Order Filed on May 7, 2025
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U.S. Bankruptcy Court
District of New Jersey

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

UNITED STATES BANKRUPTCY COURT **DISTRICT OF NEW JERSEY**
In re: NEW RITE AID, LLC, *et al.*, Debtors.[1]

Chapter 11

Case No. 25-14861 (MBK) (Jointly Administered)

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

The relief set forth on the following pages, numbered three (3) through 108 is **ORDERED**.

DATED: May 7, 2025

Honorable Michael B. Kaplan
United States Bankruptcy Judge

[1] The last four digits of Debtor New Rite Aid, LLC's tax identification number are 1843. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/RiteAid2025. The location of Debtor New Rite Aid, LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 200 Newberry Commons, Etters, Pennsylvania 17319.

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

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Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order"):

(i) authorizing Rite Aid Corporation ("Rite Aid"), in its capacity as borrower (the "DIP Borrower"), to borrow, and each of the other Debtors (the "DIP Guarantors" and, together with the DIP Borrower, the "DIP Loan Parties") to guarantee unconditionally on a joint and several basis, the obligations under a superpriority senior secured priming asset-based credit facility in the aggregate principal amount of $1,940,000,000, consisting of (A) a senior secured superpriority revolving credit facility in the aggregate principal amount equal to $1,700,000,000 (the "DIP Revolving Facility," and the commitments thereunder, the "DIP Revolving Commitments," and the loans made pursuant thereto, the "DIP Revolving Loans" and all Obligations (as defined in the DIP Credit Agreement) of the DIP Loan Parties under the DIP Revolving Facility, the "DIP Revolving Obligations") and (B) a senior secured superpriority "first in, last out" term loan facility in the aggregate principal amount of $240,000,000 (the "DIP FILO Facility" and the loans made pursuant thereto, the "DIP FILO Loans" and all Obligations of the DIP Loan Parties under the DIP FILO Facility, the "DIP FILO Obligations" and the DIP FILO Facility, together with the DIP Revolving Facility, collectively, the "DIP Facilities;" and the DIP FILO Loans, together with the DIP Revolving Loans, collectively, the "DIP Loans" and the DIP Revolving Obligations, together with the DIP FILO Obligations, the "DIP Obligations") pursuant to that certain Debtor-In-Possession Credit Agreement, in substantially the form attached hereto as **Exhibit A**, by and among the DIP Borrower, the DIP Guarantors, the lenders party thereto (collectively in such capacities, the "DIP Lenders" and each, a "DIP Lender"), and Bank of America, N.A. ("Bank of

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

America") as administrative agent and collateral agent (in such capacities, the "DIP Agent"), and the other agents and arrangers party thereto (together with the DIP Agent the DIP Lenders and the DIP Co-Collateral Agents (as defined below), collectively, the "DIP Secured Parties"), including Bank of America, Wells Fargo Bank, National Association ("Wells Fargo") and, solely with respect to matters pertaining to the Approved Budget set forth in paragraph 4 of this Interim Order, Capital One, National Association ("Capital One"), as co-collateral agents (each, a "DIP Co-Collateral Agent" and, collectively, the "DIP Co-Collateral Agents"[3]; as used in this Interim Order, the term "Required DIP Co-Collateral Agents" means, at any time, at least two of the DIP Co-Collateral Agents) (as such Debtor-In-Possession Credit Agreement may be amended, restated, supplemented, waived or otherwise modified from time to time, the "DIP Credit Agreement" and, together with this Interim Order, the Final Order (as defined herein), and all agreements, documents, and instruments delivered or executed in connection therewith (including any fee letters executed by the DIP Borrower in connection with the DIP Facilities and other guarantee and security documentation delivered or executed by the DIP Loan Parties, collectively, the "DIP Loan Documents")), allocated and made available to the DIP Borrower as follows:

(a) upon entry of this Interim Order, subject to the terms and conditions set forth in the DIP Credit Agreement, the other DIP Loan Documents, and the Interim Order, the DIP Revolving Commitments shall be available to the DIP Borrower to draw upon;

(b) upon entry of this Interim Order, subject to the terms and conditions set forth in the DIP Credit Agreement and other DIP Loan Documents, the repayment and refinancing of the Prepetition Revolving Loans via a "creeping" roll-up pursuant to the Interim Roll-Up (as defined herein); and, upon entry of the Final Order, subject to the terms and conditions set forth in the DIP Credit Agreement and the other DIP Loan Documents, an extension of DIP Revolving

[3] Capital One shall act as a DIP Co-Collateral Agent under this Interim Order, and have the rights of a DIP Co-Collateral Agent under this Interim Order, solely with respect to the consent and other rights of the DIP Co-Collateral Agents or the Required DIP Co-Collateral Agents, as applicable, specified in paragraph 4 of this Interim Order and in the corresponding provisions of the DIP Credit Agreement.

