar month's end may be based on such estimates by the Borrower of shrink and other amounts as the Borrower may deem necessary; and

(n) within three (3) Business Days of filing with the Bankruptcy Courts, copies of all "Monthly Operating Reports" filed with the Bankruptcy Court for the applicable month pursuant to 28 CFR § 58.

Documents required to be delivered pursuant to Section 7.01(a), (b), (c) or (d) or Section 7.02(b) or (c) (or to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are posted on the Borrower's (or any Parent Holdings Company or Subsidiary of a Parent Holding Company allowed to be delivered pursuant to the terms hereof) behalf on the Platform or another relevant internet or intranet 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 the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents described in this paragraph and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents to the extent requested by the Administrative Agent. The Administrative Agent shall have no responsibility to monitor compliance by the Borrower, and each Lender shall be solely responsible for timely accessing posted documents.

The Borrowers hereby acknowledge that (a) the Administrative Agent and/or the Lead Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks/IntraAgency, SyndTrak or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who wish only to receive information that (i) is publicly available, (ii) is not material with respect to the Borrower Parties or their respective securities for purposes of applicable foreign, United States federal and state securities laws with respect to Holdings 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 or (iii) constitutes information

of a type that would be publicly available if the Borrower Parties were public reporting companies (as determined by the Borrower in good faith) (such information, "Public Side Information"). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all the Borrower Materials shall be clearly and conspicuously marked "PUBLIC SIDE" or "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC SIDE" or "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC SIDE" or "PUBLIC", the Borrower shall be deemed to have authorized the Administrative Agent, the Lead Arranger and the Lenders to treat the Borrower Materials as only containing Public Side Information (*provided*, *however*, that to the extent the Borrower Materials constitute information with respect to Holdings or any of its Subsidiaries which is now or in the future furnished pursuant to this Agreement or any other Loan Document, they shall be treated as set forth in Section 12.16); (y) all Borrower Materials marked "PUBLIC SIDE" or "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Borrower Materials that are not marked "PUBLIC SIDE" or "PUBLIC" shall be deemed to contain material non-public information (within the meaning of United States federal and state securities laws) and shall not be suitable for posting on a portion of the Platform designated "Public Side Information". Notwithstanding anything herein to the contrary, financial statements delivered pursuant to Sections 7.01(a), (b) and (d) and Compliance Certificates delivered pursuant to Section 7.02(a) shall be deemed to be suitable for posting on a portion of the Platform designated "Public Side Information".

Section 7.03 Notices. Promptly, after an Authorized Officer of the Parent Borrower or any Guarantor has obtained knowledge thereof, notify the Administrative Agent:

(a) of the occurrence of any Default or Event of Default (it being understood that any delivery of a notice of Default shall automatically cure any Default or Event of Default then existing with respect to any failure to deliver such notice); *provided*, that a notice of Default shall be delivered within 10 days of such Default and no such notice shall be required if the Default shall have been cured (if capable of being cured pursuant to this Agreement) within 10 days after its occurrence; *provided, further*, the foregoing 10 day grace period and ability to cure shall not apply with respect to any Default or Event of Default if the Borrower knowingly fails to give timely notice to the Administrative Agent thereof;

(b) of the institution of any material litigation not previously disclosed by the Borrower to the Administrative Agent, or any material development in any material litigation that is reasonably likely to be adversely determined, and would, in either case, if adversely determined be reasonably expected to have a Material Adverse Effect;

(c) (i) of the occurrence of any ERISA Event, where there is any reasonable likelihood of the imposition of liability on any Loan Party as a result thereof that would be reasonably expected to have a Material Adverse Effect; (ii) of the occurrence of any Canadian Pension Termination Event, where there is any reasonable likelihood of the imposition of liability on any Loan Party as a result thereof that would be reasonably expected to have a Material Adverse Effect, (iii) promptly after any reasonable request therefor by the Administrative Agent or any Lender, copies of (A) any documents described in Section 101(k)(1) of ERISA that any Loan Party has received with respect to any Multiemployer Plan with respect to which there is any reasonable likelihood of a Material Adverse Effect or (B) any notices described in Section 101(l)(1) of ERISA that any Loan Party has received with respect to any Multiemployer Plan with respect to which there is any reasonable likelihood of the imposition of liability that would reasonably be expected to have a Material Adverse Effect; provided, however, that if the applicable Loan Party has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, such Loan Party shall promptly make a request for such documents and notices from such administrator

or sponsor and shall provide copies of such documents and notices promptly after receipt thereof, and (iv) of the receipt of any notice that any Canadian MEPP is in reorganization, that increased contributions may be required to avoid a reduction of benefits under such Canadian MEPP or that any such Canadian MEPP is subject to a new tax, is underfunded, is or may be terminated or is or may become insolvent;

(d) of the occurrence of any Foreign Benefit Event, where there is any reasonable likelihood of the imposition of liability on any Loan Party as a result thereof that would be reasonably expected to have a Material Adverse Effect;

(e) of any Loan Party obtaining knowledge that any funds other than proceeds of the DIP Term Loan have been deposited into the DIP Proceeds Account (as defined in the DIP Term Loan Agreement in effect as of the date hereof); and

(f) the occurrence of any breach of, default under the Restructuring Support Agreement or the Orders by any Borrower Party; provided that such breach has not been cured within five (5) Business Days.

Each notice pursuant to this Section 7.03 shall be accompanied by a statement of an Authorized Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

Section 7.04 Payment of Taxes. Subject to the Orders and any required approval by the Bankruptcy Court, pay, discharge or otherwise satisfy as the same shall become due and payable, all Taxes (including in its capacity as withholding agent) imposed upon it or its income, profits, properties or other assets, except those (a) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves in accordance with GAAP are being maintained by any Borrower Party or (b) Taxes the nonpayment of which is permitted or required by the Bankruptcy Code.

Section 7.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 8.03 or 8.04, (b) take all reasonable action to maintain all rights, privileges (including its good standing, if such concept is applicable in its jurisdiction of organization), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect or as otherwise permitted hereunder, and (c) use commercially reasonable efforts to preserve or renew all of its registered copyrights, patents, trademarks, trade names and service marks, the non-preservation of which would reasonably be expected to have a Material Adverse Effect or as otherwise permitted hereunder, provided that nothing in this Section 7.05 shall require the preservation, renewal or maintenance of, or prevent the abandonment by, any Borrower Party of any registered copyrights, patents, trademarks, trade names and service marks that any Borrower Party reasonably determines is not useful to its business or no longer commercially desirable.

Section 7.06 Maintenance of Properties. Except if the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, maintain, preserve and protect all of its tangible properties and equipment that are necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted.

Section 7.07 Maintenance of Insurance. (a) Except if the failure to do so could not reasonably be expected to have a Material Adverse Effect or would be permitted or required under the Bankruptcy Code, maintain in full force and effect, with insurance companies that the Borrower believes (in the good

faith judgment of the management of the Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as are usually insured against in the same general area by companies engaged in businesses similar to those engaged by the Borrower Parties. Subject to Section 7.17, the Borrower shall use commercially reasonable efforts to ensure that at all times the Collateral Agent, for the benefit of the Secured Parties, shall be named as an additional insured with respect to liability policies (other than directors and officers policies and workers compensation) maintained by Holdings, the Borrower and each Subsidiary Guarantor and the Collateral Agent, for the benefit of the Secured Parties, shall be named as loss payee and mortgagee with respect to the property insurance maintained by Holdings, the Borrower and each Subsidiary Guarantor; *provided* that, unless an Event of Default shall have occurred and be continuing, subject to the Orders, (A) all proceeds from insurance policies shall be paid to the Borrower or applicable Subsidiary Guarantor, (B) to the extent the Collateral Agent receives any proceeds, the Collateral Agent shall turn over to the Borrower any amounts received by it as an additional insured or loss payee under any property insurance maintained by the Borrower and its Subsidiaries, and (C) the Collateral Agent agrees that the Borrower and/or its Subsidiaries shall have the sole right to adjust or settle any claims under such insurance.

(b) If at any time the area in which any Real Property located in the United States that is subject to a Mortgage is located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such total amount and on terms that are reasonably satisfactory to Administrative Agent and all Lenders from time to time, and otherwise comply with the Flood Laws or as is otherwise reasonably satisfactory to Administrative Agent and all Lenders.

Section 7.08 Compliance with Laws. Comply (a) in all respects with applicable Sanctions; (b) in all material respects with Anti-Corruption Laws and Anti-Money Laundering Laws; (c) in all material respects with all other requirements of Law (including, but not limited to ERISA) except (i) as otherwise excused or prohibited by the Bankruptcy Code and subject to any required approval by the Bankruptcy Court or (ii) if the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; (d) with all Governmental Approvals except (i) as otherwise excused or prohibited by the Bankruptcy Code and subject to any required approval by the Bankruptcy Court or (ii) if the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, and (e) with the Bankruptcy Code, the Bankruptcy Rules, the Orders and any other order of the Bankruptcy Court in all respects.

Section 7.09 Books and Records. Maintain proper books of record and account, in a manner to allow financial statements to be prepared in all material respects in conformity with GAAP consistently applied in respect of all financial transactions and matters involving the assets and business of the Borrower or, if applicable, Holdings, or such Subsidiary, as the case may be (it being understood and agreed that Non-U.S. Subsidiaries may maintain individual books and records in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization).

Section 7.10 Inspection Rights.

(a) Permit representatives of the Administrative Agent to visit and inspect any of its properties (subject to the rights of lessees or sublessees thereof and subject to any restrictions or limitations in the applicable lease, sublease or other written occupancy arrangement pursuant to which any Borrower Party is a party), to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances, costs, liquidity

management, restructuring activities, and accounts with its directors, managers, officers, and independent public accountants (subject to such accountants' customary policies and procedures), all at the reasonable expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance written notice to the Borrower; *provided* that, excluding any such visits and inspections during the continuation of an Event of Default, (i) only the Administrative Agent on behalf of the Lenders may exercise rights under this Section 7.10(a), (ii) the Administrative Agent shall not exercise such rights more often than one time during any calendar year and (iii) such exercise shall be at the Borrower's expense; *provided, further*, that when an Event of Default is continuing the Administrative Agent (or any of its respective representatives) may do any of the foregoing at the expense of the Borrower at any time and from time to time during normal business hours and upon reasonable advance written notice. The Administrative Agent shall give the Borrower the opportunity to participate in any discussions with the Borrower's accountants. Notwithstanding anything to the contrary in this Section 7.10, none of the Borrower Parties 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.

(b) Permit the Administrative Agent and each of its duly authorized representatives or agents to conduct field examinations, appraisals (including of the Collateral, including assets included in the Borrowing Base) or valuations at such reasonable times and intervals as Administrative Agent may designate (and if at Borrowers' expense, subject to the limitations set forth in Section 3.09(c)).

Section 7.11 Use of Proceeds. The Borrower shall use the proceeds of the Loans only as provided in and in compliance with Section 5.07, Section 5.13 and Section 5.19.

Section 7.12 Additional Collateral, etc. Upon the formation or acquisition of any new Wholly Owned Subsidiaries by any Loan Party (provided that each of any Excluded Subsidiary ceasing to be an Excluded Subsidiary but remaining a Subsidiary shall be deemed to constitute the acquisition of a Wholly Owned Subsidiary for all purposes of this Section 7.12), and upon the acquisition of any property (other than Excluded Property and real property that is not Material Real Property) by any Loan Party, which property, in the reasonable judgment of the Administrative Agent, is not already subject to a perfected Lien in favor of the Collateral Agent for the benefit of the Secured Parties (and where such a perfected Lien would be required in accordance with the terms of the Security Documents or other Loan Documents), the Borrower shall, at the Borrower's expense:

(a) in connection with such formation or acquisition of a Subsidiary that is organized in the United States or, at the election of the Parent Borrower with respect to such Subsidiary, Canada (or a province or territory thereof), within fifteen (15) Business Days after such formation or acquisition or such longer period as the Collateral Agent may agree in its reasonable discretion, (A) cause each such Subsidiary that is not an Excluded Subsidiary to duly execute and deliver to the Collateral Agent and the Administrative Agent a Guarantor Joinder Agreement, and a joinder or supplement to the applicable Security Documents and (B) (if not already so delivered) deliver certificates (or the foreign equivalent thereof, as applicable) representing the Pledged Interests of each such Subsidiary (if any) held by the applicable Loan Party accompanied by undated stock powers or other appropriate instruments of transfer executed in blank and instruments evidencing the Pledged Debt owing by such Subsidiary to any Loan Party indorsed in blank to the Collateral Agent and the DIP Term Loan Collateral Agent, as the case may be, together with, if requested by

the Collateral Agent and the DIP Term Loan Collateral Agent, as the case may be, supplements to the Security Agreement; provided that any Excluded Property shall not be required to be pledged as Collateral.

(b) within fifteen (15) Business Days after such formation or acquisition of any such property or any request therefor by the Collateral Agent (or such longer period, as the Collateral Agent may agree in its reasonable discretion) duly execute and deliver, and cause each such Subsidiary that is not an Excluded Subsidiary to duly execute and deliver, to the Collateral Agent Security Agreement Supplements, IP Security Agreement Supplements and other Security Documents, as specified by and in form and substance reasonably satisfactory to the Collateral Agent (consistent, to the extent applicable, with the Security Agreement, Security Agreement Supplements, IP Security Agreement Supplements and other Security Documents (and Section 7.14)), securing payment of all the Obligations of the applicable Loan Party or such Subsidiary, as the case may be, under the Loan Documents and establishing Liens on all such properties or property; provided that such properties or property shall not be required to be pledged as Collateral, and no Security Agreement Supplements, IP Security Agreement Supplements or other Security Documents shall be required to be delivered in respect thereof, to the extent that any such properties or property constitute Excluded Property,

(c) within fifteen (15) Business Days after such request, formation or acquisition, or such longer period, as the Collateral Agent may agree in its reasonable discretion, take, and cause such Subsidiary that is not an Excluded Subsidiary and each applicable Loan Party to take, whatever action (including the filing of UCC or PPSA financing statements, the giving of notices and delivery of stock and membership interest certificates or foreign equivalents representing the applicable Capital Stock) as may be necessary or advisable 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), subject to the Orders, the Legal Reservations and Section 5.03, valid and subsisting Liens on the properties purported to be subject to the Security Agreement Supplements, IP Security Agreement Supplements, supplements to other Security Documents and security agreements delivered pursuant to this Section 7.12, in each case to the extent required under the Loan Documents, enforceable against all third parties in accordance with their terms,

(d) within fifteen (15) Business Days after the request of the Collateral Agent, or such longer period as the Collateral Agent may agree in its reasonable discretion, deliver to the Collateral Agent, Organizational Documents, resolutions and a signed copy of one or more customary opinions, addressed to the Collateral Agent for the benefit of the Secured Parties, of counsel for the Loan Parties (or the Collateral Agent, as applicable) reasonably acceptable to the Collateral Agent as to such matters as the Collateral Agent may reasonably request, in each case to the extent required under the Loan Documents,

(e) [reserved];

(f) at any time and from time to time, promptly execute and deliver any and all further instruments and documents and take all such other action as the Collateral Agent in its reasonable judgment may deem necessary or desirable in obtaining the full benefits of, or in perfecting and preserving the Liens of, such guaranties, Security Agreement Supplements, IP Security Agreement Supplements, Security Documents and security agreements, in each case, with respect to guaranteeing and/or securing Obligations consistent with the terms hereof, in each case to the extent required under the Loan Documents.

(g) Notwithstanding anything to the contrary contained herein (including this Section 7.12) or in any other Loan Document, (x) the Administrative Agent shall not accept delivery of any Mortgage from any Loan Party with respect to property located in the United States unless each of the Lenders has received 45 days prior written notice thereof and Administrative Agent has received confirmation from each Lender that such Lender has completed its flood insurance diligence, has received copies of all flood insurance documentation and has confirmed that flood insurance compliance has been completed as required by the Flood Laws or as otherwise reasonably satisfactory to such Lender, and (y) the Administrative Agent shall not accept delivery of any joinder to any Loan Document with respect to any Subsidiary of any Loan Party that is not a Loan Party, if such Subsidiary that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation unless such Subsidiary has delivered a Beneficial Ownership Certification in relation to such Subsidiary and Administrative Agent has completed its Patriot Act searches, OFAC/PEP searches, flood certification and customary individual background checks for such Subsidiary, the results of which shall be reasonably satisfactory to Administrative Agent and the Lenders; provided, that no Default or Event of Default shall result from any Loan Party's failure to comply with the terms of this Section 7.12 so long as such Default or Event of Default arose solely from the failure or refusal of the Administrative Agent to accept delivery of the applicable joinder or security documentation under this clause (g).

For the avoidance of doubt, nothing in this Section 7.12 or in Section 7.14 shall be deemed to require any Borrower Party to grant security interests or take steps with respect to perfection thereof to the extent such steps are not required in the Security Documents entered into on the Closing Date (or after the Closing Date in accordance with Section 7.17).

Section 7.13 Compliance with Environmental Law. Except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect, (a) comply, and take commercially reasonable efforts to cause all lessees operating or occupying its properties to comply with all Environmental Laws and Environmental Permits; (b) obtain, maintain and renew all applicable Environmental Permits necessary for its operations and properties; and (c) to the extent required of any Borrower Party by a Governmental Authority under Environmental Laws, conduct any investigation, mitigation, study, sampling and testing, and undertake any cleanup, removal or remedial, corrective or other response action necessary to respond to and remove and clean up all Releases of Hazardous Materials from any of its properties, in accordance with the requirements of applicable Environmental Laws; *provided*, *however*, that no Borrower Party shall be required to undertake any such cleanup, removal, remedial, corrective or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

Section 7.14 Further Assurances. Promptly upon request by the Administrative Agent, or the Collateral Agent or any Lender through the Administrative Agent, and subject to the limitations described in Section 7.12, (i) correct any material defect or error that may be discovered in any Loan Document or other document or instrument relating to any Collateral or in the execution, acknowledgment, filing or recordation thereof and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or the Collateral Agent or any Lender through the Administrative Agent, may reasonably require from time to time in order to grant, preserve, protect and continue the validity, perfection and priority of the security interests created or intended to be created by the Security Documents. Notwithstanding anything to the contrary in any Loan Documents, neither the Borrower nor any other Loan Party shall be required to make any filings or take any other actions to perfect, evidence or create the Lien on and security interest in any intellectual property except for filings in the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office and the

filing of UCC or PPSA financing statements, and neither the Borrower nor any other Loan Party shall be required to reimburse the Administrative Agent or the Collateral Agent for any costs incurred in connection with any filings or actions to perfect, evidence or create the Lien on and security interest in any intellectual property other than in connection with such filings in the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office and the filing of such UCC or PPSA financing statements. Promptly following any request therefor, provide information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" requirements under applicable Anti-Money-Laundering Laws, the PATRIOT Act, Canadian Anti-Monday Laundering & Anti-Terrorism Legislation and the Beneficial Ownership Regulation.

Section 7.15 Restructuring Support Agreement Modifications. The Loan Parties shall not, without the prior written consent of the Administrative Agent and the Required Lenders, amend or modify, in a manner materially adverse to the Secured Parties the Restructuring Support Agreement.

Section 7.16 No Change in Line of Business. Not engage in any material lines of business substantially different from those lines of business conducted by the Borrower Parties on the date hereof or any business reasonably related, complementary, synergistic or ancillary thereto or reasonable extensions thereof.

Section 7.17 Post-Closing Undertakings. Within the time periods specified on Schedule 7.17 hereto (as each may be extended by the Administrative Agent in its reasonable discretion), provide such Security Documents and complete such undertakings as are set forth on Schedule 7.17 hereto.

Section 7.18 Transactions with Affiliates.

(a) The Parent Borrower will not, and will not permit any of its Subsidiaries to make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Borrower outside of the ordinary course of business or involving aggregate consideration in excess of $500,000 (each of the foregoing, an "Affiliate Transaction"), unless:

(i) such Affiliate Transaction (including, for the avoidance of doubt, any purchase of Indebtedness from any Affiliate or the incurrence of any Indebtedness owed to any Affiliate) is on terms that are not materially less favorable to the relevant Borrower Party than those that could have been obtained in a comparable transaction by such Borrower Party with an unrelated Person on an arm's length basis (as determined in good faith by the senior management or the Board of Directors of the Borrower or any direct or indirect parent of the Borrower) and is subject to the Orders and the Approved Budget; and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $750,000, the Borrower delivers to the Administrative Agent a resolution adopted in good faith by the majority of the Board of Directors of the Borrower, Holdings or any Parent Holding Company, approving such Affiliate Transaction, together with a certificate signed by a Responsible Officer of the Borrower certifying that the Board of Directors of the Borrower, Holdings or any Parent Holding Company determined or resolved that such Affiliate Transaction complies with Section 7.18(a)(i).

(b) The foregoing provisions will not apply to the following:

(i) (a) transactions between or among the Borrower and the other Loan Parties (or an entity that becomes a Loan Party as a result of such transaction), (b) transactions between or among any (x) Subsidiaries that are not Loan Parties or (y) any Loan Parties and any Subsidiaries that are not Loan Parties to the extent expressly permitted by this Agreement and (b) any merger, amalgamation or consolidation of the Borrower, Holdings or any Parent Holding Company; *provided* that such entity shall have no material liabilities and no material assets (other than cash, Cash Equivalents and the Capital Stock of the Borrower) and such merger, amalgamation or consolidation is otherwise in compliance with the terms of this Agreement and effected for a bona fide business purpose;

(ii) (A) Restricted Payments permitted by Section 8.05 and (B) Permitted Investments (other than Permitted Investments under clause (13) of the definition thereof and Investments made by or in an Affiliate of the Borrower other than an Affiliate that is controlled by Holdings);

(iii) Transactions with the Sponsor or its applicable Affiliates contemplated by the Restructuring Support Agreement;

(iv) [reserved];

(v) [reserved];

(vi) [reserved];

(vii) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case, in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are fair to the Borrower Parties or are on terms at least as favorable (as determined in good faith by the senior management or the Board of Directors of the Borrower or any direct or indirect parent of the Borrower) as might reasonably have been obtained at such time from an unaffiliated party;

(viii) [reserved];

(ix) [reserved];

(x) the sale, issuance or transfer of Equity Interests (other than Disqualified Stock) of the Borrower or its Affiliates made pursuant to, in accordance, or in connection with the implementation of an Acceptable Plan of Reorganization;

(xi) any contribution to the capital of the Borrower (other than Disqualified Stock) or any investments by the Sponsor or a direct or indirect parent of the Borrower in Equity Interests (other than Disqualified Stock) of the Borrower (and payment of reasonable out-of-pocket expenses incurred by the Sponsor or a direct or indirect parent of the Borrower in connection therewith);

(xii) [reserved];

(xiii) [reserved];

(xiv) [reserved];

(xv) [reserved];

(xvi) transactions to effect the Transactions, and the payment of all transaction, underwriting, commitment and other fees and expenses related to the Transactions (including the Transaction Costs);

(xvii) [reserved];

(xviii) [reserved];

(xix) (i) any employment, consulting, service or termination agreement, or customary indemnification arrangements, entered into by any Borrower Party with current, former or future officers, directors, employees, managers, consultants and independent contractors of any Borrower Party (or of any direct or indirect parent of the Borrower to the extent such agreements or arrangements are in respect of services performed for any Borrower Party), (ii) any subscription agreement or similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with current, former or future officers, directors, employees, managers, consultants and independent contractors of any Borrower Party or of any direct or indirect parent of the Borrower and (iii) any payment of compensation or other employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers officers, directors, employees, managers, consultants and independent contractors of any Borrower Party or any direct or indirect parent of the Borrower (including amounts paid pursuant to any management equity plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, stock option or similar plans and any successor plan thereto and any supplemental executive retirement benefit plans or arrangements), in each case, in the ordinary course of business, in accordance with the Approved Budget (subject to permitted variances);

(xx) [reserved];

(xxi) [reserved];

(xxii) [reserved];

(xxiii) [reserved];

(xxiv) any lease entered into between any Borrower Party, as lessee, and any Affiliate of the Borrower, as lessor, in the ordinary course of business;

(xxv) (A) intellectual property licenses and (B) intercompany intellectual property licenses and research and development agreements in the ordinary course of business;

(xxvi) Transactions pursuant to, and complying with, Section 8.03; or

(xxvii) intercompany transactions undertaken in good faith for the purpose of improving the tax efficiency of the Borrower Parties and not for the purpose of circumventing any covenant set forth herein.

Section 7.19 Cash Management.

(a) Each U.S. Loan Party shall maintain its primary depository and treasury management relationships with Wells Fargo or one of its Affiliates as of the Closing Date and thereafter.

(b) Each Canadian Loan Party shall maintain its primary depository and treasury management relationships at a Canadian bank reasonably acceptable to the Administrative Agent as of the Closing Date and thereafter; provided that the Administrative Agent agrees that the Canadian bank that is the primary depository and treasury management relationship of each Canadian Loan Party as of the Closing Date is acceptable.

(c) Each Loan Party will, and will cause each of its Subsidiaries to, (i) maintain the cash management systems described in Section 5 of the Security Agreement and (ii) strictly comply with the material terms of the Cash Management Order.

(d) All amounts received in the Agent's Account shall be applied in accordance with Section 10.03(b).

Section 7.20 Lender Conference Calls and Meetings. Commencing with the second full week after the Petition Date, conduct bi-weekly conference calls or teleconference, at a time selected by Borrower in consultation with the Required Lenders and with reasonable advance notice to the Lenders, with all of the Lenders that choose to participate, to discuss the Budget, Budget Variance Report and any other matters related to the financial condition and/or results of operation of the Borrower and its Subsidiaries for the most recently ended period for which financial statements have been delivered pursuant to Section 7.01(a), (b), or (d), as applicable; provided that, the Borrower's obligation under this Section 7.20 shall be satisfied if Persons from Evercore, Inc. and FTI Consulting (or their applicable Affiliates) attend such conference calls or teleconference.

Section 7.21 Required Milestones. Each Loan Party will, and will cause each of its Subsidiaries to, comply with each of the Required Milestones (except as waived or amended by Required Lenders in writing in their sole discretion). The Loan Parties shall provide the Administrative Agent with any information or materials reasonably requested by the Administrative Agent in connection with the Debtors' progress on achieving any Required Milestone.

Section 7.22 [Reserved].

Section 7.23 Administrative Agent's Advisors. The Administrative Agent, on behalf of itself and the Lenders, shall be entitled to retain or continue to retain (either directly or through counsel) any Administrative Agent's Advisors that the Administrative Agent may reasonably deem necessary to provide advice, analysis and reporting for the benefit of the Agents and the Lenders. The Loan Parties shall pay all reasonable and documented fees and expenses of each Administrative Agent's Advisors and all such fees and expenses shall constitute Obligations and be secured by the Collateral. The Loan Parties and their advisors, including the Financial Advisor, shall grant access at reasonable times to be agreed, to, and cooperate in all reasonable respects with, the Agents, the Lenders, Administrative Agent's Advisors, and any other representatives of the foregoing and provide all information that such parties may reasonably request in a timely manner.

Section 7.24 Debtor-In-Possession Obligations. Each Loan Party will, and will cause each of its Subsidiaries to, comply in a timely manner with their obligations and responsibilities as debtors-in-possession under the Bankruptcy Code, the Bankruptcy Rules, the Orders and any other order of the Bankruptcy Court.

Section 7.25 Adequate Protection Payments. Each Loan Party will, and will cause each of its Subsidiaries to, make adequate protection payments payable in cash on the dates and to the extent required by the Orders.

Section 7.26 Bankruptcy Matters. Each Debtor shall cause all proposed (a) orders related to or affecting the Loans and other Obligations, the Pre-Petition Debt and the Loan Documents, any other financing or use of Cash Collateral, any sale or other disposition of Collateral outside the ordinary course, cash management, adequate protection, any plan of reorganization and/or any disclosure statement related thereto, (b) orders concerning the financial condition of the Borrower or any of its Subsidiaries or other Indebtedness of the Debtors or seeking relief under section 363, 364 or 365 of the Bankruptcy Code or Rule 9019 of the Federal Rules of Bankruptcy Procedure, (c) orders authorizing additional payments to critical vendors (outside of the relief approved in the First Day Orders and "second day" orders) and (d) orders establishing procedures for administration of the Chapter 11 Cases or approving significant transactions submitted to the Bankruptcy Court, in each case, proposed by the Debtors to be in accordance with and permitted by the terms of this Agreement.

Section 7.27 Canadian Anti-Money Laundering & Anti-Terrorism Compliance. The Lenders and their successors and assigns may be subject to Canadian Anti-Money Laundering & Anti-Terrorism Legislation and applicable "know your customer" rules and regulations, and they hereby notify the Borrowers and the Guarantors that in order to comply with such legislation, rules and regulations, they may be, among other things, required to obtain, verify and record information pertaining to the Borrowers and Guarantors, which information may relate to, among other things, the names, addresses, corporate directors, corporate registration numbers, corporate tax numbers, corporate shareholders and banking transactions of the Borrowers and Guarantors. Each of the Borrowers and Guarantors hereby agrees to take promptly such actions and to promptly provide, upon request, such information, access to information and certifications regarding the Borrowers and the Guarantors that are required to enable the Lenders and their successors and assigns to comply with such Canadian Anti-Money Laundering & Anti-Terrorism Legislation and applicable "know your customer" rules and regulations. If Administrative Agent has ascertained the identity of any Borrower or Guarantor or any authorized signatories of a Borrower or Guarantor for the purposes of Canadian Anti-Money Laundering & Anti-Terrorism Legislation, then Administrative Agent: (i) shall be deemed to have done so as an agent for each Lender that it represents, and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of the applicable Canadian Anti-Money Laundering & Anti-Terrorism Legislation; and (ii) shall provide to each Lender that it represents copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness. Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that Administrative Agent has no obligation to ascertain the identity of any Borrower or Guarantor or any authorized signatories of a Borrower or Guarantor on behalf of any Lender or other Secured Party, or to confirm the completeness or accuracy of any information it obtains from any Borrower or Guarantor or any such authorized signatory in doing so.

Section 7.28 Restructuring Support Agreement. Subject to any waivers or forbearance by the parties thereto, the Loan Parties shall comply with the Restructuring Support Agreement in all material respects.

Section 7.29 [Reserved].

Section 7.30 [Reserved].

Section 7.31 Bankruptcy Notices.

(a) The Borrower will furnish to the Administrative Agent's Advisors, to the extent reasonably practicable, at least two (2) calendar days prior to filing with the Bankruptcy Court or as soon as reasonably practicable thereafter, the Final Order and all other proposed orders and pleadings relating to the Loans and the Loan Documents, any other financing or use of Cash Collateral, any sale or other disposition of Collateral outside the ordinary course having a value in excess of $250,000, cash management, adequate protection, any Chapter 11 Plan and/or any disclosure statement or supplemental document related thereto.

(b) The Borrower will furnish to the Administrative Agent's Advisors, at least two (2) calendar days prior to filing with the Bankruptcy Court or as soon as reasonably practicable thereafter, all other material filings, motions, pleadings, other papers or material notices to be filed with the Bankruptcy Court relating to any request (x) to approve any compromise and settlement of claims whether under Rule 9019 of the Federal Rules of Bankruptcy Procedure or otherwise or (y) for relief under section 363 of the Bankruptcy Code, in each case other than notices, filings, motions, pleadings or other information concerning less than $250,000 in value.

Section 7.32 Insolvency Proceedings. If any Loan Party or any of its Subsidiaries institutes or consents to the institution of any insolvency proceeding (other than the Chapter 11 Cases), the Borrower and the Loan Parties shall or shall cause such Loan Party or Subsidiary to become a Debtor under the Chapter 11 Cases (unless such Loan Party or Subsidiary is already a Debtor under the Chapter 11 Cases).

ARTICLE VIII
NEGATIVE COVENANTS

So long as the Termination Date has not occurred, (A) except with respect to Section 8.09, the Borrower shall not, nor shall it permit any other Subsidiary to and (B) with respect to Sections 8.08 and 8.09, Holdings shall not:

Section 8.01 Indebtedness. Incur any Indebtedness or issue any shares of Disqualified Stock, and the Borrower will not permit any of its Subsidiaries to issue any shares of Preferred Stock.

The foregoing limitations will not apply to (collectively, "Permitted Debt"), but shall be subject in all respects to the Orders:

(a) Indebtedness arising under the Loan Documents (including any Indebtedness incurred under Section 3.13);

(b) (i) Indebtedness Incurred under the DIP Term Loan Agreement by the Loan Parties in an aggregate principal amount at any time outstanding not to exceed $533,500,000; and (ii) Pre-Petition Secured Indebtedness in an aggregate principal amount not to exceed the aggregate principal amount outstanding on the Petition Date plus accrued interest and any interest paid in kind; *provided* that (x) any Pre-Petition First Lien Secured Debt in respect of the Pre-Petition First Lien Term Loan Credit Agreement shall be subject to the Orders and the Pre-Petition ABL/Term Loan Intercreditor Agreement, and (y) any Pre-Petition Second Lien Secured Debt shall be subject to the Orders and the Pre-Petition ABL/Term Loan Intercreditor Agreement and (z) the DIP Term Loan Facility shall be subject to the Orders (including all intercreditor provisions therein);

(c) Indebtedness and/or Disqualified Stock of the Borrower Parties (other than Indebtedness described in clause (a) or (b) above) that is existing on the Petition Date and, listed on Schedule 7.01 and for the avoidance of doubt, including all Capitalized Lease Obligations existing on the Petition Date listed on Schedule 7.01;

(d) Indebtedness (including, without limitation, Capitalized Lease Obligations and mortgage financings as purchase money obligations) Incurred by any Borrower Party, Disqualified Stock issued by any Borrower Party to finance all or any part of the purchase, lease, construction, installation, repair or improvement of real property, plant or equipment or other fixed or capital assets, not to exceed an aggregate principal amount of $2,500,000 at any time outstanding, in each case, in the ordinary course of business;

(e) Indebtedness Incurred by any Borrower Party constituting reimbursement obligations with respect to letters of credit or bank guarantees or similar instruments incurred in the ordinary course of business, including, without limitation, (i) letters of credit or performance or surety bonds in respect of workers' compensation claims, health, disability or other employee benefits (whether current or former) or property, casualty or liability insurance or self-insurance, or other Indebtedness with respect to reimbursement-type obligations regarding workers' compensation claims, health, disability or other employee benefits (whether current or former) or property, casualty or liability insurance and (ii) guarantees of Indebtedness Incurred by customers in connection with the purchase or other acquisition of equipment or supplies in the ordinary course of business;

(f) [reserved];

(g) [reserved];

(h) [reserved];

(i) (A) Indebtedness or Disqualified Stock of a Loan Party owing to the Borrower or another Loan Party and (B) Indebtedness or Disqualified Stock of a Non-Loan Party Subsidiary owing to another Non-Loan Party Subsidiary, in each case of the foregoing clauses (A) and (B) to the extent incurred following the Closing Date, in accordance with the Approved Budget; *provided* that any subsequent issuance or transfer of any Capital Stock or any other event that results in any Loan Party lending such Indebtedness or Disqualified Stock ceasing to be a Loan Party shall be deemed, in each case, to be an Incurrence of such Indebtedness or Disqualified Stock not permitted by this clause (i);

(j) Swap Agreements and Cash Management Services Incurred, other than for speculative purposes in each case, in the ordinary course of business;

(k) obligations (including reimbursement obligations with respect to letters of credit or bank guarantees or similar instruments) in respect of customs, self-insurance, performance, bid, appeal and surety bonds and completion guarantees and similar obligations provided by any Borrower Party in the ordinary course of business;

(l) so long as no Event of Default has occurred and is continuing, Indebtedness or Disqualified Stock of any Borrower Party in an aggregate principal amount or liquidation preference that, when aggregated with the principal amount or liquidation preference of all other Indebtedness or Disqualified Stock then outstanding and Incurred pursuant to this clause (l), does not exceed $8,000,000 in aggregate principal amount outstanding at any time;

(m) any guarantee by any Borrower Party of Indebtedness, Disqualified Stock or other obligations of any Loan Party so long as the Incurrence of such Indebtedness, Disqualified Stock or other obligations by any Loan Party is permitted under the terms of this Agreement;

(n) [reserved]:

(o) [reserved];

(p) Indebtedness of any Borrower Party arising from netting services, overdraft protection or the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business;

(q) [reserved];

(r) [reserved];

(s) Indebtedness or Disqualified Stock of any Borrower Party consisting of (x) the financing of insurance premiums or (y) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(t) Indebtedness or Disqualified Stock of Non-Loan Party Subsidiaries in an aggregate principal amount or liquidation preference, as applicable, not to exceed a principal amount of $1,500,000 at any time outstanding;

(u) [reserved];

(v) [reserved];

(w) Indebtedness owed on a short-term basis to banks and other financial institutions in the ordinary course of business of the Borrower Parties with such banks or financial institutions that arises in connection with ordinary banking arrangements, including cash management, cash pooling arrangements and related activities to manage cash balances of the Borrower and its Subsidiaries and joint ventures including treasury, depository, overdraft, credit, purchasing or debit card, electronic funds transfer and other cash management arrangements and Indebtedness in respect of credit card programs, automatic clearinghouse arrangements and similar arrangements;

(x) [reserved];

(y) customer deposits and advance payments received in the ordinary course of business from customers for goods purchased in the ordinary course of business;

(z) Indebtedness Incurred by any Borrower Party in connection with bankers' acceptances, discounted bills of exchange, warehouse receipts or similar facilities or the discounting or factoring of receivables for credit management purposes, in each case Incurred or undertaken in the ordinary course of business;

(aa) [reserved];

(bb) (i) guarantees Incurred in the ordinary course of business in respect of obligations to suppliers, customers, franchisees, lessors, licensees, sub-licensees and distribution partners and (ii) Indebtedness Incurred by any Borrower Party as a result of leases entered into by any Borrower Party or any direct or indirect parent of the Borrower in the ordinary course of business;

(cc) [reserved];

(dd) [reserved];

(ee) Indebtedness, Disqualified Stock or Preferred Stock consisting of obligations of any Borrower Party under deferred compensation or other similar arrangements incurred by such Person in connection with the Transactions or any Permitted Investment or other Investment permitted under Section 8.05; and

(ff) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable law.

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest or dividends in the form of additional Indebtedness with the same terms, the payment of dividends on Disqualified Stock in the form of additional shares of Disqualified Stock of the same class, the accretion of liquidation preference and increases in the amount of Indebtedness, Disqualified Stock outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness will not be deemed to be an Incurrence of Indebtedness or issuance of Disqualified Stock for purposes of this Section 8.01. Guarantee Obligations of, or obligations in respect of letters of credit relating to, Indebtedness that are otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; provided that the Incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 8.01.

For purposes of determining compliance with any Dollar-denominated restriction on the Incurrence of Indebtedness or the issuance of Disqualified Stock, the Dollar-equivalent principal amount or liquidation preference, as applicable, of Indebtedness, Disqualified Stock denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term debt, or first issued in the case of Disqualified Stock.

Notwithstanding anything to the contrary herein, any intercompany loans, advances or other Indebtedness for borrowed money owed by a Loan Party to any Non-Guarantor Subsidiary shall be subordinated in right of payment to the Obligations and any Guarantee by a Loan Party of Indebtedness for borrowed money of a Non-Guarantor Subsidiary shall be subordinated in right of payment to the Obligations.

Notwithstanding the foregoing, and except for the Carve Out or otherwise provided in the applicable Order, no Indebtedness permitted under this Section 8.01 shall be permitted to have an administrative expense claim status under the Bankruptcy Code senior to or pari passu with the superpriority administrative expense claims of the Agents and the Lenders as set forth herein and in the applicable Order.

Notwithstanding anything to the contrary herein, Vanga Plastics shall not be permitted to incur any Indebtedness or issue any shares of Disqualified Stock or Preferred Stock.

Section 8.02 Liens. Create, incur, assume or suffer to exist any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of any Borrower Party or any assets of any Debtor's bankruptcy estate, whether now owned or hereafter acquired (each, a "Subject Lien") that secure obligations under any Indebtedness unless such Subject Lien is a Permitted Lien.

No reference herein to Liens permitted hereunder (including Permitted Liens), including any statement or provision as to the acceptability of any Liens (including Permitted Liens), shall in any way constitute or be construed as to provide for an implied subordination of any rights of the Agents, the Lenders or other Secured Parties hereunder or arising under any of the other Loan Documents in favor of such Liens.

Section 8.03 Fundamental Changes. Merge, dissolve, liquidate, amalgamate, 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, in each case, (x) without the consent of the Required Lenders or (y) other than any such transaction made pursuant to, in accordance with, or in connection with the implementation of an Acceptable Plan of Reorganization:

Section 8.04 Asset Sales. Cause or make an Asset Sale (in each case, subject to the Approved Budget and permitted by the Orders), unless:

(1) such Asset Sale is made pursuant to any order of the Bankruptcy Court, in form and substance satisfactory to Administrative Agent; or

(2) it is any Asset Sale that has an aggregate Fair Market Value of less than $200,000 per transaction (or series of related transactions) and $1,000,000 per annum for all such transactions consummated in reliance on this clause 8.04(2).

Section 8.05 Restricted Payments.

(1) Declare or pay any dividend or make any payment or distribution on account of the Parent Borrower's or any of its Subsidiaries' Equity Interests, including any payment made in connection with any merger, amalgamation or consolidation involving the Borrower (other than (A) dividends or distributions by the Parent Borrower payable solely in Equity Interests (other than Disqualified Stock) of the Parent Borrower; or (B) dividends or distributions by a Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Subsidiary other than a Wholly Owned Subsidiary, any Borrower Party receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities);

(2) Purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Parent Borrower or any direct or indirect parent of the Parent Borrower, including in connection with any merger, amalgamation or consolidation;

(3) Prepay, make any principal payment on, or redeem, repurchase, defease or otherwise satisfy, acquire or retire for value, in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness of the Borrower or any Guarantor; or

(4) Make any Restricted Investment;

(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "Restricted Payments").

Notwithstanding anything to the contrary and subject to the Orders in all respects, this Section 8.05 will not prohibit:

(1) any Restricted Payment made pursuant to, in accordance with, or in connection with the implementation of an Acceptable Plan of Reorganization;

(2) [reserved];

(3) the prepayment, redemption, defeasance, repurchase or other acquisition or retirement of Pre-Petition Indebtedness, in each case, as permitted by (i) the Orders, (ii) any Approved Bankruptcy Court Order or (iii) any other order of the Bankruptcy Court in amounts reasonably satisfactory to the Required Lenders; *provided* that, in the case of clauses (i) and (ii), such prepayments shall be in amounts not in excess of the amount set forth for such prepayments in the Approved Budget (subject to permitted variances);

(4) [reserved];

(5) [reserved];

(6) [reserved];

(7) [reserved];

(8) [reserved];

(9) [reserved];

(10) [reserved];

(11) [reserved];

(12) [reserved];

(13) [reserved];

(14) the declaration and payment of dividends, other distributions or other amounts to, or the making of loans to Holdings or any other direct or indirect parent of the Parent Borrower, in the amount required for such entity to, if applicable, and in each case without duplication:

(a) pay amounts equal to the amounts required for Holdings or any other direct or indirect parent of the Parent Borrower to pay fees and expenses, customary salary, bonus and other benefits payable to, and indemnities provided to or on behalf of, officers, employees, directors, managers, consultants or independent contractors of Holdings or any other direct or indirect parent of the Parent Borrower, if applicable, and general corporate operating (including, without limitation, expenses related to auditing and other accounting matters) and overhead costs and expenses of the Parent Borrower or any direct or indirect parent of the Parent Borrower, if applicable, in each case to the extent such fees, expenses, salaries, bonuses, benefits and indemnities are attributable to the ownership or operation of the Parent Borrower and its Subsidiaries;

(b) [reserved];

(c) pay fees and expenses incurred by Holdings or any other direct or indirect parent of the Borrower related to the maintenance of such parent entity of its corporate or other entity existence and performance of its obligations under

this Agreement and similar obligations under the Pre-Petition Secured Indebtedness and the DIP Term Loan Documents;

(d) [reserved]; and

(e) pay any Related Taxes.