Loans to repay and refinance any remaining outstanding Prepetition Revolving Loans (all amounts so repaid and refinanced, the "Roll-Up DIP Revolving Loans");

(c) upon entry of the Final Order, subject to the terms and conditions set forth in the DIP Credit Agreement and the other DIP Loan Documents, an extension of DIP FILO Loans to repay and refinance outstanding Prepetition FILO Loans (such loans, the "Roll-up DIP FILO Loans" and, together with the Roll-Up DIP Revolving Loans, the "Roll-Up DIP Loans");

(ii) authorizing the Debtors to enter into and perform under the DIP Loan Documents;

(iii) authorizing the DIP Borrower, in its capacity as borrower, to obtain postpetition financing, and for the DIP Guarantors to guarantee, on a joint and several basis, the DIP Borrower's obligations in connection with the DIP Facilities, in accordance with the terms and conditions set forth in the DIP Loan Documents, and in accordance with the Approved Budget (as defined herein);

(iv) authorizing the Debtors to transfer, or in any event to be deemed to have transferred, all cash and collections and receipts of cash by the Debtors from any source, including accounts, sale of property, loan advances, or refunds (but excluding amounts reserved for the Carve Out (as defined herein)) (collectively, the "Collections") to the DIP Agent on each business day, which Collections shall be applied as set forth in paragraph 16 of this Interim Order;

(v) authorizing the Debtors to use the proceeds of the DIP Facilities and the Prepetition Collateral (as defined herein), solely in accordance with the DIP Loan Documents and the Approved Budget (subject to the Permitted Variance (as defined herein)), to provide working capital for, and for other general corporate purposes of, the Debtors, including for the payment of any Adequate Protection Payments (as defined herein) to the Prepetition ABL Agent (as defined herein), solely to the extent set forth in the DIP Credit Agreement and in this Interim Order;

(vi) granting adequate protection to the Prepetition Secured Parties (as defined herein) to the extent of any Diminution in Value (as defined herein) of their respective interests in the Prepetition Collateral;

(vii) granting to the DIP Agent, for the benefit of the DIP Secured Parties, valid, enforceable, binding, non-avoidable, and fully perfected first priority priming liens on and senior security interests in the DIP Collateral (as defined herein), all to the extent set forth herein and in the DIP Loan Documents, subject only to (1) the Carve Out and (2) the Prepetition Permitted Prior Liens (each as defined herein), with the priority set forth in the lien priority annex attached hereto as **Exhibit B** (the "Lien Priority Annex");

(viii) granting to the extent set forth herein and/or in the DIP Loan Documents superpriority administrative expense claims against each of the Debtors' estates to the DIP Agent, for the benefit of the DIP Secured Parties, with respect to the DIP Obligations (as defined herein) over any and all administrative expenses of any kind or nature, subject and subordinate only to the payment of the Carve Out on the terms and conditions set forth herein and in the DIP Loan Documents;

(ix) subject to and upon entry of the Final Order, waiving as to the DIP Secured Parties and the Prepetition ABL Secured Parties (as defined herein) the Debtors' and the estates' right to surcharge against the DIP Collateral and the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code;

(x) subject to and upon entry of the Final Order and to the extent set forth herein, providing that the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the DIP Secured Parties or the Prepetition ABL Secured Parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or any of the DIP Collateral, as applicable;

(xi) pursuant to Bankruptcy Rule 4001, holding an interim hearing (the "Interim Hearing") on the Motion before this Court to consider entry of this Interim Order, among other things, (1) authorizing Debtors to, on an interim basis, incur DIP Obligations in accordance with the Approved Budget under the DIP Facilities, (2) approving, on an interim basis, the DIP Facilities, including, to the extent set forth in this Interim Order, the Interim Roll Up,

(3) authorizing the DIP Guarantors to guarantee the DIP Obligations, (4) authorizing the Debtors' use of Prepetition Collateral, (5) granting the adequate protection described in this Interim Order, and (6) authorizing the Debtors to execute and deliver the DIP Loan Documents to which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith;

(xii) scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion and the entry of a final order (the "Final Order"), and approving the form of notice with respect to the Final Hearing; and

(xiii) granting related relief;

all as more fully set forth in the Motion; and upon the *Declaration of Marc Liebman, Chief Transformation Officer of the Debtors, In Support of Debtors' Chapter 11 Petitions and First Day Motions* (filed contemporaneously herewith); and the Court having jurisdiction to consider the Motion and the relief requested therein 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 September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, **BASED UPON THE RECORD ESTABLISHED AT THE INTERIM**

HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. *Petition Date*. On May 6, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey, commencing these chapter 11 cases (the "Cases").

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

C. *Committee*. As of the date hereof, no official committee of unsecured creditors (the "Committee") has been appointed in these Cases pursuant to section 1102(a)(1) of the Bankruptcy Code.

D. *Debtors' Stipulations*. Subject only to the rights of parties in interest specifically set forth in paragraph 12 of this Interim Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Interim Order), the Debtors stipulate and agree that (collectively, paragraphs D(i) through (vii) below are referred to herein as the "Debtors' Stipulations"):

(i) ***Prepetition ABL Credit Facility***

(a) *Prepetition ABL Credit Agreement.* Under that certain Credit Agreement, dated as of August 30, 2024 (as amended, amended and restated, restated, supplemented or