Notwithstanding anything to the contrary herein, no such Restricted Payments shall be permitted after the Petition Date unless such Restricted Payments are made strictly in accordance with the Approved Budget (subject to permitted variances) and are specifically disclosed in such Approved Budget (subject to permitted variances).

Unless otherwise expressly set forth in the definition of "Permitted Investments", for purposes of this Section 8.05, if any Investment (or a portion thereof) would be permitted pursuant to one or more of the exceptions contained in the definition of "Permitted Investments," the Borrower may divide and classify such Investment (or a portion thereof) in any manner that complies with this Section 8.05 and may later divide and reclassify any such Investment so long as the Investment (as so divided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such reclassification.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, (x) the Borrower shall not, nor shall it permit any of its Subsidiaries to, make any Investment in a Non-Loan Party Subsidiary in the form of a contribution, exclusive license or other transfer of Material Intellectual Property, other than the grant of a non-exclusive license of such Material Intellectual Property to any Non-Loan Party Subsidiary in the ordinary course of business and (b) no Non-Loan Party Subsidiary shall own or hold an exclusive license to any Material Intellectual Property.

Section 8.06 Burdensome Agreements. Permit any of its Subsidiaries to create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Subsidiary to:

(a) (i) pay dividends or make any other distributions to any Borrower Party on its Capital Stock; or (ii) pay any Indebtedness owed to any Borrower Party;

(b) make loans or advances to any Borrower Party;

(c) create, incur, assume or suffer to exist Liens on the Collateral of such Person for the benefit of the Lenders with respect to the Credit Facility and the Obligations or under the Loan Documents; or

(d) sell, lease or transfer any of its properties or assets to any Borrower Party.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions of any Borrower Party in effect on the Closing Date, including pursuant to this Agreement and the other Loan Documents, related Swap Agreements and Indebtedness permitted pursuant to Section 8.01(c);

(2) (i) the documents governing the Pre-Petition Secured Indebtedness as in effect on the Petition Date, and (ii) the DIP Term Loan Documents as in effect on the Closing Date;

(3) applicable Law or any applicable rule, regulation or order;

(4) [reserved];

(5) [reserved];

(6) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(7) customary provisions in operating or other similar agreements, asset sale agreements and stock sale agreements entered into in connection with the entering into of such transaction, which limitation is applicable only to the assets that are the subject of those agreements;

(8) purchase money obligations for property acquired and Capitalized Lease Obligations, to the extent such obligations impose restrictions of the nature discussed in clause (c) or (d) in the first paragraph of this Section 8.06 on the property so acquired;

(9) customary provisions contained in leases, sub-leases, licenses, sublicenses, contracts and other similar agreements entered into in the ordinary course of business to the extent such obligations impose restrictions of the type described in clause (c) or (d) in the first paragraph of this Section 8.06 on the property subject to such lease;

(10) [reserved];

(11) any encumbrance or restriction contained in any agreement governing other Indebtedness, Disqualified Stock or Preferred Stock of any Borrower Party in effect on the Petition Date;

(12) [reserved];

(13) any encumbrance or restriction arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, (x) detract from the value of the property or assets of any Borrower Party in any manner material to any Borrower Party or (y) materially affect the Borrower's ability to make future principal or interest payments under this Agreement, in each case, as determined by the Borrower in good faith; and

(14) restrictions required by the Orders.

For purposes of determining compliance with this Section 8.06, (i) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (ii) the subordination of loans or advances made to any Borrower Party to other Indebtedness

Incurred by the Borrower or any such Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

Section 8.07 Accounting Changes. Make any change in fiscal year.

Section 8.08 Modification to Organizational Documents. Amend, modify or change any Organizational Documents of Holdings or any of its Subsidiaries, unless such amendment, modification, change or other action contemplated by this Section 8.08 would not reasonably be expected to be materially adverse to the interests of the Lenders in their capacities as such.

Section 8.09 Holding Company. Holdings, shall not conduct, transact or otherwise engage in any material business or operations; provided, that the following shall be permitted in any event: (i) its ownership of the Capital Stock of the Borrower Parties; (ii) the entry into, and the performance of its obligations with respect to the Loan Documents, the DIP Term Loan Documents, any agreement or other instrument evidencing or entering into in connection with the Pre-Petition Secured Debt or documentation relating to the Indebtedness otherwise permitted by this Section 8.09 and the Guarantee Obligations permitted by clause (v) below; (iii) the consummation of the Transactions; (iv) the performing of activities (including, without limitation, cash management activities) and the entry into documentation with respect thereto, in each case, permitted by this Agreement for Holdings to enter into and perform; (v) the payment of dividends and distributions (and other activities in lieu thereof permitted by this Agreement), the making of contributions to the capital of its Subsidiaries and Guarantee Obligations of Indebtedness permitted to be incurred hereunder by any Borrower Party and the Guarantee Obligations of other obligations not constituting Indebtedness; (vi) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance and performance of activities relating to its officers, directors, managers and employees and those of its Subsidiaries); (vii) [reserved]; (viii) [reserved]; (ix) the participation in tax, accounting and other administrative matters, including compliance with applicable Laws and legal, tax and accounting matters related thereto and activities relating to its officers, directors, managers and employees; (x) the holding of any cash and Cash Equivalents (but not operating any property); (xi) the entry into and performance of its obligations with respect to contracts and other arrangements, including the providing of indemnification to officers, managers, directors and employees; (xii) [reserved] and (xiii) any activities incidental to the foregoing. Holdings shall not create, incur, assume or suffer to exist any Lien on any Capital Stock of any Borrower Party (other than Liens pursuant to any Loan Document, any agreement or other instrument evidencing or entering into in connection with the Pre-Petition Secured Debt, the DIP Term Loan Documents, non-consensual Liens arising solely by operation of Law and any Permitted Liens) and shall not incur any Indebtedness (other than Guarantee Obligations permitted above and liabilities imposed by Law, including Tax liabilities).

Section 8.10 Financial Covenant. Maintain Excess Availability, at all times, of at least $10,000,000.

Section 8.11 Canadian Defined Benefit Plans. Following the Closing Date, no Loan Party shall (i) create or establish, assume or become liable for or permit to exist any obligation in respect of any Canadian Defined Benefit Plan; (ii) complete any acquisition where the Person acquired in connection with such acquisition is at the time of completion of such acquisition or at any time thereafter liable for obligations under any Canadian Defined Benefit Plan; or (iii) amalgamate with the Person acquired in (ii) above or guarantee or otherwise become liable for the obligations of such Person under any Canadian Defined Benefit Plans. No Loan Party shall fail to remit or pay in a timely manner any contributions or other payments required to be remitted or paid to any Canadian Pension Plan in accordance with its terms, the funding agreements or applicable laws, where failure to do so would reasonably be expected to result in a Material Adverse Effect.

Section 8.12 [Reserved].

Section 8.13 Business. The Borrower will not permit at any time the business activities, taken as a whole, conducted by the Borrower Parties to be materially different from the business activities, taken as a whole, conducted by the Borrower Parties on the Closing Date.

Section 8.14 [Reserved].

Section 8.15 Priority of Liens and Claims. Each Loan Party that is a Debtor hereby covenants, represents and warrants that:

(a) upon entry of the Interim Order (and when applicable, the Final Order), its Obligations hereunder and under the other Loan Documents, in each case subject to the Orders, as applicable shall at all times (i) constitute an allowed Superpriority Claim against such Loan Party, which will be payable from and have recourse to all pre- and Post-Petition property of such Loan Party and all proceeds thereof (excluding Avoidance Actions, subject to the entry of the Final Order, but including Avoidance Proceeds), subject to the Carve Out to the extent provided in the Interim Order or the Final Order, as applicable, and any payments or proceeds on account of such Superpriority Claim shall be distributed in accordance with Section 10.03(b) and (ii) be secured by a valid, binding, continuing, enforceable, fully-perfected senior security interest and Lien on all of the assets of such Loan Party, whether currently existing or thereafter acquired, of the same nature, scope and type as the Collateral, in each case to the extent of and consistent with the priorities set forth in the Orders.

(b) Except to the extent of the Carve Out and subject to the entry of the Final Order providing such relief, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including a case under Chapter 7 of the Bankruptcy Code, shall be charged against or recovered from the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, the enhancement of collateral provisions of section 552 of the Bankruptcy Code, or any other legal or equitable doctrine (including, without limitation, unjust enrichment) or any similar principle of law, without the prior written consent of the Administrative Agent, the Collateral Agent and the Required Lenders, as the case may be with respect to their respective interests, and no consent shall be implied from any action, inaction or acquiescence by the Administrative Agent, the Collateral Agent or the Lenders. Subject to the entry of the Final Order providing such relief, in no event shall the Administrative Agent, the Collateral Agent, the Lenders or the Prepetition Secured Parties (as defined in the Orders) be subject to (i) the "equities of the case" exception contained in section 552(b) of the Bankruptcy Code, or (ii) the equitable doctrine of "marshaling" or any other similar doctrine with respect to the Collateral.

(c) Except for the Carve Out and as otherwise set forth in the applicable Order and herein, the Superpriority Claims shall at all times be senior to the rights of such Loan Party, any Chapter 11 trustee and, subject to section 726 of the Bankruptcy Code, any Chapter 7 trustee, or any other creditor (including, without limitation, Post-Petition counterparties and other Post-Petition creditors) in the Chapter 11 Cases or any subsequent proceedings under the Bankruptcy Code, including, without limitation, any Chapter 7 cases (if any of the Chapter 11 Cases are converted to cases under Chapter 7 of the Bankruptcy Code).

Section 8.16 Additional Bankruptcy Matters. No Loan Party shall, and no Loan Party shall permit any of its Subsidiaries to, without the Required Lenders' prior written consent (with an email from counsel being sufficient), do any of the following:

(a) use any portion or proceeds of the Loans or the Collateral for payments or purposes that would violate the terms of the Orders or this Agreement;

(b) incur, create, assume, suffer to exist or permit, except for the Carve Out, Permitted Liens, or as otherwise expressly permitted by the Orders or any other order of the Bankruptcy Court reasonably acceptable to the Required Lenders, any other superpriority administrative claim which is *pari passu* with or senior to the claim of the Secured Parties against any Debtor;

(c) except as set forth in the Approved Budget or as provided in any First Day Order or any Order, enter into any agreement to return any of its inventory to any of its creditors for application against any Pre-Petition Debt, trade payables arising before the Petition Date or other claims arising before the Petition Date under section 546(c) of the Bankruptcy Code if, after giving effect to any such agreement, the aggregate amount applied to Pre-Petition Debt, trade payables arising before the Petition Date and other claims arising before the Petition Date subject to all such agreements, setoffs and recoupments since the Petition Date would exceed $1,000,000;

(d) seek, consent to, or permit to exist any order granting authority to take any action that is prohibited by the terms of this Agreement, the Orders, the other Loan Documents, the Pre-Petition ABL Loan Documents, or refrain from taking any action that is required to be taken by the terms of this Agreement, the Orders, any of the other Loan Documents, or the Pre-Petition ABL Loan Documents;

(e) Subject to the terms of the Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the Secured Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against any of the Administrative Agent or Lenders;

(f) subject to the terms of the Orders, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Administrative Agent, the Collateral Agent or the Lenders with respect to the Collateral following the occurrence, and during the continuance, of a Default or an Event of Default; *provided* that any Loan Party shall have the rights with respect to such Default or Event of Default, including to contest or dispute whether a Default has occurred, has been cured or has been waived in accordance with the terms of the Orders;

(g) except as expressly provided or permitted hereunder (including, without limitation, to the extent authorized pursuant to any order of the Bankruptcy Court complying with the terms of this Agreement) or with the prior consent of the Required Lenders and, if applicable, the Administrative Agent and/or Collateral Agent (with an email from counsel being sufficient) or provided pursuant to an Approved Bankruptcy Court Order, make any payment or distribution to any non-Debtor affiliate or insider unless such payment or distribution is on arm's length terms, consistent with past practice and in the ordinary course of business for the applicable Loan Party or Subsidiary; provided that, any vote, decision or other action of any independent director of the Board of Directors, members or other governing body of any Loan Party (whether or not such vote, decision or other action binds such Loan Party to such vote, decision or other action) shall not be subject to this Section 8.16; or

(h) make or permit to be made any change to the Orders without the prior written consent (which could be in the form of email confirmation from the Administrative Agent's counsel) of the Administrative Agent and the Required Lenders.

Section 8.17 DIP Proceeds Account. No Loan Party shall deposit, or cause to be deposited, any funds in the DIP Proceeds Account (as defined in the DIP Term Loan Agreement in effect on the date hereof) other than proceeds of the DIP Term Loans.

Section 8.18 Budget Variance Covenant. On each Budget Variance Test Date, the Borrower and the other Loan Parties shall not, nor shall they permit any of their Subsidiaries to, permit:

(a) actual total receipts for each Budget Variance Test Period (excluding Extraordinary Receipts (as defined in the DIP Term Loan Agreement as in effect on the Closing Date) and proceeds of non-ordinary course asset sales unless approved by the Required Lenders) to be less than 70.0% of the forecasted receipts for such Budget Variance Test Period as set forth in the applicable Approved Budget; or

(b) actual total disbursements (excluding (i) Professional Fee Disbursements, (ii) actual cash payments with respect to interest or fees accrued on the Obligations and the Pre-Petition ABL Obligations, to the extent permitted by the Orders, (iii) payments in respect of fees of the U.S. Trustee (as defined in the Interim Order or the Final Order, as applicable), and (iv) payments in respect of the Prepetition First Lien Tranche A Term Loan (as defined in the DIP Term Loan Agreement as in effect on the date hereof)) for such Budget Variance Test Period to be greater than 120.0% of the forecasted total disbursements for such Budget Variance Test Period as set forth in the applicable Approved Budget.

It is expressly understood and agreed that (i) to the extent that any Budget Variance Test Period encompasses a period that is covered in more than one Approved Budget, the most recent Approved Budget, together with the actually materialized receipts, disbursements, liquidity, net cash flow and other applicable items contained in a Budget for any period that has elapsed in such Budget Variance Test Period, shall be utilized in making the calculations pursuant to this Section 8.18, and (ii) for purposes of calculating compliance with this Section 8.18 on any Budget Variance Test Date, to the extent that the applicable Budget Variance Test Period encompasses a period that is covered in an Updated Budget that has yet to be accepted (or deemed accepted) by the Required Lenders, such Budget Variance Test Period will commence on the first date of the period covered by the Approved Budget and end on the Friday of the week immediately preceding the applicable Budget Variance Test Date (i.e., the Budget Variance Test Period will be extended beyond four weeks); provided that in no event shall the Budget Variance Test Period be extended beyond a six-week period.

Section 8.19 Permitted Transactions. Notwithstanding the restrictions in this Article VIII or in this Agreement, Holdings, the Borrower, the other Loan Parties and their Subsidiaries shall be permitted to undertake any tax reorganization transaction or tax-related restructuring transaction or transactions contemplated by the Restructuring Support Agreement and the Restructuring Transactions Memorandum (as defined in the Restructuring Support Agreement) (including Investments, transfers and other Dispositions and Restricted Payments necessary or advisable (in the good faith determination of the Borrower) to the effectuate the foregoing), in each case, made pursuant to, in accordance with, or in connection with the implementation of an Acceptable Plan of Reorganization.

ARTICLE IX
GUARANTEE

Section 9.01 The Guarantee. Each Guarantor hereby jointly and severally guarantees, as a primary obligor and not as a surety, to each Secured Party and their respective successors and permitted assigns, the prompt payment in full when due (whether at stated maturity, by required prepayment, declaration, demand, by acceleration or otherwise) of (1) the principal of and interest (including any interest, fees, costs or charges that would accrue but for the provisions of the Bankruptcy Code after any

bankruptcy or insolvency petition under the Bankruptcy Code or any similar law of any other jurisdiction) on (i) the Loans made by the Lenders to the Borrower, and (ii) the Notes held by each Lender of the Borrower and (2) all other Obligations (including any Secured Cash Management Obligations, any Secured Swap Obligations) from time to time owing to the Secured Parties by the Loan Parties (such obligations being herein called the "Guaranteed Obligations"; provided, that Guaranteed Obligations shall exclude all Excluded Swap Obligations). Each Guarantor hereby jointly and severally agrees that, if the Borrower or any other Guarantor shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, such Guarantor will promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 9.02 Obligations Unconditional. The obligations of the Guarantors under Section 9.01, respectively, shall constitute a guarantee of payment (and not of collection) and to the fullest extent permitted by applicable Law, are absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations of the Borrower under this Agreement, the Notes, if any, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety by any Guarantor, as applicable (except for payment in full). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall, in each case, remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(a) at any time or from time to time, without notice to any Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(d) any Lien or security interest granted to, or in favor of any Lender or the Collateral Agent as security for any of the Guaranteed Obligations shall fail to be perfected; or

(e) the release of any other Guarantor pursuant to Section 9.08, or otherwise.

Each of the Guarantors hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Secured Party exhaust any right, power or remedy or proceed against the Borrower or any Guarantor under this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations. Each of the Guarantors waives any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Secured Party upon this guarantee made under this Article IX (this "Guarantee") or acceptance of this Guarantee, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this

Guarantee, and all dealings between the Borrower and the Secured Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. This Guarantee shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by the Secured Parties and the obligations and liabilities of the Guarantors hereunder shall not be conditioned or contingent upon the pursuit by the Secured Parties or any other person at any time of any right or remedy against the Borrower or against any other person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and the successors and assigns thereof, and shall inure to the benefit of the applicable Lenders, and their respective successors and permitted assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.

Section 9.03 Reinstatement. The obligations of the Guarantors under this Article IX shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower or any Loan Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations.

Section 9.04 No Subrogation. Each Guarantor hereby agrees that until the Termination Date it shall subordinate any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 9.01, whether by subrogation, right of contribution or otherwise, against the Borrower or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.

Section 9.05 Remedies. Each Guarantor jointly and severally agrees that, as between the Guarantors and the Lenders, the obligations of the Borrower under this Agreement and the Notes, if any, may be declared to be forthwith due and payable as provided in Article X (and shall be deemed to have become automatically due and payable in the circumstances provided in Article X) for purposes of Section 9.01, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower or any Guarantor and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable, or the circumstances occurring where Article X provides that such obligations shall become due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 9.01.

Section 9.06 Continuing Guarantee. The Guarantee made by the Guarantors in this Article IX is a continuing guarantee of payment, and shall apply to all Guaranteed Obligations whenever arising.

Section 9.07 General Limitation on Guaranteed Obligations. In any action or proceeding involving any federal, state, provincial or territorial, corporate, limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 9.01 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 9.01, then, notwithstanding any other provision to the contrary, the amount of such liability of such Guarantor shall, without any further action by such Guarantor, any Loan Party or any other Person, be automatically limited and reduced to the highest amount (after giving effect to the right of contribution established in Section 9.09) that is valid and

enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding and would not constitute fraudulent conveyance.

The Guarantors confirm that it is the intention that this Guarantee not constitute a fraudulent transfer or conveyance for purposes of Debtor Relief Laws, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal, state, provincial, territorial or foreign law to the extent applicable to the obligations set forth herein.