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

otherwise modified from time to time and in effect on the Petition Date, the "Prepetition ABL Credit Agreement" and, together with all other Loan Documents (as defined in the Prepetition ABL Credit Agreement) executed in connection therewith, the "Prepetition ABL Documents"), by and among Rite Aid Corporation (the "Prepetition Borrower"), the lenders from time to time party thereto (the "Prepetition ABL Lenders"), Bank of America, N.A., as administrative agent, collateral agent, and co-borrowing base agent (in such capacities, the "Prepetition ABL Agent"), Wells Fargo Bank, N.A., as co-borrowing base agent and syndication agent, each for the Prepetition ABL Lenders and the other Secured Parties (as defined in the Prepetition ABL Credit Agreement) (collectively, the "Prepetition ABL Secured Parties"), and pursuant to the *Order Approving the Disclosure Statement and Confirming the Second Amended Joint Chapter 11 Plan of Reorganization of Rite Aid and its Debtor Affiliates (with Further Modifications)* (*In re Rite Aid Corporation, et al.*, No. 23-18993 (MBK) (Bankr. D.N.J., Aug. 16, 2024) [ECF. No. 4532] (the "2024 Confirmation Order"), the Prepetition Borrower was provided with an asset-based credit facility consisting of (1) revolving commitments in an amount equal to $1,900,000,000.00 (the "Prepetition Revolving Commitments" and the loans outstanding pursuant thereto, the "Prepetition Revolving Loans" and the Obligations owed in connection therewith, the "Prepetition Revolving Obligations") and (2) a last-out term loan facility in an amount equal to $240,000,000.00 (the "Prepetition FILO Facility," and the loans outstanding pursuant thereto, the "Prepetition FILO Loans" and the Obligations owed in connection therewith, the "Prepetition

FILO Obligations," and the Prepetition FILO Loans together with the Prepetition Revolving Loans, the "Prepetition ABL Loans").

(b) *Prepetition ABL Obligations.* As of the Petition Date, the Prepetition Borrower was indebted to the Prepetition ABL Secured Parties pursuant to the Prepetition ABL Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $1,700,693,742.10 on account of Prepetition ABL Loans, *plus* (y) outstanding letters of credit with a face amount of not less than $67,783,353.00, *plus* (z) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Obligations (as defined in the Prepetition ABL Credit Agreement) owing under or in connection with the Prepetition ABL Documents (clauses (x), (y), and (z), collectively, the "Prepetition ABL Obligations" and the claims on account thereof, the "Prepetition ABL Claims").

(c) *Prepetition ABL Collateral*. In connection with the Prepetition ABL Credit Agreement, certain of the Debtors, in their respective capacities as Subsidiary Loan Parties (as defined in the Prepetition ABL Credit Agreement), entered into the Subsidiary Guarantee Agreement and the Security Agreement (as each term is defined in the Prepetition ABL Credit Agreement and referred to herein, together with related security agreements, documents and instruments, collectively, as the "Prepetition ABL Security Documents"). Pursuant to the Prepetition ABL Security Documents and the other Prepetition ABL Documents, the Prepetition ABL Obligations are secured by valid, binding, perfected, and enforceable security interests in and liens on the "Collateral" (as defined in the Prepetition ABL Credit Agreement and referred to herein as the "Prepetition Collateral," and the liens on and security interests in the Prepetition Collateral securing the Prepetition ABL Obligations, the "Prepetition ABL Liens").

(d) *Validity, Perfection, and Priority of Prepetition ABL Liens and Prepetition ABL Obligations.* Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (1) the Prepetition ABL Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (2) the Prepetition ABL Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral, with the priority set forth in the Prepetition ABL Documents and in the Prepetition Intercreditor Agreements (as defined herein); (3) subject to the Carve Out, the Prepetition ABL Liens are subject and subordinate only to valid, perfected, enforceable, and nonavoidable prepetition liens (if any) that are senior to the liens or security interests of the Prepetition ABL Secured Parties as of the Petition Date by operation of law or as otherwise permitted by the Prepetition ABL Documents, excluding any 1.5L Notes Liens (as defined herein), McKesson Liens (as defined herein), and 3L Notes Liens (as defined herein), (such liens, the "Permitted ABL Prior Liens"); (4) the Prepetition ABL Liens were granted to or for the benefit of the Prepetition ABL Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (5) the Prepetition ABL Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors; (6) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition ABL Liens or the Prepetition ABL Obligations exist, and no portion of the Prepetition ABL Liens or the Prepetition ABL Obligations is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (7) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition ABL Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition ABL Documents, the Prepetition ABL Obligations, or the Prepetition ABL Liens.

(ii) ***1.5L Rollover Notes Debt***

(a) *1.5L Rollover Notes.* Under that certain Indenture, dated as of August 30, 2024 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time and in effect on the Petition Date, the "1.5L Notes Indenture" and, together with all other documentation executed in connection therewith, including, without limitation, the Securities Documents (as defined in the 1.5L Notes Indenture), the "1.5L Notes Documents"), among the Prepetition Borrower, as issuer thereunder, the Subsidiary Guarantors (as defined in the 1.5L Notes Indenture, and, together with the Prepetition Borrower, the "1.5L Notes Obligors"), and U.S. Bank Trust Company, National Association, as trustee and securities collateral agent (in such capacities, the "1.5L Notes Trustee"), and pursuant to the 2024 Confirmation Order, the Prepetition Borrower issued floating rate senior secured notes due August 2031 (the "1.5L Secured Notes" and the debt issued pursuant thereto, the "1.5L Secured Notes Indebtedness" and the holders of such 1.5L Secured Notes, together with the 1.5L Notes Trustee, the "1.5L Notes Secured Parties").