Section 9.08 Collateral and Guarantee Matters. Except with respect to the exercise of setoff rights in accordance with Section 12.02 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 Guarantees 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. Each Secured Party agrees that it shall not, and hereby waives any right to, take or institute any actions or proceedings, judicial or otherwise, for any such right or remedy under any Loan Document against any Loan Party or any past, present, or future Subsidiary of any Loan Party concerning any Collateral, or any other property of any Loan Party or any past, present or future Loan Party other than through the Administrative Agent or the Collateral Agent, as applicable; provided, that, for the avoidance of doubt, this sentence may be enforced against any Secured Party by the Required Lenders, any Agent or the Borrower (or any of its Affiliates) and each Secured Party expressly acknowledges that this sentence shall be available as a defense of the Borrower (or any of its Affiliates) in any such action, proceeding or remedial procedure. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Obligations, to have agreed to the foregoing provisions. Each of the Lenders (including in their capacities as potential or actual Hedge Providers party to a Secured Swap Agreement and potential or actual counterparties to a Secured Cash Management Agreement) irrevocably agree that:

(a) any Lien on any property granted to or held by the Administrative Agent or Collateral Agent under any Loan Document (and following such release shall execute any appropriate release documentation to document or evidence such release at the Borrower's reasonable request and sole expense) shall be automatically released (i) upon the occurrence of the Termination Date, (ii) that is sold, disposed of or distributed or to be sold, disposed of or distributed as part of or in connection with any transaction or series of related transactions not prohibited hereunder or under any other Loan Document, in each case to a Person that is not a Loan Party, (iii) subject to Section 12.12, if approved, authorized or ratified in writing by the Required Lenders, (iv) that constitutes or becomes Excluded Property as a result of an occurrence not prohibited hereunder or (v) owned by a Subsidiary Guarantor upon release of such Subsidiary Guarantor from its obligations under its Guarantee pursuant to clause (c) below;

(b) the Administrative Agent and the Collateral Agent shall, to the extent requested by the Borrower, release or subordinate any Lien on any property granted to or held by the Administrative Agent or Collateral Agent under any Loan Document to the holder of any Permitted Lien on such property that is permitted by clause (6) of the definition of "Permitted Liens" and securing obligations under Indebtedness of the type allowed pursuant to Section 8.01(d); and

(c) any Guarantor shall be automatically released from its obligations under the applicable Guarantee or hereunder, as applicable, if in the case of any Subsidiary Guarantor, such Person ceases to be a Subsidiary of the Borrower or otherwise becomes an Excluded Subsidiary as a result of a transaction or designation permitted hereunder; *provided* that no such automatic release shall occur if such Guarantor continues to be a guarantor in respect of Prepetition Indebtedness and/or the DIP Term Loan Facility; *provided, further,* no Guarantor will be released under the applicable Guarantee solely as a result of ceasing

to be a Wholly Owned Subsidiary unless (w) at the time such Guarantor ceases to be a Wholly Owned Subsidiary, the primary purpose of such transaction was not to evade the guarantee requirements, (x) the transaction by which such Guarantor ceases to be a Wholly Owned Subsidiary was consummated on an arms' length basis with an unaffiliated third-party, (y) after giving effect to the transaction, the Guarantor being released is no longer a direct or indirect Subsidiary of the Borrower and (z) such transaction otherwise complies with the terms of this Agreement and the other Loan Documents.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guarantee pursuant to this Section 9.08. In each case as specified in this Section 9.08, the applicable Agent will (and each Lender irrevocably authorizes the applicable Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Security Documents, or to evidence the release of such Guarantor from its obligations under the Guarantee, in each case in accordance with the terms of the Loan Documents and this Section 9.08 and in each case, without recourse to, or representation by any Agent of any kind. Additionally, upon the reasonable request of the Borrower, the Collateral Agent will return possessory Collateral held by it that is released from the security interests created by the Security Documents pursuant to this Section 9.08; provided that in each case of this Section 9.08, upon the Collateral Agent's reasonable request, the Borrower shall have delivered to the Administrative Agent and Collateral Agent a certificate of an Authorized Officer of the Parent Borrower certifying that any such transaction has been consummated in compliance with this Agreement and the other Loan Documents and that such release is not prohibited hereby; provided, that in the event that the Collateral Agent loses or misplaces any possessory collateral delivered to the Collateral Agent by the Borrower, upon reasonable request of the Borrower, the Collateral Agent shall provide a loss affidavit to the Borrower, in the form customarily provided by the Collateral Agent in such circumstances. Notwithstanding the provisions of this Section 9.08, the Administrative Agent shall be authorized, without the consent of any Lender and without the requirement that an asset sale consisting of the sale, transfer or other disposition having occurred, to release any security interest in any building, structure or improvement located in an area determined by the Federal Emergency Management Agency to have special flood hazards.

Section 9.09 Right of Contribution. At any time a payment in respect of the Guaranteed Obligations is made under this Guarantee, the right of contribution of each Subsidiary Guarantor against each other Subsidiary Guarantor shall be determined as provided in the immediately following sentence, with the right of contribution of each Subsidiary Guarantor to be revised and restated as of each date on which a payment is made on the Guaranteed Obligations under this Guarantee. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have made payments in respect of the Guaranteed Obligations that, in the aggregate, exceed such Subsidiary Guarantor's Contribution Percentage (as defined below) of the aggregate payments made by all Subsidiary Guarantors (such excess, the "Aggregate Excess Amount"), each such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its Contribution Percentage of the aggregate payments made by all Subsidiary Guarantors (the "Aggregate Deficit Amount") on the date of such payment, in an amount equal to (x) a fraction, the numerator of which is the Aggregate Excess Amount paid by such Subsidiary Guarantor and the denominator of which is the Aggregate Excess Amount paid by all Subsidiary Guarantors, multiplied by (y) the Aggregate Deficit Amount. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 9.04. The provisions of this Section 9.09 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Collateral Agent and the other Secured Parties, and each Subsidiary Guarantor shall remain liable to the Collateral Agent and the other Secured Parties for the full amount guaranteed by such Subsidiary Guarantor hereunder; provided, that no Subsidiary Guarantor may take any action to enforce such right until the Termination Date, it being expressly recognized and agreed by all parties hereto that

any Subsidiary Guarantor's right of contribution arising under this Section 9.09 against any other Subsidiary Guarantor shall be expressly junior and subordinate to such other Subsidiary Guarantor's obligations and liabilities in respect of the Obligations and any other obligations owing under this Guarantee. As used in this Section 9.09: (i) each Subsidiary Guarantor's "Contribution Percentage" means the percentage obtained by dividing (x) Adjusted Net Worth (as defined below) of such Subsidiary Guarantor by (y) the aggregate Adjusted Net Worth of all Subsidiary Guarantors; (ii) the "Adjusted Net Worth" of each Subsidiary Guarantor shall mean the greater of (x) the Net Worth (as defined below) of such Subsidiary Guarantor and (y) zero; and (iii) the "Net Worth" of each Subsidiary Guarantor shall mean the amount by which the fair saleable value of such Subsidiary Guarantor's assets on the date of any payment by such Subsidiary Guarantor exceeds its existing debts and other liabilities (including contingent liabilities, but without giving effect to any Guaranteed Obligations arising under this Guarantee) on such date. Notwithstanding anything to the contrary contained above, any Subsidiary Guarantor that is released from this Guarantee pursuant to Section 9.08 hereof shall thereafter have no contribution obligations, or rights, pursuant to this Section 9.09, and at the time of any such release, if the released Subsidiary Guarantor had an Aggregate Excess Amount or an Aggregate Deficit Amount, same shall be deemed reduced to $0, and the contribution rights and obligations of the remaining Subsidiary Guarantors shall be recalculated on the respective date of releases (as otherwise provided above) based on the payments made hereunder by the remaining Subsidiary Guarantors.

Section 9.10 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Guarantee in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 9.10 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 9.10, or otherwise under this Guarantee, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until a discharge of Guaranteed Obligations. Each Qualified ECP Guarantor intends that this Section 9.10 constitute, and this Section 9.10 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE X
EVENTS OF DEFAULT

Section 10.01 Events of Default. Notwithstanding the provisions of Section 362 of the Bankruptcy Code to the extent provided in the applicable Order, but subject to the applicable Order in all respects, with respect to the Debtors and without notice, application or motion, hearing before, or order of the Bankruptcy Court or any notice to any Loan Party, any one or more of the following events shall constitute an event of default (each, an "Event of Default") under this Agreement:

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when due and as required to be paid herein, any amount of principal of any Loan, (ii) within five (5) Business Days after the same becomes due and payable, any interest on any Loan, (iii) within five (5) Business Days after the same becomes due and payable, any fee due hereunder, or any other amount payable hereunder or with respect to any other Loan Document, or (iv) any payment of amounts when and as required to be paid pursuant to the Orders; or

(b) Specific Covenants. Holdings, the Borrower or any other Loan Party (i) fails to perform or observe any term, covenant or agreement contained in any of Section 7.03(a) (unless cured pursuant to the terms thereof), 7.05(a) (solely with respect to the Borrower and Holdings), 7.11 (solely with respect to Section 5.07 and Section 5.19), 7.21, 7.23, 7.24, 7.28, 7.30 or 7.31, or

in any Section of Article VIII, or Holdings fails to perform or observe any term, covenant or agreement contained in Section 8.09; or (ii)(A) fails to deliver a Borrowing Base Certificate required to be delivered pursuant to Section 7.02(m) within three (3) Business Days (or two (2) Business Days if a Weekly Reporting Period is in effect) of the date such Borrowing Base Certificate is otherwise required to be delivered pursuant to Section 7.02(m), or (B) fails to comply with Section 5 of the Security Agreement; or

(c) Other Defaults. Holdings, the Borrower or any Subsidiary fails to perform or observe any covenant or agreement (other than those specified in Section 10.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for (A) in the case of any failure under Section 7.01(d), (e) or (f), or Section 7.20, five (5) Business Days or (B) in the case of any other failure described in this clause (c), fifteen (15) days after the earlier of (i) written notice thereof by the Administrative Agent to the Borrower or (ii) an Authorized Officer of any Loan Party having obtained actual knowledge of such failure; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Parent Borrower or any other 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 (or in any respect if such representation or warranty is already qualified by materiality) when made or deemed made and to the extent capable of being cured, such representation, warranty, certification or statement of fact is not corrected or clarified within 30 days after it was initially made; or

(e) Cross-Default. (i) Any Loan Party or any Subsidiary (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 the DIP Term Loan Facility or any Indebtedness (other than Indebtedness hereunder, intercompany Indebtedness, or any Indebtedness of any Debtor that was incurred prior to the Petition Date and the enforcement of remedies with respect to which shall have been stayed by the commencement of the Chapter 11 Cases) having an aggregate outstanding principal amount equal to or greater than the Threshold Amount; or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs, 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) after the expiration of any applicable grace or cure period therefor to cause, with the giving of notice if required, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), in each case, prior to its maturity, in each case, other than any Pre-Petition Indebtedness or other Indebtedness so long as remedies under such Pre-Petition Indebtedness or other Indebtedness are subject to the Automatic Stay; provided, further, that such failure is unremedied and is not validly waived by the holders of such Indebtedness in accordance with the terms of the documents governing such Indebtedness prior to the date that is the earlier of (x) thirty (30) days after the occurrence of such event of default or (y) the date the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) have caused such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its maturity, or (ii) any event of default (or comparable term) shall have occurred under the DIP Term Loan Agreement, regardless of whether the holder or holders of such Indebtedness thereunder have caused such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), in each case prior to its maturity; or

(f) Insolvency Proceedings, Etc. (a) An involuntary or voluntary proceeding shall be commenced or a voluntary or involuntary petition shall be filed in a court of competent jurisdiction seeking (1) relief under any Debtor Relief Law in respect of any Subsidiary that did not become a Debtor on the Petition Date, or of a substantial part of the assets of any Subsidiary that did not become a Debtor on the Petition Date (unless (A) prior to the commencement of such proceeding such Subsidiary becomes a Loan Party hereunder, (B) within five (5) Business Days after the commencement of such proceedings, such Subsidiary's case becomes jointly administered with the Chapter 11 Cases and (C) each of the Interim Order or Final Order (as applicable) are made applicable to such Subsidiary as a post-petition Guarantor hereunder), (2) the appointment of a receiver, trustee, custodian, conservator or similar official for any material Non-U.S. Subsidiary, or (3) the winding-up or liquidation of any material Non-U.S. Subsidiary; provided that in the case of any of the foregoing with respect to any such Non-U.S. Subsidiary, an Event of Default pursuant to this Section 8.01 shall only be deemed to occur if such occurrence shall result (or would reasonably be expected to result) in a Material Adverse Effect; or (b) any ancillary insolvency proceeding in any applicable foreign jurisdiction shall be commenced against any Debtor or any recognition, administrative, and substantive order shall be entered against any Debtor by the applicable court (other than a proceeding that would not reasonably be expected to result in a Material Adverse Effect or cause a material delay of the Chapter 11 Cases), in each case without prior consent of the Required Lenders or on terms not satisfactory to the Required Lenders; or

(g) [Reserved]; or

(h) Judgments. Except for any order fixing the amount of any claim in any Chapter 11 Cases, there is entered against any Loan Party or any Borrower Party a final judgment or order for the payment of money in an aggregate amount (as to all such judgments and orders) equal to or greater than the Threshold Amount (to the extent not paid and not covered by (i) independent third-party insurance as to which the insurer has been notified of such judgment or order and does not deny coverage or (ii) an enforceable indemnity to the extent that the applicable indemnifying party shall not have disputed such claim in writing) and there is a period of 60 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal, bond or otherwise, is not in effect; or

(i) ERISA and Canadian Pension Plans. (i) One or more ERISA Events occur or there is or arises an Unfunded Pension Liability (taking into account only Plans with positive Unfunded Pension Liability) which ERISA Event or ERISA Events or Unfunded Pension Liability or Unfunded Pension Liabilities results or would reasonably be expected to result in liability of any Loan Party in an aggregate which would reasonably be expected to result in a Material Adverse Effect, (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA which has resulted or could reasonably be expected to result in liability of any Loan Party in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect, (iii) with respect to a Foreign Plan or Canadian Pension Plan, a termination, withdrawal, imposition of a Lien, noncompliance with applicable Law or plan terms which resulted in or could reasonably expected to result in liability in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect, or (iv) the occurrence of a Foreign Benefit Event or Canadian Pension Termination Event which resulted in or could reasonably expected to result in liability in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Certain Loan Documents. Any material provision of the Orders, any Security Document and/or the Guarantee or any Lien created thereunder with respect to a material

portion of Collateral (in each case, subject to the Legal Reservations), at any time after its entry or 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 8.03 or Section 8.04) or satisfaction in full of all the Obligations (other than contingent indemnification obligations as to which no claim has been asserted and obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements) ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any provision of this Agreement, any Security Document and/or the Guarantee; or any Loan Party denies in writing that it has any or further liability or obligation under any Security Document or the Guarantee (other than as a result of the occurrence of the Termination Date), or purports in writing to revoke or rescind any Security Document or the Guarantee or the perfected first priority Liens created thereby (except as otherwise expressly provided in this Agreement or the Security Documents), in each case, other than as a result of acts or omissions of the Administrative Agent or its Related Parties; or

(k) Change of Control. There occurs any Change of Control.

(l) Dismissal; Conversion. Any of the Chapter 11 Cases of the Debtors shall be dismissed or converted to a case under chapter 7 of the Bankruptcy Code or any Debtors shall file a motion or other pleading seeking the dismissal or conversion of any of Chapter 11 Case of any Debtor under section 1112 of the Bankruptcy Code or otherwise without causing Payment in Full of all Obligations hereunder;

(m) Trustee. A trustee under chapter 11 of the Bankruptcy Code or an examiner under section 1104(b) of the Bankruptcy Code shall be appointed with powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code in any of the Chapter 11 Cases of the Debtors and the order appointing such trustee or examiner shall not be reversed or vacated within fifteen (15) days after the entry thereof (or the Loan Parties or their Affiliates shall have acquiesced to the entry of such order) unless consented to by the Administrative Agent and the Required Lenders;

(n) Superpriority Claims; Liens. Other than as permitted by the Orders, an application shall be filed by any Debtor for the approval of (i) any Superpriority Claim or Lien, other than the "DIP Superpriority Claims" or the "DIP Liens" (each, as defined in the Interim Order or Final Order, as applicable), or an order of the Bankruptcy Court shall be entered granting any Superpriority Claim or Lien other than the DIP Superpriority Claims or the DIP Liens, in any of the Chapter 11 Cases of the Debtors that is pari passu with or senior to the DIP Superpriority Claims or the DIP Liens of the Administrative Agent, the Lenders and the other Secured Parties against the Borrower or any other Loan Party hereunder or under any of the other Loan Documents (including the Adequate Protection Liens and Adequate Protection Claims provided for in the Orders) or (ii) any Liens senior or pari passu to (A) the Liens securing the DIP Term Loan Facility, (B) the Pre-Petition ABL Obligations or (C) the Adequate Protection Liens (as defined in the Orders);

(o) Stay Relief. The Bankruptcy Court shall enter a final non-appealable order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of any of the Debtors which have a value in excess of $2,500,000 in the aggregate (other than in connection with any sale conducted by the Debtors in connection with the Chapter 11 Cases) or (ii) permit other actions that would have a Material Adverse Effect on the Debtors or their estates (taken as a whole); or

(p) Orders; Actions. Other than with the prior written consent (which may be in the form of email confirmation from the Administrative Agent's counsel) of the Administrative Agent and the Required Lenders:

(i) the Final Order Entry Date shall not have occurred by the date that is 35 days following the Petition Date;

(ii) an order of the Bankruptcy Court shall be entered reversing, amending, supplementing, staying, vacating or otherwise amending, supplementing or modifying the Interim Order or the Final Order, or Holdings, the Borrower or any Subsidiary of the Borrower shall apply for the authority to do so, in each case in a manner that is adverse in any respect to the Agents or the Lenders (take as a whole), without the prior written consent of the Administrative Agent and the Required Lenders;

(iii) an order of the Bankruptcy Court shall be entered denying or terminating use of Cash Collateral by the Loan Parties or imposing any additional conditions on such use and the Loan Parties shall have not obtained use of Cash Collateral pursuant to an order consented to by, and in form and substance reasonably acceptable to, the Administrative Agent and the Required Lenders;

(iv) the Interim Order (prior to the entry of the Final Order) or Final Order (at all times thereafter) shall cease to create a valid and perfected Lien on the Collateral described therein or the Final Order shall cease to be in full force and effect;

(v) any of the Loan Parties or any Subsidiary of the Borrower shall fail to comply with the Orders in any material respect;

(vi) other than with respect to the Carve Out (as provided for in the applicable Order), an order in the Chapter 11 Cases shall be entered (without the consent of the Administrative Agent and the Required Lenders) charging any of the Collateral under section 506(c) of the Bankruptcy Code against the Lenders or limiting the extension under Section 552(b) of the Bankruptcy Code of the Liens of the Pre-Petition ABL Agent on the Collateral to any proceeds, products, offspring, or profits of the Collateral acquired by any Loan Party after the Petition Date, or the commencement of other actions that is materially adverse to the Administrative Agent, the Lenders or their respective rights and remedies under the Loan Documents in any of the Chapter 11 Cases or inconsistent with any of the Loan Documents;

(vii) the entry of a final non-appealable order in the Chapter 11 Cases authorizing the use of Cash Collateral or obtaining of financing pursuant to section 364 of the Bankruptcy Code (other than the Credit Facility or the DIP Term Loan Facility, if any), unless such financing would (and actually does) provide for payment in full of all Obligations (including, without limitation, the Pre-Petition ABL Obligations) upon the consummation thereof;

(viii) any order shall be entered in the Chapter 11 Cases providing adequate protection other than the Interim Order or Final Order (as applicable) or pursuant to any First Day Order or "second day order" or any other order reasonably acceptable to the Required Lenders;

(ix) if the Final Order does not include a waiver, in form and substance satisfactory to the Administrative Agent, of (i) the right to surcharge the Collateral under Section 506(c) of the Bankruptcy Code and (ii) any ability to limit the extension under Section 552(b) of the Bankruptcy Code of the Liens of the Pre-Petition ABL Agent on the Collateral to any proceeds, products, offspring, or profits of the Collateral acquired by any Loan Party after the Petition Date; or

(x) any Loan Party or any Subsidiary thereof shall file any motion or other request with the Bankruptcy Court seeking (1) to grant or impose, under Section 364 of the Bankruptcy Code or otherwise, liens or security interests in any DIP Collateral (as defined in the Orders), whether senior, equal or subordinate to the Collateral Agent's liens and security interests; or (2) to modify or affect any of the rights of any Agent, or the Lenders under the Orders or the Loan Documents and related documents by any plan of reorganization confirmed in the Chapter 11 Cases or subsequent order entered in the Chapter 11 Cases.

(q) Reorganization Plan. Filing of a plan of reorganization or disclosure statement that is not consistent with the Restructuring Support Agreement or otherwise acceptable to the Administrative Agent and the Required Lenders; or

(r) Supporting Actions. 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 (m) through (q) above; or

(s) RSA Termination. The RSA Termination Date shall have occurred with respect to all Persons party thereto;

(t) Adverse Claims.

(i) Any Loan Party or any of its Subsidiaries, or any Person claiming by or through any Loan Party or any of its Subsidiaries, shall obtain Bankruptcy 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 (in their capacities as such) or their respective rights and remedies under or related to the Credit Facility in any of the Chapter 11 Cases or inconsistent with the Loan Documents;

(ii) Any Loan Party or any of its Subsidiaries, or any Person claiming by or through any Loan Party or any of its Subsidiaries, shall obtain Bankruptcy 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 holders of the Funded Debt Claims (as defined in the Restructuring Support Agreement), in their capacities as such; or

(u) Loss of Exclusivity. The Bankruptcy Court shall enter an order terminating or modifying any Loan Party's exclusive right to file a plan of reorganization and to solicit votes in support thereof, unless such order was entered as a result of a request by, or received support from the Administrative Agent and the Required Lenders, or any Loan Party's exclusive right to file a plan of reorganization shall expire.

Notwithstanding anything to the contrary in this Agreement, no Event of Default or breach of any representation or warranty in Article V or any covenant in Article VII or VIII shall constitute a

Default or Event of Default if such Event of Default or breach of such representation or warranty in Article V or such covenant in Article VII or VIII would not have occurred but for a fluctuation (or other adverse change) in the Spot Rate when determined as of the most recent Revaluation Date; *provided*, that, for the avoidance of doubt, the foregoing shall not apply to any calculation of the Borrowing Base or any component thereof for purposes of determining availability of credit extensions hereunder (including, but not limited to, Eligible Credit Card Receivables, Eligible Accounts, Eligible Inventory, Eligible Investment Grade Accounts, Eligible Foreign In-Transit Inventory, Eligible Domestic In-Transit Inventory and Reserves).

Section 10.02 Rights and Remedies.