(1) *1.5L Secured Notes Obligations.* As of the Petition Date, the 1.5L Notes Obligors were jointly and severally indebted to the 1.5L Notes Secured Parties pursuant to the 1.5L Notes Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $83,000,000 on account of the 1.5L Secured Notes, *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accountants', consultants', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other

contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Securities Obligations (as defined in the 1.5L Notes Indenture) owing under or in connection with the 1.5L Notes Documents (clauses (x) and (y), collectively, the "1.5L Notes Secured Obligations" and the claims on account thereof, the "1.5L Notes Secured Claims").

(2) *1.5L Notes Collateral*. In connection with the 1.5L Notes Indenture, certain of the Debtors entered into the Securities Collateral Documents (as defined in the 1.5L Notes Indenture and referred to herein as the "1.5L Notes Security Documents"). Pursuant to the 1.5L Notes Security Documents and the other 1.5L Notes Documents, the 1.5L Notes Secured Obligations are secured by valid, binding, perfected, and enforceable security interests in and liens on certain of the Prepetition Collateral, as set forth in the 1.5L Notes Security Documents (which, for the avoidance of doubt is subject to the priorities set forth in the applicable Prepetition Intercreditor Agreements) (such security interests and liens, the "1.5L Notes Liens").

(3) *Validity, Perfection, and Priority of 1.5L Notes Liens and 1.5L Notes Secured Obligations*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (A) the 1.5L Notes Liens encumber certain of the Prepetition Collateral, as set forth in the 1.5L Notes Security Documents and as the same existed on the Petition Date; (B) the 1.5L Notes Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in that certain Prepetition Collateral,

with the priority set forth in the 1.5L Notes Documents, subject to the applicable Prepetition Intercreditor Agreements; (C) subject to the Carve Out and the priorities set forth in the applicable Prepetition Intercreditor Agreements, the 1.5L Notes Liens are subject and subordinate only to valid, perfected, enforceable, and nonavoidable prepetition liens (if any) that are senior to the liens or security interests of the 1.5L Notes Secured Parties as of the Petition Date by operation of law or as otherwise permitted by the 1.5L Notes Documents, excluding any Prepetition ABL Liens, McKesson Liens, and Prepetition 3L Notes Liens (such liens, the "Permitted 1.5L Notes Prior Liens"); (D) the 1.5L Notes Liens were granted to or for the benefit of the 1.5L Notes Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, buying the 1.5L Secured Notes Indebtedness issued by the Prepetition Borrower; (E) the 1.5L Notes Secured Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors; (F) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the 1.5L Notes Liens or the 1.5L Notes Secured Obligations exist, and no portion of the 1.5L Notes Liens or the 1.5L Notes Secured Obligations is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (G) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the 1.5L Notes Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the 1.5L Notes Documents, the 1.5L Notes Secured Obligations, or the 1.5L Notes Liens.

(iii) ***McKesson Obligations***.

(a) *McKesson Supply Agreement.* Under that certain Supply Agreement dated as of August 30, 2024 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time and in effect on the Petition Date, the "McKesson Supply Agreement," and, together with all other documentation executed in connection therewith, including, without limitation, the Supply Documents (as defined in the McKesson Supply Agreement), the "McKesson Supply Documents") by and among the Prepetition Borrower and McKesson Corporation ("McKesson," and together with any other affiliated secured parties under the McKesson Supply Documents (as defined below), the "McKesson Secured Parties"), McKesson agreed to continue supplying goods to the Prepetition Borrower subject to the terms and conditions stated in the McKesson Supply Agreement.

(1) *McKesson Secured Obligations.* As of the Petition Date, the Prepetition Borrower was indebted to the McKesson Secured Parties pursuant to the McKesson Supply Agreement for trade payables, trade debt and other related obligations incurred in accordance with the McKesson Supply Agreement (collectively, the "McKesson Secured Obligations" and the claims under the McKesson Supply Agreement, the "McKesson Secured Claims").

(2) *McKesson Collateral*. In connection with the McKesson Supply Agreement, certain of the Debtors entered into the McKesson Supply Documents. Pursuant to the McKesson Supply Documents, the McKesson Secured Obligations are secured by valid, binding, perfected, and enforceable security interests in and liens on certain of the Prepetition Collateral, as set forth in the McKesson Supply Documents (which, for the avoidance of doubt is subject to the priorities set forth in the applicable Prepetition Intercreditor Agreements) (such security interests and liens, the "McKesson Liens").

(3) The McKesson Liens are subject and subordinate to valid, perfected, enforceable, and nonavoidable prepetition liens (if any) that are senior to the liens or security interests of the McKesson Secured Parties as of the Petition Date by operation of law or as otherwise permitted by the McKesson Supply Documents, excluding any

Prepetition ABL Liens, the 1.5L Notes Liens, and the 3L Notes Liens (such liens, the "Permitted McKesson Prior Liens").