(a) Upon the occurrence and during the continuation of an Event of Default, subject to the applicable Order (including the Remedies Notice Period and related notice provisions) and the Carve Out, notwithstanding the provisions of Section 362 of the Bankruptcy Code and without notice, application or motion, hearing before or order of the Bankruptcy Court (other than as set forth in the applicable Order), the Administrative Agent may, and, at the instruction of the Required Lenders, shall, in addition to any other rights or remedies provided for hereunder or under any other Loan Document or by applicable law, do any one or more of the following:

(i) by written notice to Borrowers, (i) declare the principal of, and any and all accrued and unpaid interest and fees in respect of, the Loans and all other Obligations (other than the Bank Product Obligations), whether evidenced by this Agreement or by any of the other Loan Documents to be immediately due and payable, whereupon the same shall become and be immediately due and payable and Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by each Borrower, and (ii) direct Borrowers to provide (and Borrowers agree that upon receipt of such notice Borrowers will provide) Letter of Credit Collateralization to Agent to be held as security for Borrowers' reimbursement obligations for drawings that may subsequently occur under issued and outstanding Letters of Credit, and Bank Product Collateralization to be held as security for Holdings' or its Subsidiaries' obligation in respect of outstanding Bank Products, without presentment, demand, protest, or notice or other requirements of any kind, all of which are expressly waived by the Loan Parties;

(ii) by written notice to Borrowers, declare the Commitments terminated, whereupon the Commitments shall immediately be terminated together with (x) any obligation of any Revolving Lender to make Revolving Loans, (y) the obligation of the Swing Lender to make Swing Loans, and (z) and the obligation of Issuing Lender to issue Letters of Credit, but, in each case, without affecting the Administrative Agent's Liens or the Obligations;

(iii) (A) subject to the Remedies Notice Period, immediately terminate, reduce or restrict the right or ability of the Loan Parties to use any cash collateral (other than, during the Remedies Notice Period, cash collateral for funding the Carve Out (to the extent provided in the Orders)or otherwise consistent with the Order), (B) freeze monies or balances in the Debtors' accounts (and, with respect to this Agreement and the Credit Facility, sweep all funds contained in the Controlled Accounts); and (C) set-off any and all amounts in accounts maintained by the Debtors with the Administrative Agent or the Lenders against the Obligations, or otherwise enforce any and all rights against the Collateral in the possession of the Administrative Agent or any of the other members of

the Lender Group, including, without limitation, disposition of the Collateral solely for application towards the Obligations;

(iv) subject to the Remedies Notice Period, direct any or all of the Loan Parties to sell or otherwise dispose of any or all of the Collateral on terms and conditions acceptable to the Administrative Agent pursuant to Section 363, Section 365 and other applicable provisions of the Bankruptcy Code (and, without limiting the foregoing, direct any Loan Party to assume and assign any lease or executory contract included in the Collateral to the Agent's designees in accordance with and subject to Section 365 of the Bankruptcy Code);

(v) declare that the application of the Carve Out has occurred through the delivery of a Carve Out Trigger Notice (as defined in the applicable Order); and

(vi) subject to the Remedies Notice Period, (A) exercise all other rights and remedies available to Agent or the Lenders under the Loan Documents, under applicable law, or in equity or (B) take any and all actions described in the Order.

(b) Subject in all respects to the applicable Orders, at any hearing during the Remedies Notice Period to contest the enforcement of remedies, the only basis on which any Loan Party may contest the related Termination Declaration Date (as defined in the Order) shall be with respect to the validity of the Event of Default giving rise to such Carve Out Trigger Notice (as defined in the Order) (i.e., whether or not such Event of Default has occurred or not, or whether or not it has been cured within the applicable cure periods expressly set forth in the Loan Documents), and the Loan Parties hereby waive their right to and shall not be entitled to seek relief that is inconsistent with the foregoing. Except as expressly provided above in this Section, to the maximum extent permitted by applicable law, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

(c) Each Agent is hereby granted an irrevocable, non-exclusive license or other right to use, license or sub-license (without payment of royalty or other compensation to any Person) any or all Intellectual Property owned by any of the Loan Parties, including computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral in each case after the occurrence, and during the continuance, of an Event of Default. Upon the occurrence and the continuance of an Event of Default and the exercise by the Administrative Agent or Lenders of their rights and remedies under this Agreement and the other Loan Documents and following the expiration of the Remedies Notice Period, the Administrative Agent (together with its agents, representatives and designees) is hereby granted a non-exclusive right to have access to, and a rent free right to use, any and all owned or leased locations for the purpose of arranging for and effecting the sale or disposition of Collateral, including the production, completion, packaging and other preparation of such Collateral for sale or disposition it being understood and agreed that the Administrative Agent and its representatives (and persons employed on their behalf), may continue to operate, service, maintain, process and sell the Collateral, as well as to engage in bulk sales of Collateral. Upon the occurrence and the continuance of an Event of Default and the exercise by the Administrative Agent or Lenders of their rights and remedies under this Agreement and the other Loan Documents, the Loan Parties shall assist the Administrative Agent and Lenders in effecting a sale or other disposition of the Collateral upon such terms as are reasonably acceptable to the Administrative Agent. The license and other rights of each Agent

under this clause (c) shall be subject in all respects to the applicable Order and the Pre-Petition ABL/Term Loan Intercreditor Agreement.

(d) Subject to the applicable Order, the Automatic Stay shall be modified and vacated to permit the Administrative Agent and Lenders to exercise all rights and remedies under this Agreement, the other Loan Documents or applicable law, without further notice, motion or application to, hearing before, or order from, the Bankruptcy Court.

Section 10.03 Application of Proceeds.

(a) [Reserved].

(b) Notwithstanding anything to the contrary set forth herein and subject to the Orders, all payments remitted to Administrative Agent and all proceeds of Collateral received by Administrative Agent shall be applied to the Obligations and the Pre-Petition ABL Obligations as follows (but with respect to the Term Priority Collateral subject to the Pre-Petition ABL/Term Loan Intercreditor Agreement):

(i) first, to permanently reduce the Pre-Petition ABL Revolving Loans (if any) in accordance with clauses First through Eleventh of Section 10.03(b) of the Pre-Petition ABL Credit Agreement, until paid in full,

(ii) second, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to Administrative Agent under the Loan Documents and to pay interest and principal on Extraordinary Advances that are held solely by the Administrative Agent pursuant to the terms of Section 3.02(d)(iv), until paid in full,

(iii) third, to pay any fees or premiums then due to Administrative Agent under the Loan Documents, until paid in full,

(iv) fourth, to pay interest due in respect of all Protective Advances, until paid in full,

(v) fifth, to pay the principal due in respect of all Protective Advances, until paid in full,

(vi) sixth, ratably, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to any of the Lenders (other than Defaulting Lenders) under the Loan Documents, until paid in full,

(vii) seventh, ratably, to pay any fees or premiums then due to any of the Lenders (other than Defaulting Lenders) under the Loan Documents, until paid in full,

(viii) eighth, to pay interest accrued in respect of the Swing Loans until paid in full,

(ix) ninth, to pay the principal of all Swing Loans until paid in full,

(x) tenth, ratably, to pay interest accrued in respect of the Revolving Loans (other than Protective Advances) until paid in full,

(xi) eleventh, (a) ratably, to pay the principal of all Revolving Loans until paid in full, (b) to Administrative Agent, to be held by Administrative Agent, for the benefit of Issuing Lender (and for the ratable benefit of each of the Lenders that have an obligation to pay to Administrative Agent, for the account of Issuing Lender, a share of each Letter of Credit Disbursement), as cash collateral in an amount up to 103% of the Letter of Credit Usage (or 110% of the then existing Letter of Credit Usage with respect to Canadian Letters of Credit or foreign currency denominated Letters of Credit) (and, to the extent permitted by applicable law, such cash collateral shall be applied to the reimbursement of any Letter of Credit Disbursement as and when such disbursement occurs and, if and to the extent that a Letter of Credit expires undrawn, the cash collateral held by Administrative Agent in respect of such Letter of Credit shall, to the extent permitted by applicable law, be reapplied pursuant to this Section 10.03(b), beginning with tier (i) hereof), (c) ratably, up to the amount (after taking into account any amounts previously paid pursuant to this clause (c) of the most recently established Bank Product Reserve (y) the Bank Product Providers to pay Bank Product Obligations then certified by the applicable Bank Product Provider to Administrative Agent (in form and substance satisfactory to Administrative Agent) to be then due and payable to such Bank Product Providers on account of Bank Product Obligations, and (z) with any balance to be paid to Administrative Agent, to be held by Administrative Agent, for the ratable benefit of the Bank Product Providers, as cash collateral (which cash collateral may be released by Administrative Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Administrative Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 10.03(b), beginning with tier (i) hereof); provided that the amount paid under clauses (a) and (b) of this tier (x) shall not include any Obligations owing to Defaulting Lenders,

(xii) twelfth, to pay interest of all Loans outstanding under, and constituting, the Formula Amount, until paid in full

(xiii) thirteenth, to pay the principal of all Loans outstanding under, and constituting, the Formula Amount until paid in full

(xiv) fourteenth, to pay any other Obligations other than Obligations owed to Defaulting Lenders, until paid in full;

(xv) fifteenth, ratably to pay any Obligations owing to the Defaulting Lenders until paid in full;

(xvi) sixteenth, to pay any Pre-Petition ABL Obligations owing to the Pre-Petition ABL Lenders that are Defaulting Lenders (as defined in the Pre-Petition ABL Credit Agreement) with respect to such Pre-Petition ABL Lender's Pre-Petition ABL Obligations until paid in full and

(xvii) seventeenth, in accordance with the Pre-Petition ABL/Term Loan Intercreditor Agreement, to the DIP Term Loan Agent to be applied in accordance with the DIP Term Loan Documents until the DIP Term Loan Facility is paid in full, and then to the Prepetition 1L Lien Agent (as defined in the Order) to be applied in accordance with

the Pre-Petition ABL/Term Loan Intercreditor Agreement or to such other Person as directed by the Bankruptcy Court.

Notwithstanding the foregoing, the application to the Obligations of amounts received in respect of the Collateral is expressly subject to the priorities set forth in the Interim Order (and, when entered, the Final Order), and all such amounts shall first be allocated in accordance with such priorities.

(c) Administrative Agent promptly shall distribute to each Lender such funds as it may be entitled to receive pursuant to the applicable wire instructions received from each Lender in writing and subject to a Settlement delay as provided in Section 3.02(e).

(d) [reserved].

(e) For purposes of Section 10.03(b), "paid in full" of a type of Obligation means payment in cash or immediately available funds of all amounts owing on account of such type of Obligation, including interest accrued after the commencement of any Insolvency Proceeding, default interest, interest on interest, and expense reimbursements, irrespective of whether any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

In the event of a direct conflict between the priority provisions of this Section 10.03 and any other provision contained in this Agreement or any other Loan 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 10.03 shall control and govern.

ARTICLE XI
ADMINISTRATIVE AGENT

Section 11.01 Appointment. The Lenders hereby irrevocably designate and appoint Wells Fargo as Administrative Agent (for purposes of this Article XI and Section 12.01, the term "Administrative Agent" also shall include Wells Fargo in its capacity as Collateral Agent (including pursuant to the Security Documents) and references to "Collateral Agent" in this Article XI and Section 12.01 shall be interpreted to include Wells Fargo in its capacity as Administrative Agent) to act as specified herein and in the other Loan Documents. Each Lender hereby irrevocably authorizes, and each holder of any Note by the acceptance of such Note shall be deemed irrevocably to authorize, the Administrative Agent to take such action on its behalf under the provisions of this Agreement, the other Loan Documents and any other instruments and agreements referred to herein or therein and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Administrative Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Administrative Agent may perform any of its respective duties hereunder by or through its officers, directors, agents, employees or affiliates. Except with respect to Sections 11.09 and 11.10, the provisions of this Article XI are solely for the benefit of the Administrative Agent, the Lenders and the holders of the Notes, and no Loan Party shall have any rights as a third party beneficiary of any of the provisions hereof. Each Lender authorizes the Administrative Agreement to consent, on behalf of each Lender, to the Interim Order and the Final Order, each to be negotiated between the Loan Parties, the Administrative Agent, certain other parties and statutory committees appointed pursuant to Section 327 and 1103 of the Bankruptcy Code. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, no Agent shall have any duties or responsibilities, except those expressly set forth herein, nor shall any 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 any Agent. Regardless of whether a Default has occurred and is continuing and 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; additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and the transactions contemplated hereby.

Section 11.02 Nature of Duties. The Administrative Agent shall not have any duties or responsibilities except those expressly set forth in this Agreement and in the other Loan Documents. Neither the Administrative Agent nor any of its officers, directors, agents, employees or affiliates shall be liable for any action taken or omitted by it or them hereunder or under any other Loan Document or in connection herewith or therewith, unless caused by its or their gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non appealable decision). The duties of the Administrative Agent shall be mechanical and administrative in nature; the Administrative Agent shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender or the holder of any Note; and nothing in this Agreement or in any other Loan Document, expressed or implied, is intended to or shall be so construed as to impose upon the Administrative Agent any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through, or delegate any and all such rights and powers to, any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such subagent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates (each, a "Related Party"). The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Notwithstanding any other provision of this Agreement or any provision of any other Loan Document, the Lead Arranger is named as such for recognition purposes only, and in its respective capacity as such shall have no powers, duties, responsibilities or liabilities with respect to this Agreement or the other Loan Documents or the transactions contemplated hereby and thereby; it being understood and agreed that the Lead Arranger shall be entitled to all indemnification and reimbursement rights in favor of the Administrative Agent as, and to the extent, provided for under Sections 3.04(a), 11.06 and 12.01. Without limitation of the foregoing, the Lead Arranger shall not, solely by reason of this Agreement or any other Loan Documents, have any fiduciary relationship in respect of any Lender or any other Person.

Section 11.03 Lack of Reliance on the Administrative Agent. Independently and without reliance upon the Administrative Agent, each Lender and the holder of each Note, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of Holdings and its Subsidiaries in connection with the making and the continuance of the Loans and the taking or not taking of any action in connection herewith and (ii) its own appraisal of the creditworthiness of Holdings and its Subsidiaries and, except as expressly provided in this Agreement, the Administrative Agent shall not have any duty or responsibility, either initially or on a continuing basis, to provide any Lender or the holder of any Note with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter. The

Administrative Agent shall not be responsible to any Lender or the holder of any Note for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectability, priority or sufficiency of this Agreement or any other Loan Document or the financial condition of Holdings or any of its Subsidiaries or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or any other Loan Document, or the financial condition of Holdings or any of its Subsidiaries or the existence or possible existence of any Default or Event of Default. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Administrative Agent by Holdings, the Borrower or a Lender.

Section 11.04 Certain Rights of the Administrative Agent. If the Administrative Agent requests instructions from the Required Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any other Loan Document, the Administrative Agent shall be entitled to refrain from such act or taking such action unless and until the Administrative Agent shall have received instructions from the Required Lenders; and the Administrative Agent shall not incur liability to any Lender by reason of so refraining. Without limiting the foregoing, neither any Lender nor the holder of any Note shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting hereunder or under any other Loan Document in accordance with the instructions of the Required Lenders.

Section 11.05 Reliance. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or telecopier message (or other electronic communication), cablegram, radiogram, order or other document or telephone message signed, sent or made by any Person that the Administrative Agent believed to be the proper Person, and, with respect to all legal matters pertaining to this Agreement and any other Loan Document and its duties hereunder and thereunder, upon advice of counsel selected by the Administrative Agent.

Section 11.06 Indemnification. To the extent the Administrative Agent (or any affiliate thereof) is not reimbursed and indemnified by the Borrower, the Lenders will reimburse and indemnify the Administrative Agent (and any affiliate thereof), including without limitation in its capacity as Collateral Agent under the Loan Documents, in proportion to their respective "percentage" as used in determining the Required Lenders (determined as if there were no Defaulting Lenders) for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent (or any affiliate thereof) in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's (or such affiliate's) gross negligence, bad faith or willful misconduct (as determined by a court of competent jurisdiction in a final and non appealable decision).

Section 11.07 The Administrative Agent in its Individual Capacity. With respect to its obligation to make Loans under this Agreement, the Administrative Agent shall have the rights and powers specified herein for a "Lender" and may exercise the same rights and powers as though it were not performing the duties specified herein; and the term "Lender," "Required Lenders," or any similar terms shall, unless the context clearly indicates otherwise, include the Administrative Agent in its respective individual capacities. The Administrative Agent and its affiliates may accept deposits from, lend money to, own securities of, and generally engage in any kind of banking, investment banking, trust, financial advisory or other business with, or provide debt financing, equity capital or other services (including financial advisory services) to

any Loan Party or any Affiliate of any Loan Party (or any Person engaged in a similar business with any Loan Party or any Affiliate thereof) as if they were not performing the duties specified herein, and may accept fees and other consideration from any Loan Party or any Affiliate of any Loan Party for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

Section 11.08 Holders. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Administrative Agent and recorded in the Register. Any request, authority or consent of any Person who, at the time of making such request or giving such authority or consent, is the holder of any Note shall be conclusive and binding on any subsequent holder, transferee, assignee or endorsee, as the case may be, of such Note or of any Note or Notes issued in exchange therefor.

Section 11.09 Resignation.

(a) The Administrative Agent may resign from the performance of all its respective functions and duties hereunder and/or under the other Loan Documents at any time by giving 10 days' prior written notice to the Lenders and, unless an Event of Default under Section 10.01(f) or (g) then exists, the Borrower. Such resignation shall take effect upon the appointment of a successor Administrative Agent or pursuant to clauses (b) and (c) below or as otherwise provided below.

(b) Upon any such notice of resignation by the Administrative Agent, the Required Lenders shall appoint a successor Administrative Agent hereunder or thereunder who shall be a commercial bank or trust company reasonably acceptable to the Borrower, which acceptance shall not be unreasonably withheld or delayed; provided that the Borrower's approval shall not be required if a Significant Event of Default shall have occurred and be continuing; provided further that the Borrower shall not unreasonably withhold its approval of any successor Administrative Agent if such successor is a commercial bank with a consolidated combined capital and surplus of at least $1 billion.

(c) If a successor Administrative Agent shall not have been so appointed within such 10 day period, the Administrative Agent, with the consent of the Borrower (which consent shall not be unreasonably withheld or delayed; provided, that the Borrower shall not unreasonably withhold its approval of any successor Administrative Agent if such successor is a commercial bank with a consolidated combined capital and surplus of at least $1 billion), shall then appoint a successor Administrative Agent who shall serve as Administrative Agent hereunder or thereunder until such time, if any, as the Required Lenders appoint a successor Administrative Agent in accordance with clause (b) above.

(d) If no successor Administrative Agent has been appointed pursuant to clause (b) or (c) above by the 30th calendar day after the date such notice of resignation was given by the Administrative Agent, the Administrative Agent's resignation shall become effective and all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, and the Required Lenders shall thereafter perform all the duties of the Administrative Agent hereunder and/or under any other Loan Document until such time, if any, as the Required Lenders appoint a successor Administrative Agent in accordance with clause (b) above; provided that in the case of any original Collateral held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such original Collateral until such time as a successor Administrative Agent is appointed pursuant to this Section 11.09.

(e) Upon a resignation of the Administrative Agent pursuant to this Section 11.09, the Administrative Agent shall remain indemnified to the extent provided in this Agreement and the other Loan Documents and the provisions of this Article XI (and the analogous provisions of the other Loan Documents) shall continue in effect for the benefit of the Administrative Agent for all of its actions and inactions while serving as the Administrative Agent.

Section 11.10 Collateral and Intercreditor Matters. Each Lender irrevocably authorizes and directs the Collateral Agent to (x) enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive or otherwise modify the Pre-Petition ABL/Term Loan Intercreditor Agreement and/or any other intercreditor agreement with the collateral agent or other representatives of the holders of any Indebtedness that is to be secured by a Lien on the Collateral that is not prohibited under this Agreement, (y) enter into any Security Document and (z) make or consent to any filings or take any other actions in connection therewith in order to permitted such Indebtedness to be secured by a valid, perfected lien on the Collateral (with such priority as is not prohibited by the Loan Documents) and the parties hereto acknowledge that any intercreditor agreement (including the Pre-Petition ABL/Term Loan Intercreditor Agreement), Security Document, consent, filing or other action will be binding upon them. Each Lender and other Secured Party hereby understands, acknowledges and agrees that, in connection with entry into any intercreditor agreement, the Collateral Agent may rely exclusively on a certificate of an Authorized Officer of the Parent Borrower as to whether such other Liens are not prohibited. Each Lender hereby agrees, and each holder of any Note by the acceptance thereof will be deemed to agree, that, except as otherwise set forth herein, any action taken by the Required Lenders in accordance with the provisions of this Agreement or the Security Documents, and the exercise by the Required Lenders of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders. The Collateral Agent is hereby authorized on behalf of all of the Lenders, without the necessity of any notice to or further consent from any Lender, from time to time prior to an Event of Default, to take any action with respect to any Collateral or Security Documents which may be necessary to perfect and maintain perfected the security interest in and liens upon the Collateral granted pursuant to the Security Documents and in the case of the Pre-Petition ABL/Term Loan Intercreditor Agreement or any other intercreditor agreement to take all actions (and execute all documents) required or deemed advisable by it in accordance with the terms thereof. Notwithstanding anything contained in this Agreement or any Collateral or Security Documents, the Borrower, the Administrative Agent and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Guarantee, it being understood and agreed that all powers, rights and remedies hereunder and under any of the Loan Documents may be exercised solely by the Administrative Agent or Collateral Agent, as applicable, for the benefit of the Secured Parties in accordance with the terms hereof and thereof and all powers, rights and remedies under the Collateral and Security Documents may be exercised solely by Collateral Agent for the benefit of the Secured Parties in accordance with the terms thereof, and (ii) in the event of a foreclosure or similar enforcement action by Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition (including, without limitation, pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the Bankruptcy Code), Collateral Agent (or any Lender, except with respect to a "credit bid" pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the Bankruptcy Code,) may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and Collateral Agent, as agent for and representative of Secured Parties (but not any Lender or Lenders in its or their respective individual capacities) shall be entitled, upon instructions from the Required Lenders, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale or disposition, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by Collateral Agent at such sale or other disposition.

Section 11.11 Delivery of Information. The Administrative Agent shall not be required to deliver to any Lender originals or copies of any documents, instruments, notices, communications or other

information received by the Administrative Agent from any Loan Party, any Subsidiary, the Required Lenders, any Lender or any other Person under or in connection with this Agreement or any other Loan Document except (i) as specifically provided in this Agreement or any other Loan Document and (ii) as specifically requested from time to time in writing by any Lender with respect to a specific document, instrument, notice or other written communication received by and in the possession of the Administrative Agent at the time of receipt of such request and then only in accordance with such specific request.

Section 11.12 Withholding Tax. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 3.01, each Lender shall indemnify the Administrative Agent against, and shall make payable in respect thereof within 30 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not property 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). 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, any other Loan Document or otherwise against any amount due the Administrative Agent under this paragraph. The agreements in this paragraph shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other obligations under any Loan Document.

Section 11.13 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file a verified statement pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure that, in its sole opinion, complies with such Rule's disclosure requirements for entities representing more than one creditor;

(b) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other 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 3.04(a), Section 3.09(a) or Section 12.01) allowed in such judicial proceeding; and

(c) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses,

disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 3.04(a), Section 3.09(a) or Section 12.01.

To the extent that the payment of any such compensation, expenses, disbursements and advances of the Administrative Agent, its agents and counsel, and any other amounts due to the Administrative Agent under Section 3.04(a), Section 3.09(a) or Section 12.01 out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Lenders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Nothing contained herein shall be deemed to (a) require Administrative Agent to file or prove any claim in the Chapter 11 Cases, or (b) 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 11.14 Field Examination Reports; Confidentiality; Disclaimers by Lenders; Other Reports and Information. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that Administrative Agent furnish such Lender, promptly after it becomes available, a copy of each field examination report respecting any Loan Party or its Subsidiaries (each, a "Report") prepared by or at the request of the Administrative Agent, and the Administrative Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that the Administrative Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Administrative Agent or other party performing any field examination will inspect only specific information regarding the Loan Parties and their Subsidiaries and will rely significantly upon Holdings' and its Subsidiaries' books and records, as well as on representations of the Loan Parties' personnel,

(d) agrees to keep all Reports and other material, non-public information regarding the Loan Parties and their Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.16, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Administrative Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of Borrower, and (ii) to pay and protect, and indemnify, defend and hold the Administrative Agent, and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by the Administrative Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

In addition to the foregoing, (x) any Lender may from time to time request of Administrative Agent in writing that Administrative Agent provide to such Lender a copy of any report or document provided by any Loan Party or its Subsidiaries to Administrative Agent that has not been contemporaneously provided by such Loan Party or such Subsidiary to such Lender, and, upon receipt of such request, Administrative Agent promptly shall provide a copy of same to such Lender, (y) to the extent that Administrative Agent is entitled, under any provision of the Loan Documents, to request additional reports or information from any Loan Party or its Subsidiaries, any Lender may, from time to time, reasonably request Administrative Agent to exercise such right as specified in such Lender's notice to Administrative Agent, whereupon Administrative Agent promptly shall request of Borrower the additional reports or information reasonably specified by such Lender, and, upon receipt thereof from such Loan Party or such Subsidiary, Administrative Agent promptly shall provide a copy of same to such Lender, and (z) any time that Administrative Agent renders to Borrower a statement regarding the Loan Account, Administrative Agent shall send a copy of such statement to each Lender.

Section 11.15 Erroneous Payments.

(a) Each Lender, each Issuing Lender, each other Secured Party 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 Issuing Lender or any other Secured Party 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, Issuing Lender or other Secured Party (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 11.15(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.

(b) 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.

(c) 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.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (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) of the relevant class with respect to which such Erroneous Payment was made (the "***Erroneous Payment Impacted Class***") to the Administrative Agent or, at the option of the Administrative Agent, the Administrative Agent's applicable lending affiliate 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 Class, 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 the Administrative Agent or its applicable lending affiliate 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 12.04 and (3) the Administrative Agent may reflect such assignments in the Register without further consent or action by any other Person.

(e) 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 with respect to such amount 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 11.15 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 the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose

of making 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.

(f) Each party's obligations under this Section 11.15 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.

(g) The provisions of this Section 11.15 to the contrary notwithstanding, (i) nothing in this Section 11.15 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 Administrative Agent has received payment from the Payment Recipient in immediately available funds in the amount that is equal to the Erroneous Payment Return Deficiency, whether directly from the Payment Recipient, as a result of the exercise by 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 Administrative Agent's applicable lending affiliate of a payment of the outstanding principal balance of the Loans assigned to Administrative Agent's applicable lending affiliate 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 Administrative Agent's applicable lending affiliate in respect of the Loans assigned to Administrative Agent's applicable lending affiliate pursuant to an Erroneous Payment Deficiency Assignment shall be the sole property of the Administrative Agent's applicable lending affiliate and shall not constitute a recovery of the Erroneous Payment).

Section 11.16 Hypothecary Representative. Without limiting the powers of the Collateral Agent under this Agreement and the Security Documents, to the extent necessary for the purposes of holding any Security Document granted by any Loan Party pursuant to the laws of the Province of Québec, each Loan Party and each of the Secured Parties party hereto hereby irrevocably appoints and authorizes the Collateral Agent, as part of its duties as Collateral Agent, to act as the hypothecary representative of all present and future Secured Parties as contemplated under Article 2692 of the Civil Code of Quebec. Any Person who becomes a Secured Party or successor Collateral Agent shall be deemed to have consented to and ratified the foregoing appointment of the Collateral Agent as the hypothecary representative on behalf of all Secured Parties, including such Person and any Affiliate of such Person designated above as a Secured Party. The execution prior to the date hereof by the Collateral Agent in its capacity as hypothecary representative of any Security Documents made pursuant to the laws of the Province of Quebec, is hereby ratified and confirmed. The appointment of a successor Collateral Agent pursuant to the terms hereof also constitutes the appointment of a successor hypothecary representative under this Section without any further agreement, act or formality (subject to, prior to the successor hypothecary representative exercising the rights relating to the hypothec created under any such Security Document, the publication by registration of a notice of replacement in the applicable registers in accordance with the terms of Article 2692 of the Civil Code of Quebec). For greater certainty, the Collateral Agent, acting as hypothecary representative, will have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Collateral Agent in this Agreement, which will apply *mutatis mutandis*.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Indemnification. The Borrower hereby agrees to indemnify each Agent, Lead Arranger, each Lender and their Affiliates, and each of their respective officers, directors, employees, partners, advisors, representatives, agents, affiliates, controlling persons, trustees and investment advisors and each of their respective successors and assigns (each, an "Indemnified Person") and hold each of them harmless from and against any and all liabilities, obligations (including removal or remedial actions), losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements (limited in the case of legal fees to the reasonable and documented or invoiced fees and expenses of one counsel for all Indemnified Persons and, if reasonably necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions)); provided that in the case of an actual or perceived conflict of interest notified to the Borrower by any Indemnified Person, such indemnity for fees and expenses shall extend to one additional primary counsel and one local counsel for such Indemnified Persons taken as a whole incurred by, imposed on or assessed against any of them as a result of, or arising out of, or related to, or by reason of, (a) any claim, investigation, litigation or other proceeding (whether or not any Agent, Lead Arranger or any Lender is a party thereto and whether or not such claim, investigation, litigation or other proceeding is brought by or on behalf of any Loan Party, the Permitted Holders and their respective Affiliates and creditors and any other third person) related to the entering into and/or performance of this Agreement, any other Loan Document, any Pre-Petition ABL Loan Documents, or the proceeds of any Loans hereunder or the Pre-Petition ABL Loan Documents or the consummation of the Transactions or any other transactions contemplated herein or in any other Loan Document or the exercise of any of their rights or remedies provided herein or in the other Loan Documents or the Pre-Petition ABL Loan Documents, (b) the actual or alleged presence of Hazardous Materials in the air, surface water or groundwater or on the surface or subsurface of any Real Property owned, leased or operated by Holdings or any of its Subsidiaries, (c) the release, generation, storage, transportation, handling or disposal of Hazardous Materials by Holdings or any of its Subsidiaries at any location, whether or not owned, leased or operated by Holdings or any of its Subsidiaries, (d) the noncompliance by Holdings or any of its Subsidiaries with any Environmental Law (including applicable permits issued thereunder), or (e) any Environmental Claim asserted against Holdings or any of its Subsidiaries with respect to any Real Property currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, including, in each case, without limitation, the reasonable fees and disbursements of counsel and other consultants incurred in connection therewith; provided that no Indemnified Person will be indemnified for any loss, claim, damage, liability, cost or expense to the extent it has resulted from (w) the gross negligence, bad faith or willful misconduct of such Indemnified Person or any of its officers, directors, managers, employees or controlled Affiliates (as determined by a court of competent jurisdiction in a final and non appealable decision), (x) any settlement entered into by such Indemnified Person without Borrower's written consent (such consent not to be unreasonably withheld or delayed) (but if settled with the Borrower's written consent or if there is a final judgment against such Indemnified Person in any such claim, investigation, litigation or other proceeding, such Indemnified Person will be indemnified in accordance with this Section 12.01), (y) a material breach of its obligations under this Agreement or any other Loan Document by any such persons or one of its controlled Affiliates (as determined in a final non appealable judgment of a court of competent jurisdiction) or (z) any dispute between and among Indemnified Persons (other than a dispute involving claims against any Agent or the Lead Arranger or any other agent or co agent (if any)) (and solely in the case of a co-agent, solely in connection with its syndication of the Credit Facility) that a court of competent jurisdiction has determined in a final and non appealable decision did not involve actions or omissions of any Affiliate of Holdings or its Subsidiaries. None of the Borrower, the Guarantors, any Agent, the Lead Arranger, any Lender, or any of their respective Affiliates or any other Indemnified Person shall be liable for any indirect, special, punitive, exemplary or consequential (including lost profits) damages in connection with this Agreement, the Transaction, the Credit Facility or the use of proceeds therefrom; provided that nothing contained in this sentence shall limit the indemnity and reimbursement

obligations set forth in this Section 12.01 of any Loan Party. To the extent that the undertaking to indemnify, pay or hold harmless any Agent or any Lender set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Borrower shall make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities which is permissible under applicable law. For clarity, the term "Agent" as used in this Section 12.01 shall include the Administrative Agent acting in its capacity as Collateral Agent under the Loan Documents. To the full extent permitted by applicable law, each of the Borrower, the Guarantors, any Agent, the Lead Arranger, any Lender, or any of their respective Affiliates or any other Indemnified Person shall not assert, and hereby waives, any claim against any Indemnified Person or any other Person party hereto or their respective Affiliates, on any theory of liability for special, indirect, consequential (including lost profits), exemplary, punitive or incidental damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof; provided that nothing contained in this sentence shall limit the indemnity and reimbursement obligations set forth in this Section 12.01 of any Loan Party. No Indemnified Person shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby, except to the extent the liability of such Indemnified Person results from such Indemnified Person's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non appealable decision). This Section 12.01 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

No Loan Party, Permitted Holder nor any of their respective Affiliates will, without the prior consent of the relevant Indemnified Person, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any proceeding in respect of which indemnification may be south pursuant to this Section 12.01 (irrespective of whether such Indemnified Person is party thereto) unless such settlement, compromise, consent or termination (a) includes an unconditional release of each relevant Indemnified Person from all liability arising out of or directly and indirectly relating thereto and (b) does not include a statement as to the admission, fault or culpability or failure to act by such Indemnified Person.

Section 12.02 Right of Setoff. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent and each Lender is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to any Loan Party or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special), but other than Excluded Accounts and any other Indebtedness at any time held or owing by the Administrative Agent or such Lender (including, without limitation, by branches and agencies of the Administrative Agent or such Lender wherever located) to or for the credit or the account of Holdings or any of its Subsidiaries against and on account of the Obligations and liabilities of the Loan Parties to the Administrative Agent or such Lender under this Agreement or under any of the other Loan Documents, including, without limitation, all interests in Obligations purchased by such Lender pursuant to Section 12.04, and all other claims of any nature or description arising out of or in connection with this Agreement or any other Loan Document. To the extent permitted by law, each Participant also shall be entitled to the benefits of this Section 12.02 as though it were a Lender; provided that such Participant agrees to be subject to Section 12.06(b) as though it were a Lender.

Section 12.03 Notices.

(a) Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopier or cable communication or other electronic communication) and mailed, telegraphed, telecopied,

cabled or delivered: if to any Loan Party, at the address specified on Schedule II; if to any Lender, at its address specified on Schedule II or on the applicable Assignment and Assumption; and if to the Administrative Agent, at the Notice Office; or, as to any Loan Party or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each Lender, at such other address as shall be designated by such Lender in a written notice to the Borrower and the Administrative Agent. All such notices and communications shall, when mailed, telegraphed, telecopied, e-mailed or cabled or sent by overnight courier, be effective when deposited in the mails, delivered to the telegraph company, cable company or overnight courier, as the case may be, or sent by telecopier, except that notices and communications to the Administrative Agent and the Borrower shall not be effective until received by the Administrative Agent or the Borrower, as the case may be.

(b) Notices and other communications to the Lenders and the other Secured Parties hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent, Holdings and the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Borrowers and Administrative Agent hereby agree that the delivery of the Borrowing Base Certificate through the Administrative Agent's electronic platform or portal, subject to Administrative Agent's authentication process, by such other electronic method as may be approved by Administrative Agent from time to time in its sole discretion, or by such other electronic input of information necessary to calculate the Borrowing Bases as may be approved by Administrative Agent from time to time in its sole discretion, shall in each case be deemed to satisfy the obligation of Borrowers to deliver such Borrowing Base Certificate, with the same legal effect as if such Borrowing Base Certificate had been manually executed by Borrowers and delivered to Administrative Agent.

Section 12.04 ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS.

(a) Assignments and Participations.

(i) (A) Subject to the conditions set forth in clause (a)(i)(B) below, any Lender may assign and delegate all or any portion of its rights and duties under the Loan Documents (including the Obligations owed to it and its Commitments) to one or more assignees so long as such prospective assignee is an Eligible Assignee (each an "Assignee"), with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(i) Borrower; provided, that no consent of Borrower shall be required (1) if a Significant Event of Default has occurred and is continuing (provided that, with respect to Section 10.01(a), only with respect to principal), or (2) in connection with an assignment to a Person that is a Lender or an Affiliate (other than natural persons) of a Lender; provided further, that the Borrower shall have absolute consent rights with regards to any proposed assignment to a Disqualified Lender; provided further, except with respect to consents regarding Disqualified Lenders, that Borrower shall be deemed to have consented to a proposed assignment unless they object thereto by written notice to Administrative Agent within 10 Business Days after having received notice thereof; and

(ii) Administrative Agent, Swing Lender, and Issuing Lender.

(B) Assignments shall be subject to the following additional conditions:

(i) no assignment may be made to a Loan Party, an Affiliate of a Loan Party, or any Restricted Affiliate Lender,

(ii) the amount of the Commitments and the other rights and obligations of the assigning Lender hereunder and under the other Loan Documents subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to Administrative Agent) shall be in a minimum amount (unless waived by Administrative Agent) of $5,000,000 (except such minimum amount shall not apply to (I) an assignment or delegation by any Lender to any other Lender, an Affiliate of any Lender, or a Related Fund of such Lender or (II) a group of new Lenders, each of which is an Affiliate of each other or a Related Fund of such new Lender to the extent that the aggregate amount to be assigned to all such new Lenders is at least $5,000,000),

(iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement,

(iv) the parties to each assignment shall execute and deliver to Administrative Agent an Assignment and Assumption; provided, that Borrower and Administrative Agent may continue to deal solely and directly with the assigning Lender in connection with the interest so assigned to an Assignee until written notice of such assignment, together with payment instructions, addresses, and related information with respect to the Assignee, have been given to Borrower and Administrative Agent by such Lender and the Assignee,

(v) unless waived by Administrative Agent, the assigning Lender or Assignee has paid to Administrative Agent, for Administrative Agent's separate account, a processing fee in the amount of $3,500,

(vi) the Assignee, if it is not a Lender, shall deliver to Administrative Agent an Administrative Questionnaire in a form approved by Administrative Agent (the "Administrative Questionnaire"), and

(vii) in the case of an assignment or transfer by a Lender of a Revolver Commitment or Canadian Revolving Credit Commitment, there is a corresponding assignment or transfer by such Lender (or any an Affiliate thereof) to the Assignee thereof (which may, in certain circumstances, be the same institution or an Affiliate thereof) of an amount which bears the same proportion to the Revolver Commitment or Canadian Revolving Credit Commitment, as the case may be, as the amount assigned or transferred by the Lender bears to the Revolver Commitment or Canadian Revolving Credit Commitment, so that after giving effect to such assignment or transfer, the Assignee has acquired the proportionate share of each Commitment.

(ii) From and after the date that Administrative Agent receives the executed Assignment and Assumption and, if applicable, payment of the required processing fee, (i) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Assumption, shall be a "Lender" and shall have the rights and obligations of a Lender under the Loan Documents, and (ii) the assigning Lender shall, to the extent that rights and obligations hereunder and under the other Loan Documents have been assigned by it pursuant to such Assignment and Assumption, relinquish its rights (except with respect to Section 11.06) and be released from any future obligations under this Agreement (and in the case of an Assignment and Assumption covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement and the other Loan Documents, such Lender shall cease to be a party hereto and thereto); provided, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Agreement, including such assigning Lender's obligations under Article XI and Section 12.16(a).

(iii) By executing and delivering an Assignment and Assumption, the assigning Lender thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Assumption, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto, (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or the performance or observance by Borrower of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto, (iii) such Assignee confirms that it has received a copy of this Agreement, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption, (iv) such Assignee will, independently and without reliance upon Administrative Agent, such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement, (v) such Assignee appoints and authorizes Administrative Agent to take such actions and to exercise such powers under this Agreement and the other Loan Documents as are delegated to Administrative Agent, by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, and (vi) such Assignee agrees that it will perform all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(iv) Immediately upon Administrative Agent's receipt of the required processing fee, if applicable, and delivery of notice to the assigning Lender pursuant to Section 12.04(a)(ii), this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to reflect the addition of the Assignee and the resulting adjustment of the Commitments arising therefrom. The Commitment allocated to each Assignee shall reduce such Commitments of the assigning Lender pro tanto.

(v) Any Lender may at any time sell to one or more commercial banks, financial institutions, or other Persons (a "Participant") participating interests in all or any portion of its Obligations, its Commitment, and the other rights and interests of that Lender (the "Originating Lender") hereunder and under the other Loan Documents; provided, that

(i) the Originating Lender shall remain a "Lender" for all purposes of this Agreement and the other Loan Documents and the Participant receiving the participating interest in the Obligations, the Commitments, and the other rights and interests of the Originating Lender hereunder shall not constitute a "Lender" hereunder or under the other Loan Documents and the Originating Lender's obligations under this Agreement shall remain unchanged, (ii) the Originating Lender shall remain solely responsible for the performance of such obligations, (iii) Borrower, Administrative Agent, and the Lenders shall continue to deal solely and directly with the Originating Lender in connection with the Originating Lender's rights and obligations under this Agreement and the other Loan Documents, (iv) no Lender shall transfer or grant any participating interest under which the Participant has the right to approve any amendment to, or any consent or waiver with respect to, this Agreement or any other Loan Document, except to the extent such amendment to, or consent or waiver with respect to this Agreement or of any other Loan Document would (A) extend the final maturity date of the Obligations hereunder in which such Participant is participating, (B) reduce the interest rate applicable to the Obligations hereunder in which such Participant is participating, (C) release all or substantially all of the Collateral or guaranties (except to the extent expressly provided herein or in any of the Loan Documents) supporting the Obligations hereunder in which such Participant is participating, (D) postpone the payment of, or reduce the amount of, the interest or fees payable to such Participant through such Lender (other than a waiver of default interest), or (E) decreases the amount or postpones the due dates of scheduled principal repayments or prepayments or premiums payable to such Participant through such Lender, (v) no participation shall be sold to a Natural Person, (vi) no participation shall be sold to a Loan Party, an Affiliate of a Loan Party, or any Restricted Affiliated Lender or a Disqualified Lender, or a Natural Person, and (vii) all amounts payable by Borrower hereunder shall be determined as if such Lender had not sold such participation, except that, if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of set off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement. The rights of any Participant only shall be derivative through the Originating Lender with whom such Participant participates and no Participant shall have any rights under this Agreement or the other Loan Documents or any direct rights as to the other Lenders, Administrative Agent, Borrower, the Collateral, or otherwise in respect of the Obligations. No Participant shall have the right to participate directly in the making of decisions by the Lenders among themselves.

(vi) In connection with any such assignment or participation or proposed assignment or participation or any grant of a security interest in, or pledge of, its rights under and interest in this Agreement, a Lender may, subject to the provisions of Section 12.16, disclose all documents and information which it now or hereafter may have relating to Borrower and its Subsidiaries and their respective businesses.

(vii) Any other provision in this Agreement notwithstanding, any Lender may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement in favor of any Federal Reserve Bank in accordance with Regulation A of the Federal Reserve Bank or U.S. Treasury Regulation 31 CFR §203.24, and such Federal Reserve Bank may enforce such pledge or security interest in any manner permitted under applicable law.

(viii) Administrative Agent (as a non-fiduciary agent on behalf of Borrower) shall maintain, or cause to be maintained, a register (the "Register") on which it enters the name and address of each Lender as the registered owner of the Revolving Loan (and the principal amount thereof and stated interest thereon) held by such Lender (each, a "Registered Loan"). Other than in connection with an assignment by a Lender of all or any portion of its portion of the Revolving Loan to an Affiliate of such Lender or a Related Fund of such Lender (i) a Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each registered note shall expressly so provide) and (ii) any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any evidencing the same), Borrower shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered as the owner thereof for the purpose of receiving all payments thereon and for all other purposes, notwithstanding notice to the contrary. In the case of any assignment by a Lender of all or any portion of its Revolving Loan to an Affiliate of such Lender or a Related Fund of such Lender, and which assignment is not recorded in the Register, the assigning Lender, on behalf of Borrower, shall maintain a register comparable to the Register.

(ix) In the event that a Lender sells participations in the Registered Loan, such Lender, as a non-fiduciary agent on behalf of Borrower, shall maintain (or cause to be maintained) a register on which it enters the name of all participants in the Registered Loans held by it (and the principal amount (and stated interest thereon) of the portion of such Registered Loans that is subject to such participations) (the "Participant Register"). A Registered Loan (and the Registered Note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register.