(4) *Validity, Perfection, and Priority of McKesson Liens and McKesson Secured Obligations.* Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (A) the McKesson Liens encumber certain of the Prepetition Collateral, as set forth in the McKesson Supply Documents and as the same existed on the Petition Date; (B) the McKesson Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in that certain Prepetition Collateral, with the priority set forth in the McKesson Supply Documents, subject to the applicable Prepetition Intercreditor Agreements; (C) subject to the Carve Out and the priorities set forth in the applicable Prepetition Intercreditor Agreements, the McKesson Liens are subject and subordinate only to valid, perfected, enforceable, and nonavoidable prepetition liens (if any) that are senior to the liens or security interests of the McKesson Secured Parties as of the Petition Date by operation of law or as otherwise permitted by the McKesson Supply Documents, excluding any Prepetition ABL Liens, 1.5L Notes Liens, and Prepetition 3L Notes Liens (such liens, the "Permitted McKesson Prior Liens"); (D) the McKesson Liens were granted to or for the benefit of the McKesson Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, supplying products and services to certain of the Debtors pursuant to the McKesson Supply

Documents; and (E) the McKesson Secured Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors.

(iv) ***3L Takeback Notes Debt***

(a) *3L Takeback Notes.* Under that certain Indenture, dated as of August 30, 2024 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time and in effect on the Petition Date, the "3L Notes Indenture" and, together with all other documentation executed in connection therewith, including, without limitation, the Securities Documents (as defined in the 3L Notes Indenture), the "3L Notes Documents" and, together with the Prepetition ABL Documents, the 1.5L Notes Documents, and the McKesson Supply Documents, collectively, the "Prepetition Debt Documents"), among the Prepetition Borrower, as issuer thereunder, the Subsidiary Guarantors (as defined in the 3L Notes Indenture, and, together with the Prepetition Borrower, the "3L Notes Obligors"), and U.S. Bank Trust Company, National Association, as trustee and securities collateral agent (in such capacities, the "3L Notes Trustee" and, together with the Prepetition ABL Agent, the 1.5L Notes Trustee, and McKesson, collectively, the "Prepetition Agents"), and pursuant to the 2024 Confirmation Order, the Prepetition Borrower issued (i) 15.000% third-priority series A secured notes due August 2031 and (ii) 15.000% third-priority series B secured notes due August 2031 (collectively, the "3L Secured Notes" and the debt issued pursuant thereto, the "3L Secured Notes Indebtedness" and the holders of such 3L Secured Notes, together with the 3L Notes Trustee, the "3L Notes Secured

Parties" and, together with the Prepetition ABL Secured Parties, the 1.5L Secured Parties, and the McKesson Secured Parties, collectively, the "Prepetition Secured Parties").

(1) *3L Secured Notes Obligations.* As of the Petition Date, the 3L Notes Obligors were jointly and severally indebted to the 3L Notes Secured Parties pursuant to the 3L Notes Documents, without objection, defense, counterclaim, or offset of any kind, (x) in the aggregate principal amount of not less than $377,000,000 on account of the 3L Secured Notes, *plus* (y) accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accountants', consultants', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Securities Obligations (as defined in the 3L Notes Indenture) owing under or in connection with the 3L Notes Documents (clauses (x) and (y), collectively, the "3L Notes Secured Obligations" and, together with the Prepetition ABL Obligations, the 1.5L Notes Secured Obligations, and the McKesson Secured Obligations, collectively, the "Prepetition Secured Obligations", and the claims on account thereof, the "3L Notes Secured Claims" and, together with the Prepetition ABL Claims, the 1.5L Notes Secured Claims, and the McKesson Secured Claims, collectively, the "Prepetition Secured Claims").

(2) *3L Notes Collateral.* In connection with the 3L Notes Indenture, certain of the Debtors entered into the Securities Collateral Documents (as defined in the 3L Notes Indenture and referred to herein as the "3L Notes Security Documents"). Pursuant to the 3L Notes Security Documents and the other 3L Notes Documents, the 3L Notes Secured Obligations are secured by valid, binding, perfected, and enforceable security interests in and liens on certain of the Prepetition Collateral, as set forth in the 3L Notes Security Documents (which, for the avoidance of doubt is subject to the priorities set forth in the applicable Prepetition Intercreditor Agreements) (such security interests and liens, the "3L Notes Liens" and, together with the Prepetition ABL Liens, the 1.5L Notes Liens, and the McKesson Liens, collectively, the "Prepetition Liens").

(3) *Validity, Perfection, and Priority of 3L Notes Liens and 3L Notes Secured Obligations.* Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (A) the 3L Notes Liens encumber certain of the Prepetition Collateral, as set forth in the 3L Notes Security Documents and as the same existed on the Petition Date; (B) the 3L Notes Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in that certain Prepetition Collateral, with the priority set forth in the 3L Notes Documents, subject to the applicable Prepetition Intercreditor Agreements; (C) subject to the Carve Out and the priorities set forth in the applicable Prepetition Intercreditor Agreements, the 3L Notes Liens are subject and subordinate only to valid, perfected, enforceable, and nonavoidable prepetition liens

(if any) that are senior to the liens or security interests of the 3L Notes Secured Parties as of the Petition Date by operation of law or as otherwise permitted by the 3L Notes Documents, excluding any Prepetition ABL Liens, the 1.5L Notes Liens, and the McKesson Liens (such liens, the "Permitted 3L Notes Prior Liens" and, together with the Permitted ABL Prior Liens, the Permitted 1.5L Notes Prior Liens, and the Permitted McKesson Prior Liens, collectively, the "Prepetition Permitted Prior Liens"); (D) the 3L Notes Liens were granted to or for the benefit of the 3L Notes Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, buying the 3L Secured Notes Indebtedness issued by the Prepetition Borrower; (E) the 3L Notes Secured Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors; (F) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the 3L Notes Liens or the 3L Notes Secured Obligations exist, and no portion of the 3L Notes Liens or the 3L Notes Secured Obligations is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (G) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the 3L Notes Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the 3L Notes Documents, the 3L Notes Secured Obligations, or the 3L Notes Liens.

(v) *Cash Collateral*. Any and all of the Debtors' cash, including the Debtors' cash and other amounts on deposit or maintained in any banking, checking, or other deposit accounts by the Debtors, any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral or deposited into the Debtors' banking, checking, or other deposit accounts after the Petition Date, and the proceeds of any of the foregoing, wherever located, is the Prepetition Secured Parties' cash collateral within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

(vi) *Bank Accounts*. The Debtors acknowledge and agree that, as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system.

(vii) Intercreditor Agreements.

(a) *ABL/1.5L Intercreditor Agreement*. The Prepetition ABL Agent, as the "Senior ABL Agent", and the 1.5L Notes Trustee, as the "Junior Agent", are party to that certain Subordination and Intercreditor Agreement (1.5 Lien), dated as of August 30, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "ABL/1.5L Intercreditor Agreement"), which governs, among other things, the rights, interests, obligations, priority, and remedies of the Prepetition ABL Secured Parties as "Senior Secured Parties", on the one hand, and the 1.5L Notes Secured Parties as "Junior Secured Parties", on the other hand, with respect to the Prepetition Collateral.

(b) *ABL/1.5L/McKesson Intercreditor Agreement*. The Prepetition ABL Agent, the "Senior ABL Agent", the 1.5L Notes Trustee, as the "Senior 1.5 Lien Notes Trustee", and McKesson, as the "Supplier", are party to that certain Intercreditor Agreement, dated as of August 30, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "ABL/1.5L/McKesson Intercreditor Agreement"), which governs, among other things, the rights, interests, obligations, priority, and remedies of the Prepetition ABL Secured Parties and the 1.5L Notes Secured Parties as "Senior Secured Parties", on the one hand, and the McKesson Secured Parties, as "Supplier Secured Parties," on the other hand, with respect to the Prepetition Collateral.

(c) *ABL/3L Intercreditor Agreement*. The Prepetition ABL Agent, as the "Senior ABL Agent", and the 3L Notes Trustee, as the "Junior Agent" are party to that certain Subordination and Intercreditor Agreement (Third Lien), dated as of August 30, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "ABL 3L Intercreditor Agreement"), which governs, among other things, the rights, interests, obligations, priority, and remedies of the Prepetition ABL Secured Parties as "Senior Secured Parties", on the one hand, and the 3L Notes Secured Parties as "Junior Secured Parties", on the other hand, with respect to the Prepetition Collateral.

(d) *1.5L/3L Intercreditor Agreement*. The 1.5L Notes Trustee, as the "Senior Notes Agent", and the 3L Notes Trustee, as the "Junior Agent", are party to that certain Subordination and Intercreditor Agreement (1.5 Lien and Third Lien), dated as of August 30, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "1.5L/3L Intercreditor Agreement"), which governs, among other things, the rights, interests, obligations, priority, and remedies of the 1.5L Notes Secured Parties as "Senior Secured Parties", on the one hand, and the 3L Notes Secured Parties as "Junior Secured Parties", on the other hand, with respect to the Prepetition Collateral.

(e) *McKesson/3L Intercreditor Agreement*. McKesson, as "Senior Supplier", and the 3L Notes Trustee, as "Junior Agent", are party to that certain Subordination and Intercreditor Agreement (Second Lien / Third Lien), dated as of August 30, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "McKesson/3L Intercreditor Agreement" and, together with the ABL/1.5L Intercreditor Agreement, the ABL/1.5L/McKesson Intercreditor Agreement, the ABL 3L

Intercreditor Agreement, and the 1.5L/3L Intercreditor Agreement, collectively, the "Prepetition Intercreditor Agreements"), which governs, among other things, the rights, interests, obligations, priority, and remedies of the McKesson Secured Parties as "Senior Secured Parties", on the one hand, and the 3L Notes Secured Parties as "Junior Secured Parties", on the other hand, with respect to the Prepetition Collateral.

Continuing Effect of Intercreditor Agreements; Interim DIP Order Controls. Each of the DIP Secured Parties, the Prepetition ABL Secured Parties, the 1.5L Secured Parties, McKesson, and the 3L Secured Parties are parties to or have otherwise acknowledged and agreed to, and are bound by, each of the applicable Prepetition Intercreditor Agreements to which the applicable Prepetition Agent is a party. Pursuant to section 510 of the Bankruptcy Code, the Prepetition Intercreditor Agreements, and any other applicable intercreditor or subordination provisions contained in any of the Prepetition Debt Documents, shall (1) remain in full force and effect, (2) continue to govern the relative obligations, priorities, rights, and remedies of the DIP Secured Parties and the Prepetition Secured Parties with respect to the DIP Collateral and the Prepetition Collateral, as applicable, (3) the Prepetition Intercreditor Agreements shall apply and govern the respective rights, obligations, and priorities of each of the DIP Agent, the other DIP Secured Parties, and the Prepetition Secured Parties with respect to the Prepetition Collateral and the DIP Collateral, as applicable, in the Cases and any Successor Cases subject in all respects to the Carve Out and the relative priorities set forth on the Lien Priority Annex, and (4) not be deemed to be amended, altered, or modified by the terms of this Interim Order unless expressly set forth herein or therein. Notwithstanding the foregoing, to the extent there exists any conflict among the terms and conditions of any of the Prepetition Debt Documents, including the Prepetition Intercreditor Agreements, or the DIP Documents and this Interim Order, the terms and conditions of this Interim Order shall govern and control.