(x) Administrative Agent shall make a copy of the Register (and each Lender shall make a copy of its Participant Register in the extent it has one) available for review by Borrower from time to time as Borrower may reasonably request.

(xi) Each Lender participating in any assignment to Affiliated Investment Funds acknowledges and agrees that in connection with such assignment, (1) the Affiliated Investment Funds then may have, and later may come into possession of material non-public information, (2) such Lender has independently and, without reliance on the Affiliated Investment Funds or any of their Subsidiaries, the Borrower or any of its Subsidiaries, the Administrative Agent or any other Person, made its own analysis and determination to participate in such assignment notwithstanding such Lender's lack of knowledge of the material non-public information, (3) none of the Affiliated Investment Funds or any of their Subsidiaries, the Borrower or any of its Subsidiaries shall be required to make any representation that it is not in possession of material non-public information, (4) none of the Affiliated Investment Funds or its Affiliates, the Borrower or any of its

Subsidiaries or Affiliates, the Administrative Agent or any other Person shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against any Affiliated Investment Fund or Affiliate thereof, the Borrower or any of its Subsidiaries or Affiliates, the Administrative Agent and any other Person, under applicable Laws or otherwise, with respect to the nondisclosure of the material non-public information and (5) that the material non-public information may not be available to the Administrative Agent or the other Lenders. Each Affiliated Investment Funds agrees to notify the Administrative Agent promptly (and in any event within ten (10) Business Days) if it acquires any Person who is also a Lender, and each Lender agrees to notify the Administrative Agent promptly (and in any event within ten (10) Business Days) if it becomes an Affiliated Investment Fund.

(xii) Notwithstanding anything in Section 12.12 or the definition of "Required Lenders" to the contrary:

(A) for purposes of determining whether the Required Lenders have consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, or any plan of reorganization pursuant to any Debtor Relief Law, (B) otherwise acted on any matter related to any Loan Document, or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, no Affiliated Investment Fund shall have any right to consent (or not consent), otherwise act or direct or require the Administrative Agent or any Lender to take (or refrain from taking) any such action;

(B) Affiliated Investment Funds may not in the aggregate account for more than 49.9% of the amounts set forth in the calculation of Required Lenders;

(C) notwithstanding the above, Affiliated Investment Funds shall have the right to vote on any amendment, modification, waiver, consent or other action described in the first proviso to Section 12.12(a) or otherwise requiring the written consent of each Lender or of each Lender directly and adversely affected thereby; and

(D) notwithstanding the above, no amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom may deprive such Affiliated Investment Funds of its Pro Rata Share of any payments to which it is entitled.

(b) Successors. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, that no Borrower may assign this Agreement or any rights or duties hereunder without the Lenders' prior written consent and any prohibited assignment shall be absolutely void ab initio. No consent to assignment by the Lenders shall release Borrower from its Obligations. A Lender may assign this Agreement and the other Loan Documents and its rights and duties hereunder and thereunder pursuant to Section 12.04 and, except as expressly required pursuant to Section 12.04, no consent or approval by Borrower is required in connection with any such assignment. This Agreement, the other Loan Documents, and all Liens created pursuant to any Loan Document shall be binding upon each Loan Party, the estate of each Loan Party, and any trustee or successor in interest of any Loan Party in any Chapter 11 Case or any Successor Case or under any other bankruptcy or insolvency laws, and shall not be subject to Section 365 of the Bankruptcy Code. The Liens created by this Agreement and the other Loan Documents shall be and remain valid and perfected in the event of the substantive

consolidation or conversion of any Chapter 11 Case or any other bankruptcy case of any Loan Party to a case under chapter 7 of the Bankruptcy Code, or in the event of dismissal of any Chapter 11 Case or the release of any Collateral from the jurisdiction of any Bankruptcy Court for any reason, without the necessity that Agent or any Lender file financing statements or otherwise perfect its security interests or Liens under applicable law.

Section 12.05 No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent, the Collateral Agent or any Lender in exercising any right, power or privilege hereunder or under any other Loan Document and no course of dealing between the Borrower or any other Loan Party and the Administrative Agent, the Collateral Agent or any Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Loan Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Administrative Agent, the Collateral Agent or any Lender would otherwise have. No notice to or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Administrative Agent, the Collateral Agent or any Lender to any other or further action in any circumstances without notice or demand.

Section 12.06 Payments Pro Rata.

(a) Except as otherwise provided in this Agreement, the Administrative Agent agrees that promptly after its receipt of each payment from or on behalf of the Borrower in respect of any Obligations hereunder, the Administrative Agent shall distribute such payment to the Lenders entitled thereto (other than any Lender that has consented in writing to waive its pro rata share of any such payment) pro rata (or in accordance with the Security Documents and the Applicable Intercreditor Arrangements, as applicable) based upon their respective shares, if any, of the Obligations with respect to which such payment was received.

(b) Each of the Lenders agrees that, if it should receive any amount hereunder (whether by voluntary payment, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Loan Documents, or otherwise), which is applicable to the payment of the principal of, or interest on, the Loans or Fees, of a sum which with respect to the related sum or sums received by other Lenders is in a greater proportion than the total of such Obligation then owed and due to such Lender bears to the total of such Obligation then owed and due to all of the Lenders immediately prior to such receipt, then such Lender receiving such excess payment shall purchase for cash without recourse or warranty from the other Lenders an interest in the Obligations of the respective Loan Party to such Lenders in such amount as shall result in a proportional participation by all the Lenders in such amount; provided that if all or any portion of such excess amount is thereafter recovered from such Lenders, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

(c) Notwithstanding anything to the contrary contained herein, the provisions of the preceding Sections 12.06(a) and (b) shall be subject to the provisions of this Agreement which (i) require, or permit, differing payments to be made to Non Defaulting Lenders as opposed to Defaulting Lenders and (ii) permit disproportionate payments with respect to the Loans as, and to the extent, provided herein.

Section 12.07 Canadian Calculations and Computations. Without limitation to Section 3.05(f) or Section 12.18, if any provision of this Agreement or of any of the other Loan Documents would obligate

the Canadian Borrower to make any payment of interest or other amount payable to the Administrative Agent or any Lender under this Agreement or any other Loan Document in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Administrative Agent or any 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 law or so result in a receipt by the Administrative Agent or any Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to the Administrative Agent or any Lender under this Section 12.07, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Administrative Agent or any Lender which would constitute "interest" for purposes of Section 347 of the Criminal Code (Canada). Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the Administrative Agent or any Lender shall have received an amount in excess of the maximum permitted by that Section of the Criminal Code (Canada), the Canadian Borrower shall be entitled, by notice in writing to the Administrative Agent or the applicable Lender, to obtain reimbursement from such party in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by the Administrative Agent or applicable Lender to the Canadian Borrower. Any amount or rate of interest referred to in this Section 12.07 shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that the applicable loan remains outstanding with the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the Criminal Code (Canada)) shall be included in the calculation of such effective rate and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent shall be conclusive for the purposes of such determination.

Section 12.08 GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER AND ANY CLAIM, COUNTERCLAIM, CONTROVERSY, OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE AND WHETHER AT LAW OR IN EQUITY) ARISING HEREUNDER OR RELATING HERETO SHALL, EXCEPT AS OTHERWISE PROVIDED IN ANY SECURITY DOCUMENT, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES), AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. ANY LEGAL ACTION OR PROCEEDING (WHETHER IN CONTRACT, TORT, OR OTHERWISE AND WHETHER AT LAW OR IN EQUITY) WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT AS OTHERWISE PROVIDED IN ANY SECURITY DOCUMENT) MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, OR THE BANKRUPTCY COURT AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH OF THE PARTIES HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN ANY OF THE

AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON. EACH OF THE PARTIES HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PERSON AT ITS ADDRESS SET FORTH OPPOSITE ITS SIGNATURE BELOW, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY AGENT, ANY LENDER OR THE HOLDER OF ANY NOTE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST HOLDINGS, THE BORROWER OR ANY OTHER LOAN PARTY IN ANY OTHER JURISDICTION.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 12.09 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Administrative Agent. This Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

Section 12.10 Effectiveness. This Agreement shall become effective on the Closing Date.

Section 12.11 Headings Descriptive. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

Section 12.12 Amendment or Waiver; etc.

(a) No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by any Loan Party therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders) and the Borrower and then such waiver shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that only the consent of the Lenders and each Issuing Lender directly and adversely affected thereby (or by the Administrative Agent with the consent of all the Lenders directly and adversely affected thereby) and of the Borrower shall be required to do any of the following:

(i) increase or extend the Commitment of such Lender (or reinstate any Commitment terminated pursuant to Section 10.02(a));

(ii) postpone or delay any date fixed for, or reduce or waive, any scheduled installment of principal or any payment of interest (other than default interest), fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document (for the avoidance of doubt, mandatory prepayments may be postponed, delayed, reduced, waived or modified with the consent of Required Lenders);

(iii) extend the final scheduled maturity of the Commitment of such Lender or, except as set forth in Section 3.03(c), reduce the principal of, or the rate of interest specified herein (it being agreed that waiver or reduction of the default interest margin shall only require the consent of Required Lenders) or the amount of interest payable in cash specified herein on any Loan, or of any fees or other amounts payable hereunder or under any other Loan Document;

(iv) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans which shall be required for the Lenders or any of them to take any action hereunder;

(v) reduce the voting thresholds in this Section 12.12 or the definition of Required Lenders or Supermajority Lenders or any provision providing for consent or other action by all Lenders;

(vi) permit the assignment by any Loan Party of its rights or obligations under this Agreement or the other Loan Documents or release Guarantors constituting all or substantially all of the value of Guarantee (in each case other than in connection with any release of any Loan Party pursuant to a transaction expressly permitted hereunder), or expressly subordinate the Liens granted to the Collateral Agent (for the benefit of the Secured Parties) on or release all or substantially all of the Collateral securing the Obligations or expressly subordinate the payment priority of the Obligations except as otherwise may be provided in Section 9.08 or Section 11.10;

(vii) amend or modify the assignment provisions of Section 12.04 in a manner that further restricts assignments by the Lenders thereunder;

(viii) amend or modify the pro-rata sharing provisions contained in 3.03(c) or 12.06;

(ix) amend or modify Section 10.03 (or the order of application provisions thereof); or

(x) at any time that any real property is included in the Collateral, 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 Laws or as otherwise satisfactory to all Lenders;

provided that, for the avoidance of doubt, all Lenders shall be deemed directly and adversely affected thereby with respect to any amendment, waiver or consent described in clauses (v), (vi), (viii), (ix), and (x) above; provided, further, that the consent of the Supermajority Lenders shall be required to modify or eliminate the definition of Borrowing Base or any of the defined terms (including, but not limited to, the definitions of Eligible Credit Card Receivables, Eligible Accounts, Eligible Inventory, Eligible Investment Grade Accounts, Eligible Foreign In-Transit Inventory, Eligible Domestic In-Transit Inventory and Rent Reserve) that are used in such definition, or the definitions of Eligible Credit Card Receivables, Eligible Accounts, Eligible Inventory, Eligible Investment Grade Accounts, Eligible Foreign In-Transit Inventory, and Eligible Domestic In-Transit Inventory, to the extent that any such change results in more credit being made available to Borrower based upon the Borrowing Base, but not otherwise, or the definition of Maximum Revolver Amount, or change Section 3.01(c).

(b) No amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent, the Issuing Lenders and the Swing Lender, in addition to the Required Lenders, the Supermajority Lenders or all Lenders directly affected thereby, as the case may be (or by the Administrative Agent with the consent of the Required Lenders, the Supermajority Lenders or all the Lenders directly and adversely affected thereby, as the case may be), affect the rights or duties of the Administrative Agent, the Issuing Lenders or the Swing Lender, respectively, under this Agreement or any other Loan Document.

(c) Notwithstanding anything to the contrary contained in this Section 12.12, (i) Administrative Agent may amend Schedule C-1 to reflect assignments entered into pursuant to Section 12.04, and (ii) the Administrative Agent and the Borrower may amend or modify this Agreement and any other Loan Document to grant a new Lien for the benefit of the Secured Parties, extend an existing Lien over additional property for the benefit of the Secured Parties or join additional Persons as Loan Parties.

(d) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders (and, with respect to the reference to "Supermajority Lenders" in clause (iii) below, the Supermajority Lenders), the Administrative Agent and the Borrower (i) to add one or more additional credit facilities to this Agreement or to increase the amount of the existing facilities under this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Revolving Loans and the accrued interest and fees in respect thereof, (ii) to permit any such additional credit facility which is a revolving facility or any such increase in the Credit Facility to share ratably in prepayments with the Revolving Loans and (iii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders or the Supermajority Lenders, as applicable.

(e) [Reserved].

(f) Notwithstanding anything to the contrary contained in this Section 12.12, (I) the 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 amended, supplemented and waived with the consent of the Administrative Agent and the Borrower without the need to obtain the consent of any other Person 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, omissions, mistakes or defects, or (iii) to cause such Security Document or other document to be consistent with this Agreement and the other Loan Documents and (II) any amendment contemplated by Section 3.11(d)(iii) of this Agreement in connection with a Benchmark Transition Event shall be effective as contemplated by such Section 3.11(d)(iii).

(g) [Reserved]

(h) If, in connection with any proposed change, waiver, discharge or termination of or to any of the provisions of this Agreement as contemplated by clauses (i) through (iv), inclusive, of the first proviso to Section 12.12(a), the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained, then the Borrower shall have the right, so long as all non consenting Lenders whose individual consent is required are treated as described below, to (i) replace each such non consenting Lender or Lenders with one or more Replacement Lenders pursuant to Section 3.16 or (ii) terminate the Commitment of such Lender and repay all Obligations of the Borrower owing to such Lender relating to the Loans and participations held by such Lender as of such termination date

(i) Notwithstanding anything to the contrary contained in this Section 12.12, if at any time after the Closing Date, the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement or any other Loan Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Loan Document), then the Administrative Agent (acting in its sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision. The Administrative Agent shall notify the Lenders of such amendment and such amendment shall become effective ten (10) Business Days after such notification unless the Required Lenders object to such amendment in writing delivered to the Administrative Agent prior to such time.

Section 12.13 Survival. All indemnities set forth herein including, without limitation, in Sections 3.10(f), 3.12, 3.15, 11.06, 11.12 and 12.01 and the representations and warranties set forth in Article V of this Agreement shall survive the execution, delivery and termination of this Agreement and the Notes, or the resignation or replacement of any Agent or any assignment of rights by, or the replacement of, a Lender, and the making, repayment, satisfaction, or discharge of the Obligations.

Section 12.14 Domicile of Loans. Each Lender may transfer and carry its Loans at, to or for the account of any office, Subsidiary or Affiliate of such Lender. Notwithstanding anything to the contrary contained herein, to the extent that a transfer of Loans pursuant to this Section 12.14 would, at the time of such transfer, result in increased costs under Section 3.12 or 3.15 from those being charged by the respective Lender prior to such transfer, then the Borrower shall not be obligated to pay such increased costs (although the Borrower shall be obligated to pay any other increased costs of the type described above resulting from changes in any applicable law, treaty, government rule, regulation, guideline or order, or in the official interpretation thereof, after the date of the respective transfer).

Section 12.15 Register. The Borrower hereby designates the Administrative Agent to serve as its non fiduciary agent, solely for purposes of this Section 12.15, to maintain a register (the "Register") on

which it will record from time to time the name and address of each Lender, the Commitments, the principal amounts of the Loans and any other obligations under the Loan Documents, and the amounts of stated interest due thereon, owing to each Lender pursuant the terms hereof and any Note. Failure to make any such recordation, or any error in such recordation, shall not affect the Borrower's obligations in respect of such Loans or other obligations under the Loan Documents. With respect to any Lender, the transfer of the Commitments of such Lender and the rights to the principal of, and interest on, any Loans and any other obligations under the Loan Documents owing to such Lender shall not be effective until such transfer is recorded on the Register maintained by the Administrative Agent and prior to such recordation all amounts owing to the transferor with respect to such Commitments and Loans and other obligations under the Loan Documents shall remain owing to the transferor. The registration of assignment or transfer of all or part of any Commitments, Loans or other obligations under the Loan Documents shall be recorded by the Administrative Agent on the Register upon and only upon the acceptance by the Administrative Agent of a properly executed and delivered Assignment and Assumption pursuant to Section 12.04. Upon such acceptance and recordation, the assignee specified therein shall be treated as a Lender for all purposes of this Agreement. Coincident with the delivery of such an Assignment and Assumption to the Administrative Agent for acceptance and registration of assignment or transfer of all or part of a Loan, or as soon thereafter as practicable, the assigning or transferor Lender shall surrender the Note (if any) evidencing such Loan, and thereupon one or more new Notes in the same aggregate principal amount shall be issued to the assignee or transferee Lender at the request of any such Lender. The Borrower agrees to indemnify the Administrative Agent from and against any and all losses, claims, damages and liabilities of whatsoever nature which may be imposed on, asserted against or incurred by the Administrative Agent in performing its duties under this Section 12.15 to the same extent that the Administrative Agent is otherwise indemnified pursuant to Section 12.01. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice, provided that the information contained in the Register which is shared with each Lender (other than the Administrative Agent and its affiliates) shall be limited to the entries with respect to such Lender including the Commitment of, or principal amount of and stated interest on the Loans owing to such Lender.

Section 12.16 Confidentiality.

(a) Subject to the provisions of clause (b) of this Section 12.16, each Lender agrees that it will use its commercially reasonable efforts not to disclose without the prior consent of Holdings (other than to its employees, managers, officers, directors, auditors, advisors, agents, service providers, representatives or counsel, or to another Lender or its subsidiaries and affiliates (including Bank Product Providers) if such Lender or such Lender's holding or parent company in its sole discretion determines that any such party should have access to such information, provided such Persons shall be subject to the provisions of this Section 12.16 to the same extent as such Lender) any information with respect to Holdings or any of its Subsidiaries which is now or in the future furnished pursuant to this Agreement or any other Loan Document, provided that any Lender may disclose any such information (i) as has become generally available to the public other than by virtue of a breach of this Section 12.16(a) by the respective Lender, (ii) upon the request or demand of any regulatory authority (including, without limitation, any self-regulatory authority) having jurisdiction over such Lender or any of their affiliates (in which case the Lenders agree, to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority (including, without limitation, any self-regulatory authority) or in cases where any governmental and/or regulatory authority had requested otherwise)), (iii) as may be required or appropriate in respect to any summons or subpoena or in connection with any litigation, (iv) in order to comply with any law, order, regulation or ruling applicable to such Lender, (v) to any Agent, (vi) to any direct or indirect contractual counterparty in any swap, hedge or similar agreement (or to any such

contractual counterparty's professional advisor), so long as such contractual counterparty (or such professional advisor) agrees to be bound by the provisions of this Section 12.16, (vii) to any prospective or actual transferee, pledgee or assignee under Section 12.04(c) or Participant in connection with any contemplated transfer or participation of any of the Notes or Commitments or any interest therein by such Lender, provided that such prospective transferee agrees to be bound by the confidentiality provisions contained in this Section 12.16, (viii) on a confidential basis to any rating agency in connection with any rating of the Loan Parties or the DIP Term Loan Facility, (ix) on a confidential basis to the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Loans and (x) in connection with the exercise of remedies under this Agreement or any other Loan Document or any action or proceeding relating to the enforcement of rights under this Agreement or the other Loan Documents. In addition, each of the Agents and each Lender may disclose the existence of this Agreement and the 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 and the other Loan Documents.

(b) Each of Holdings and the Borrower hereby acknowledges and agrees that each Lender and each Agent may share with any of its affiliates, and such affiliates may share with such Lender, any information related to Holdings or any of its Subsidiaries (including, without limitation, any non public customer information regarding the creditworthiness of Holdings and its Subsidiaries), provided such Persons shall be subject to the provisions of this Section 12.16 to the same extent as such Lender.

(c) Each Loan Party agrees that Administrative Agent may make materials or information provided by or on behalf of Borrowers hereunder (collectively, "Borrower Materials") available to the Lenders by posting communications on the Platform. The Platform is provided "as is" and "as available." Administrative Agent does not warrant the accuracy or completeness of the Borrower Materials, or the adequacy of the Platform and expressly disclaim liability for errors or omissions in the communications. 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 Administrative Agent in connection with the Borrower Materials or the Platform. In no event shall Administrative Agent or any of its Related Parties have any liability to the Loan Parties, any Lender or any other person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party's or Administrative Agent's transmission of communications through the Internet, except to the extent the liability of such person is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such person's gross negligence or willful misconduct. Each Loan Party further agrees that certain of the Lenders may be "public-side" Lenders (*i.e.*, Lenders that do not wish to receive material non-public information with respect to the Loan Parties or their securities) (each, a "Public Lender"). The Loan Parties shall be deemed to have authorized Administrative Agent and its Affiliates and the Lenders to treat Borrower Materials marked "PUBLIC" or otherwise at any time filed with the SEC as not containing any material non-public information with respect to the Loan Parties or their securities for purposes of United States federal and state securities laws. All Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor" (or another similar term). Administrative Agent and its Affiliates and the Lenders shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" or that are not at any time filed with the SEC as being suitable only for posting on a portion of the Platform not marked as "Public Investor" (or such other similar term).

Section 12.17 Patriot Act. Each Lender subject to the Patriot Act hereby notifies Holdings and Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies Holdings, Borrower and the other Loan Parties, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify Holdings, Borrower and the other Loan Parties in accordance with the Patriot Act. Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests with respect to the Loan Parties, their senior management and key principals and legal and beneficial owners, in order to comply with its ongoing obligations under applicable "know your customer" and Anti-Money Laundering Laws, including the Patriot Act, PCMLTF Act and Beneficial Ownership Regulation.