E. *Findings Regarding the DIP Facilities and Use of Cash Collateral*.

The Debtors have an immediate need to obtain the DIP Facilities and to use Cash Collateral (solely to the extent consistent with the Approved Budget) to, among other things, (A) permit the orderly continuation of their businesses; (B) pay certain Adequate Protection Payments; (C) pay the costs of administration of the estates and monetization of their assets and satisfy other working capital and general corporate purposes of the Debtors; and (D) repay the Prepetition ABL Loans as set forth herein and subject to the rights preserved in paragraph 12 of this Interim Order. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' going concern values and successful asset monetization. The Debtors will not have sufficient sources of working capital and financing to operate their businesses and sell their assets throughout the Cases without access to the DIP Facilities and authorized use of Cash Collateral.

(i) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Loan Documents, respectively, and are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Loan Documents without the Debtors granting to the DIP Secured Parties the DIP Liens (as defined herein) and the DIP Superpriority Claims (as defined herein) under the terms and conditions set forth in this Interim Order and the DIP Loan Documents.

(ii) As a condition to entry into the DIP Credit Agreement, the extension of credit under the DIP Facilities, and authorization to use Cash Collateral, the Debtors, the DIP Secured Parties, and the requisite Prepetition Secured Parties have agreed that, as of and commencing on the date of the Interim Hearing, the Debtors shall apply the proceeds of Prepetition Collateral and DIP Collateral in accordance with paragraph 16 of this Interim Order, including, without limitation: (a) the Interim Roll-Up as set forth in the DIP Credit Agreement and in accordance with the terms of this Interim Order and (b) upon entry of the Final Order, (i) the repayment and refinancing of any remaining outstanding Prepetition Revolving Loans with proceeds of the Roll-Up DIP Revolving Loans as set forth in the DIP Credit Agreement and in accordance with the terms of the Final Order, and (ii) the repayment and refinancing of outstanding Prepetition FILO Loans with proceeds of the Roll-Up DIP FILO Loans as set forth in the DIP Credit Agreement and in accordance with the terms of the Final Order.

(iii) The Roll-Up DIP Loans shall be authorized as compensation, and in consideration for, the agreement of the Prepetition ABL Lenders to fund amounts under the DIP Facilities and not as payments under, adequate protection for, or otherwise on account of, any Prepetition ABL Obligations or any other Prepetition Secured Obligations. The Prepetition ABL Lenders would not otherwise consent to the use of Cash Collateral or the subordination of their Prepetition ABL Liens to the DIP Liens or the Carve-Out, and the DIP Secured Parties would not be willing to provide the DIP Facilities or extend credit to the Debtors thereunder without the repayment and refinancing of the Prepetition ABL Loans with the proceeds of the Roll-Up DIP Loans. Because the repayment and refinancing of the Prepetition ABL Obligations as set forth in the DIP Credit Agreement, this Interim Order, and any Final Order is aligned with the Bankruptcy Code's priority of payments mandate and subject to rights preserved in paragraph 12 of this Interim Order, such repayment and refinancing will not prejudice the rights of any party in interest.

(iv) The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Facilities and as further described below, will enable the Debtors to obtain the DIP Facilities and to continue to operate their businesses to the benefit of their estates and creditors. Subject to paragraph 9(d) of this Interim Order, each of the Prepetition Agents, for the benefit of itself and the other applicable Prepetition Secured Parties, is entitled to receive adequate protection as set forth in this Interim Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, for any

Diminution in Value of each of the Prepetition Secured Parties' respective interests in the Prepetition Collateral (including Cash Collateral).

(v) The DIP Facilities have been negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties, and (x) the DIP Facilities, including the Approved Budget, represent the best possible terms available to the Debtors under the circumstances to satisfy claims and liabilities from the proceeds of the monetization of the Prepetition Collateral and (y) all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facilities and the DIP Loan Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Loan Documents and all other DIP Obligations, in each case shall be deemed to have been extended by the DIP Secured Parties 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. The DIP Obligations, the DIP Liens, and the DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to any DIP Secured Party or any Prepetition Secured Party hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

(vi) *Adequate Protection*. Each of the Prepetition Secured Parties are entitled, pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, to the extent of any Diminution in Value thereof.