Section 12.18 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non usurious interest permitted by applicable law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 12.19 Secured Swap Agreement and Secured Cash Management Agreements. At any time prior to or within 30 days after any Loan Party enters into any Swap Agreement or Cash Management Agreement, if the applicable Loan Party and counterparty desire that the monetary obligations in respect of such Swap Agreement or the Cash Management Obligations in respect of such Cash Management Agreement be treated as an "Obligation" hereunder with rights in respect of payment of proceeds of the Collateral in accordance with the waterfall provisions set forth in the applicable Security Documents and Applicable Intercreditor Arrangements, the Borrower and the counterparty to such Swap Agreement or Cash Management Agreement, as the case may be, may notify the Administrative Agent in writing (to be acknowledged by the Administrative Agent (provided that the failure to provide such acknowledgement shall not affect the treatment of such Swap Agreement or Cash Management Agreement as a "Secured Swap Agreement" or "Secured Cash Management Agreement", as applicable)) that (x) such Swap Agreement is to be a "Secured Swap Agreement" (a "Secured Swap Agreement") or (y) such Cash Management Agreement is to be a "Secured Cash Management Agreement" (a "Secured Cash Management Agreement"), so long as the following conditions are satisfied:

(i) in the case of a Swap Agreement, such Swap Agreement is entered into with a Qualified Counterparty; and

(ii) in the case of Cash Management Agreements, such Cash Management Agreement is with a counterparty that is the Administrative Agent, the Lead Arranger or a Lender or an Affiliate of the Administrative Agent, the Lead Arranger or a Lender.

Until such time as the Borrower and the counterparty to such Swap Agreement or Cash Management Agreement, as the case may be, deliver (and the Administrative Agent acknowledges (provided that the failure to provide such acknowledgement shall not affect the treatment of such Swap Agreement or Cash Management Agreement as a "Secured Swap Agreement" or "Secured Cash Management Agreement", as applicable)) such notice as described above, such Swap Agreement or Cash Management Agreement shall not constitute a Secured Swap Agreement or Secured Cash Management

Agreement, as the case may be. The parties hereto understand and agree that the provisions of this Section 12.19 are made for the benefit of the Administrative Agent, the Lead Arranger, each Lender and their respective Affiliates, which become parties to Secured Swap Agreements or Secured Cash Management Agreements, as applicable, and agree that any amendments or modifications to the provisions of this Section 12.19 shall not be effective with respect to any Secured Swap Agreement or Secured Cash Management Agreement, as the case may be, entered into prior to the date of the respective amendment or modification of this Section 12.19 (without the written consent of the relevant parties thereto). The Administrative Agent accepts no responsibility and shall have no liability for the calculation of the exposure owing by the Loan Parties under any such Secured Swap Agreement and/or Secured Cash Management Agreement, and shall be entitled in all cases to rely on the applicable notice provided by Borrower and the applicable counterparty to such Swap Agreement or Cash Management Agreement as set forth above. No Secured Party that obtains the benefits of the Guarantee or any Collateral by virtue of the provisions hereof or any Security Document shall have any right to notice of any action or to consent, 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 and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding anything to the contrary contained herein or any other Loan Document, any Swap Agreement or Cash Management Agreement entered into with Wells Fargo or any of its Affiliates prior to or after the date hereof shall be automatically deemed to be a Secured Swap Agreement or Secured Cash Management Agreement, as applicable, under this Agreement (including, without limitation, this Section 12.19) and any other Loan Document, in each case without the need to provide any notice to Administrative Agent by the Borrower and Wells Fargo or any of its Affiliates.

Section 12.20 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 (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, unless expressly provided for herein or in any other Loan Document, without the prior written consent of the Administrative Agent. The provisions of this Section 12.20 are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

Section 12.21 Other Liens on Collateral; Terms of Intercreditor Agreements; etc.

(a) EACH LENDER HERETO UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT LIENS SHALL BE CREATED ON THE COLLATERAL PURSUANT TO THE LOAN DOCUMENTS, WHICH LIENS (X) TO THE EXTENT CREATED WITH RESPECT TO ABL PRIORITY COLLATERAL, SHALL BE SENIOR TO THE LIENS CREATED UNDER THE DIP TERM LOAN DOCUMENTS (PURSUANT TO THE TERMS OF THE PRE-PETITION ABL/TERM LOAN INTERCREDITOR AGREEMENT) AND (Y) TO THE EXTENT CREATED WITH RESPECT TO TERM PRIORITY COLLATERAL, SHALL BE JUNIOR TO THE LIENS CREATED UNDER THE DIP TERM LOAN DOCUMENTS (PURSUANT TO THE TERMS OF THE PRE-PETITION ABL/TERM LOAN INTERCREDITOR AGREEMENT). THE PRE-PETITION ABL/TERM LOAN INTERCREDITOR AGREEMENT ALSO HAS OTHER PROVISIONS WHICH ARE BINDING UPON THE LENDERS AND THE OTHER SECURED PARTIES PURSUANT TO THIS AGREEMENT. PURSUANT TO THE EXPRESS TERMS OF THE PRE-PETITION ABL/TERM INTERCREDITOR AGREEMENT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE PRE-PETITION ABL/TERM INTERCREDITOR AGREEMENT AND ANY OF THE OTHER LOAN DOCUMENTS, THE PROVISIONS OF THE PRE-PETITION ABL/TERM INTERCREDITOR AGREEMENT, AS APPLICABLE, SHALL GOVERN AND CONTROL.

(b) THE PROVISIONS OF THIS SECTION 12.21 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF (A) THE PRE-PETITION ABL/TERM LOAN INTERCREDITOR AGREEMENT, OR (B) ANY OTHER INTERCREDITOR AGREEMENT, WHICH WILL BE IN THE FORM APPROVED BY THE ADMINISTRATIVE AGENT AS PERMITTED BY THIS AGREEMENT. REFERENCE MUST BE MADE TO THE PRE-PETITION ABL/TERM LOAN INTERCREDITOR AGREEMENT OR SUCH OTHER INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE PRE-PETITION ABL/TERM LOAN INTERCREDITOR AGREEMENT, AND EACH OTHER INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NONE OF THE ADMINISTRATIVE AGENT AND COLLATERAL AGENT (AND NONE OF THEIR RESPECTIVE AFFILIATES) MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE PRE-PETITION ABL/TERM LOAN INTERCREDITOR AGREEMENT OR ANY OTHER INTERCREDITOR AGREEMENT.

(c) EACH SECURED PARTY, BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT OR THE ACCEPTING THE BENEFIT OF THE GUARANTEE AND SECURITY DOCUMENTS, HEREBY (I) CONFIRMS ITS AGREEMENT TO THE FOREGOING PROVISIONS OF THIS SECTION 12.21, (II) PURSUANT TO THE PRE-PETITION ABL/TERM LOAN INTERCREDITOR AGREEMENT AGREES TO BE BOUND BY THE TERMS OF THE PRE-PETITION ABL/TERM LOAN INTERCREDITOR AGREEMENT AS A "ABL SECURED PARTY" AND (III) PURSUANT TO THE APPLICABLE SECTION OF EACH OTHER INTERCREDITOR AGREEMENT, AGREES TO BE BOUND BY THE TERMS OF SUCH OTHER INTERCREDITOR AGREEMENT AS A "SECURED PARTY" (OR EQUIVALENT TERM THEREIN).

Section 12.22 Press Releases.

(a) Each Secured Party (other than the Lead Arranger, any Agent or any of their respective Affiliates) agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of any Agent or its Affiliates or referring to this Agreement or the other Loan Documents without at least two Business Days' prior notice to such Agent and without the prior written consent of such Agent (which consent shall not be unreasonably withheld, delayed or conditioned) unless (and only to the extent that) such Secured Party or Affiliate is required to do so under applicable law and then, in any event, to the extent reasonably possible under applicable law, such Secured Party or Affiliate will consult with such Agent before issuing such press release or other public disclosure.

(b) Each Loan Party consents to the publication by any Lender of advertising material, including any "tombstone" or comparable advertising, on its website or in other marketing materials of such Lender, relating to the financing transactions contemplated by this Agreement using any Loan Party's name, product photographs, logo, trademark or other insignia; provided that any such Lender (other than the Lead Arranger, the Agents, or any of their respective Affiliates) shall provide a draft reasonably in advance (and in no event, less than two Business Days' prior written notice, with copies thereof attached to such written notice) of any advertising material to the Borrower for review and comment prior to the publication thereof and the Lenders (other than the Lead Arranger, the Agents, or any of their respective Affiliates) agree not to release or publicize any such material or other information until it receives the Borrower's written consent (which consent shall not be unreasonably withheld, delayed or conditioned). Anything in this Agreement to the contrary notwithstanding, Administrative Agent may disclose information concerning the

terms and conditions of this Agreement and the other Loan Documents to loan syndication and pricing reporting services, with such information to consist only of deal terms and other information customarily found in such publications.

Section 12.23 No Fiduciary Duty.

Each Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lenders") may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Loan Party, its stockholders or its affiliates, on the other. The Loan Parties acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Loan Party, its stockholders or its Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of any Loan Party, its management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto.

Section 12.24 Bank Product Providers.

Each Bank Product Provider in its capacity as such shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom the Agents are acting. Each Agent hereby agrees to act as agent for such Bank Product Providers and, by virtue of entering into a Bank Product Agreement, the applicable Bank Product Provider shall be automatically deemed to have appointed each Agent as its agent and to have accepted the benefits of the Loan Documents. It is understood and agreed that the rights and benefits of each Bank Product Provider under the Loan Documents consist exclusively of such Bank Product Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to Administrative Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Bank Product Provider, by virtue of entering into a Bank Product Agreement, shall be automatically deemed to have agreed that the Administrative Agent shall have the right, but shall have no obligation, to establish, maintain, relax, or release reserves in respect of the Bank Product Obligations and that if reserves are established there is no obligation on the part of the Administrative Agent to determine or insure whether the amount of any such reserve is appropriate or not. In connection with any such distribution of payments or proceeds of Collateral, Administrative Agent shall be entitled to assume no amounts are due or owing to any Bank Product Provider unless such Bank Product Provider has provided a written certification (setting forth a reasonably detailed calculation) to Administrative Agent as to the amounts that are due and owing to it and such written certification is received by Administrative Agent a reasonable period of time prior to the making of such distribution. Administrative Agent shall have no obligation to calculate the amount due and payable with respect to any Bank Products, but may rely upon the written certification of the amount due and payable from the applicable Bank Product Provider. In the absence of an updated certification, Administrative Agent shall be entitled to assume that the amount due

and payable to the applicable Bank Product Provider is the amount last certified to Administrative Agent by such Bank Product Provider as being due and payable (less any distributions made to such Bank Product Provider on account thereof). Borrower may obtain Bank Products from any Bank Product Provider, although Borrower is not required to do so. Borrower acknowledges and agrees that no Bank Product Provider has committed to provide any Bank Products and that the providing of Bank Products by any Bank Product Provider is in the sole and absolute discretion of such Bank Product Provider. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no provider or holder of any Bank Product shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or Guarantors.

Section 12.25 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 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 12.26 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): 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.

Section 12.27 Judgment Currency

If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or 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 Borrower in the Agreement Currency, the Borrower agrees, 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 Administrative Agent agrees to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable Law).

Section 12.28 [Reserved].

Section 12.29 Revival and Reinstatement of Obligations; Certain Waivers.

(a) If any member of the Lender Group or any Bank Product Provider repays, refunds, restores, or returns in whole or in part, any payment or property (including any proceeds of Collateral) previously paid or transferred to such member of the Lender Group or such Bank Product Provider in full or partial satisfaction of any Obligation or on account of any other obligation of any Loan Party under any Loan Document or any Bank Product Agreement, because the payment, transfer, or the incurrence of the obligation so satisfied is asserted or declared to be void, voidable, or otherwise recoverable under any law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent transfers, preferences, or other voidable or recoverable obligations or transfers (each, a "Voidable Transfer"), or because such member of the Lender Group or Bank Product Provider elects to do so on the reasonable advice of its counsel in connection with a claim that the payment, transfer, or incurrence is or may be a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that such member of the Lender Group or Bank Product Provider elects to repay, restore, or return (including pursuant to a settlement of any claim in respect thereof), and as to all reasonable and documented costs, expenses,

and attorneys' fees of one counsel (and if reasonably necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions)) related thereto, (i) the liability of the Loan Parties with respect to the amount or property paid, refunded, restored, or returned will automatically and immediately be revived, reinstated, and restored and will exist, and (ii) Agent's Liens securing such liability shall be effective, revived, and remain in full force and effect, in each case, as fully as if such Voidable Transfer had never been made. If, prior to any of the foregoing, (A) the Collateral Agent's Liens shall have been released or terminated, or (B) any provision of this Agreement shall have been terminated or cancelled, the Collateral Agent's Liens, or such provision of this Agreement, shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair, or otherwise affect the obligation of any Loan Party in respect of such liability or any Collateral securing such liability. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations.

(b) In the event that the Pre-Petition ABL Agent or any of the Pre-Petition ABL Lenders are required to repay or disgorge to any Loan Party or any representatives of the Loan Parties' estate (as agents, with derivative standing or otherwise) all or any portion of the Pre-Petition ABL Obligations authorized and directed to be repaid pursuant to the Orders, or any payment on account of the Pre-Petition ABL Obligations made to the Pre-Petition ABL Agent or any Pre-Petition ABL Lender is rescinded as a result of any Voidable Transfer, then, in such event, unless otherwise expressly ordered by the Bankruptcy Court, the Loan Parties shall prepay the Loans, in an amount equal to one hundred percent (100%) of the Voidable Transfer immediately upon receipt of the Voidable Transfer by any Loan Party or any representative of the Loan Parties' estate.

(c) Anything to the contrary contained herein notwithstanding, if any Agent or any Lender accepts a guarantee of only a portion of the Obligations pursuant to any guarantee, each Borrower hereby waives its right under Section 2822(a) of the California Civil Code or any similar laws of any other applicable jurisdiction to designate the portion of the Obligations satisfied by the applicable guarantor's partial payment.

Section 12.30 Bankruptcy Matters. This Agreement, the other Loan Documents, and all Collateral Agent's Liens and other rights and privileges created hereby or pursuant hereto or to any other Loan Document shall be binding upon each Debtor, the estate of each Debtor, and any trustee, other estate representative or any successor in interest of any Debtor in any Chapter 11 Case or any Subsequent Case commenced under Chapter 7 of the Bankruptcy Code, and shall not be subject to Section 365 of the Bankruptcy Code. This Agreement and the other Loan Documents shall be binding upon, and inure to the benefit of, the successors of each Agent and the Lenders and their respective assigns, transferees and endorsees. The Collateral Agent's Liens created by this Agreement and the other Loan Documents shall be and remain valid and perfected in the event of the substantive consolidation or conversion of any Chapter 11 Case or any other bankruptcy case of any Debtor to a case under Chapter 7 of the Bankruptcy Code or in the event of dismissal of any Chapter 11 Case or the release of any Collateral from the jurisdiction of the Bankruptcy Court for any reason, without the necessity that the Collateral Agent file financing statements or otherwise perfect its Liens under applicable law. No Loan Party may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder or under any of the other Loan Documents without the prior express written consent of the Administrative Agent and the Lenders. Any such purported assignment, transfer, hypothecation or other conveyance by any Loan Party without the prior express written consent of the Administrative Agent and the Lenders shall be void. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of each Loan Party, each Agent and the Lenders with respect to the transactions contemplated hereby and no Person shall

be a third party beneficiary of any of the terms and provisions of this Agreement or any of the other Loan Documents.

[*Remainder of Page Intentionally Left Blank; Signature Pages Follow.*]

Exhibit 3

Priorities of Liens

The DIP Liens, the Adequate Protection Liens, and the Prepetition 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 1L/2L Intercreditor Agreement and the Prepetition ABL Intercreditor Agreements, as applicable:

ABL Priority Collateral	Term Priority Collateral	Unencumbered Property
1. Carve Out	1. Carve Out	1. Carve Out
2. Prepetition ABL Permitted Senior Liens	2. Prepetition 1L Permitted Senior Liens	2. DIP Term Loan Liens
3. DIP ABL Liens	3. Senior First Out Obligations	3. DIP ABL Liens
4. ABL Adequate Protection Liens	4. DIP Term Loan Liens	4. ABL Adequate Protection Liens / 1L Adequate Protection Liens
5. Prepetition ABL Liens	5. 1L Adequate Protection Liens	5. 2L Adequate Protection Liens
6. Senior First Out Obligations	6. Prepetition 1L Term Loan Liens	
7. DIP Term Loan Liens	7. Prepetition 2L Permitted Senior Liens	
8. 1L Adequate Protection Liens	8. 2L Adequate Protection Liens	
9. Prepetition 1L Term Loan Liens	9. Prepetition 2L Term Loan Liens	
10. 2L Adequate Protection Liens	10. DIP ABL Liens	
11. Prepetition 2L Term Loan Liens	11. ABL Adequate Protection Liens	
	12. Prepetition ABL Liens	

Priorities of Administrative Expense Claims

1. Carve Out
2. DIP Superpriority Claims[9]
3. ABL 507(b) Claim / 1L 507(b) Claim
4. 2L 507(b) Claim

[9] The DIP Superpriority Claims granted to (x) the DIP ABL Secured Parties shall, at all times be in respect of the DIP ABL Priority Collateral, senior to the DIP Superpriority Claims granted to the DIP Term Loan Secured Parties, (y) the DIP Term Loan Secured Parties shall, at all times be in respect of the DIP Term Priority Collateral, senior to the DIP Superpriority Claims granted to the DIP ABL Secured Parties and (z) the DIP ABL Secured Parties and the DIP Term Loan Secured Parties shall be *pari passu* in right of payment as to the proceeds of any assets not described in the foregoing clauses (x) or (y).

Schedule 1

Initial DIP Budget

															Total
	Week #	**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**	**13-Week**
	Week Beginning	**1/24**	**1/31**	**2/7**	**2/14**	**2/21**	**2/28**	**3/7**	**3/14**	**3/21**	**3/28**	**4/4**	**4/11**	**4/18**	**1/24**
#	**Week Ending**	**1/30**	**2/6**	**2/13**	**2/20**	**2/27**	**3/6**	**3/13**	**3/20**	**3/27**	**4/3**	**4/10**	**4/17**	**4/24**	**4/24**
[1]	**Beginning Book Balance**	**546**	**49,583**	**43,708**	**40,776**	**42,794**	**45,580**	**41,210**	**43,290**	**46,145**	**47,292**	**46,115**	**50,418**	**50,961**	**546**
	Total Collections	7,594	8,657	9,855	10,869	11,483	12,410	12,706	12,792	12,315	12,763	12,470	12,757	12,967	149,635
	Operating Disbursements														
[2]	Vendor Payments	(2,668)	(9,625)	(7,161)	(5,914)	(7,497)	(6,947)	(5,585)	(7,552)	(6,775)	(8,898)	(5,850)	(7,903)	(7,436)	(89,811)
[3]	Employee & Benefits Payments	(3,202)	(2,078)	(4,378)	(1,985)	(2,494)	(3,631)	(3,878)	(1,985)	(2,494)	(3,579)	(1,917)	(3,910)	(1,953)	(37,483)
[4]	Cash From (To) International Subs	-	-	(500)	-	-	-	-	-	-	-	-	-	-	(500)
	Total Operating Disbursements	(5,870)	(11,703)	(12,038)	(7,899)	(9,991)	(10,578)	(9,463)	(9,536)	(9,269)	(12,477)	(7,767)	(11,813)	(9,389)	(127,794)
	Operating Net Cash Flows	1,724	(3,047)	(2,184)	2,970	1,491	1,832	3,243	3,255	3,046	285	4,703	944	3,578	21,841
	Restructuring / Non-Operating Related Disbursements														
[5]	Debt Related Payments	(21,188)	-	-	-	-	-	-	-	-	(810)	-	-	-	(21,997)
[6]	Professional Fees	(3,725)	(1,689)	(1,252)	(250)	(250)	(5,500)	-	-	(1,500)	-	-	-	(1,500)	(15,667)
[7]	Other	-	-	(1,294)	-	(252)	-	-	-	-	(252)	-	-	-	(1,798)
	Restructuring Related Disbursements	(24,913)	(1,689)	(2,546)	(250)	(502)	(5,500)	-	-	(1,500)	(1,062)	-	-	(1,500)	(39,462)
	Net Cash Flows (Before Revolver)	(23,189)	(4,736)	(4,729)	2,720	989	(3,668)	3,243	3,255	1,546	(777)	4,703	944	2,078	(17,621)
[8]	Revolver Draw / (Paydown)	8,824	(1,139)	1,798	(703)	1,798	(703)	(1,163)	(400)	(400)	(400)	(400)	(400)	(400)	6,313
[9]	DIP / First Out Debt	401,000	-	-	-	-	-	-	-	-	-	-	-	-	401,000
[10]	1L Term Loan A Paydown	(337,598)	-	-	-	-	-	-	-	-	-	-	-	-	(337,598)
	Net Ending Cash	49,583	43,708	40,776	42,794	45,580	41,210	43,290	46,145	47,292	46,115	50,418	50,961	52,640	52,640
[11]	Borrowing Base	72,804	72,367	74,867	74,867	77,367	77,367	77,367	77,367	77,367	77,367	77,367	77,367	77,367	77,367
[12]	Debtor Professional Fee Reserve	-	(703)	(1,405)	(2,108)	(2,810)	(3,513)	(4,675)	(5,075)	(5,475)	(5,875)	(6,275)	(6,675)	(7,075)	(7,075)
[13]	Excess Availability Block	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
[14]	Borrowing Base Availability after Reserves	62,804	61,665	63,462	62,760	64,557	63,855	62,692	62,292	61,892	61,492	61,092	60,692	60,292	60,292
[15]	Forecasted DIP ABL Balance	62,804	61,665	63,462	62,760	64,557	63,855	62,692	62,292	61,892	61,492	61,092	60,692	60,292	60,292