(vii) *Sections 506(c) and 552(b)*. In light of the DIP Secured Parties' and the Prepetition ABL Secured Parties' undertakings as set forth herein, the DIP Secured Parties and the Prepetition ABL Secured Parties are entitled to the rights and benefits of section 552(b) of the Bankruptcy Code and, subject to and upon entry of the Final Order, (A) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code and (B) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(viii) *Consent by Prepetition ABL Agent*. The Prepetition ABL Agent, on behalf and for the benefit of each of the Prepetition ABL Secured Parties, has consented to, conditioned on the entry of this Interim Order and the DIP Loan Documents, the Debtors' incurrence of the DIP Facilities and proposed use of Cash Collateral on the terms and conditions set forth in this Interim Order, including, without limitation, the terms of the adequate protection provided for in this Interim Order.

(ix) *Consent by 1.5L Notes Trustee*. The 1.5L Notes Trustee, on behalf of and for the benefit of each of the 1.5L Notes Secured Parties, pursuant to the ABL/1.5L

Intercreditor Agreement, is deemed to consent to, conditioned on the entry of this Interim Order, the Debtors' incurrence of the DIP Facilities and proposed use of Cash Collateral on the terms and conditions set forth in this Interim Order and the DIP Loan Documents, including, without limitation, the terms of the adequate protection provided for in this Interim Order.

(x) *Consent by McKesson*. McKesson, pursuant to the ABL/1.5L/McKesson Intercreditor Agreement, is deemed to consent to, conditioned on the entry of this Interim Order, the Debtors' incurrence of the DIP Facilities and proposed use of Cash Collateral on the terms and conditions set forth in this Interim Order and the DIP Loan Documents, including, without limitation, the terms of the adequate protection provided for in this Interim Order.[5]

(xi) *Consent by 3L Notes Trustee*. The 3L Notes Trustee, on behalf and for the benefit of each of the 3L Notes Secured Parties, pursuant to the ABL 3L Intercreditor Agreement, is deemed to consent to, conditioned on the entry of this Interim Order, the Debtors' incurrence of the DIP Facilities and proposed use of Cash Collateral on the terms and conditions set forth in this Interim Order and the DIP Loan Documents, including, without limitation, the terms of the adequate protection provided for in this Interim Order.

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[5] The McKesson Secured Parties reserve all rights with respect to any 1.5L Notes Secured Obligations, if any, incurred in excess of the "Senior 1.5 Lien Notes Cap" under and as defined in the ABL/1.5L/McKesson Intercreditor Agreement.

F. *Good Cause Shown; Best Interest*. Good cause has been shown for entry of this Interim Order, and entry of this Interim Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for an orderly and efficient sales and monetization process. Absent granting the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed and the liabilities to be satisfied from the proceeds of the DIP Facilities in accordance with the Approved Budget would be at risk of remaining unpaid.

G. *Notice*. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and Local Rules, notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested herein, and of the Interim Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and applicable Local Rules.

H. *Arm's Length, Good Faith Negotiations*. The terms of this Interim Order were negotiated in good faith and at arm's length between the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties. The DIP Secured Parties and the Prepetition Secured Parties have acted without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the Debtors' incurrence of the DIP Facilities and the use of Cash Collateral, including in respect of all of the terms of this Interim Order, all documents related thereto, and all transactions contemplated by the foregoing.

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

IT IS HEREBY ORDERED THAT:

1. Motion Granted. The Motion is granted on an interim basis as set forth herein.

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

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

(a) The Debtors are hereby immediately authorized and empowered to enter into, execute and deliver, and perform under the DIP Loan Documents, including the DIP Credit Agreement, and such additional documents, instruments, certificates and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Interim Order and the DIP Loan Documents and to repay and refinance certain of the outstanding Prepetition ABL Obligations with the proceeds of DIP Loans as set forth in this Interim Order. Upon entry of this Interim Order and until execution and delivery of the DIP Credit Agreement and other DIP Loan Documents required or requested by the DIP Secured Parties, the Debtors and the DIP Secured Parties shall be bound by (x) the terms and conditions and other provisions set forth in the other DIP Loan Documents (including the fee letters executed in connection therewith) with the same force and effect as if duly executed and delivered by the Debtors to the DIP Agent and, as applicable, any other DIP Secured Party, and (y) this Interim

Order and the other DIP Loan Documents (including the fee letters executed in connection therewith) shall govern and control the DIP Facilities. Upon entry of this Interim Order, the Interim Order, the DIP Credit Agreement and other DIP Loan Documents shall govern and control each of the respective DIP Facilities. The DIP Agent and, as applicable, the other DIP Secured Parties are hereby authorized to enter into and execute, and perform their obligations under, the DIP Loan Documents, subject to the terms and conditions set forth therein and this Interim Order. Upon execution and delivery thereof, the DIP Loan Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms and conditions of the DIP Loan Documents and this Interim Order, the terms and conditions of this Interim Order shall govern and control.

(b) Upon entry of this Interim Order, the DIP Borrower is hereby authorized to borrow or request, as applicable, borrowings of DIP Loans and other extensions of credit under the DIP Credit Agreement in accordance with the Approved Budget, and the DIP Guarantors are hereby authorized to guarantee the DIP Obligations, in each case, in accordance with the terms of the DIP Loan Documents and this Interim Order; *provided* that the DIP Borrower shall be authorized to incur DIP Loans and other extensions of credit under the DIP Facilities only as and when the applicable conditions for making such DIP Loans or other extensions of credit under the DIP Credit Agreement are satisfied. Upon entry of the Interim Order, all Bank Products and Cash Management Services (as each term is defined in the Prepetition ABL Credit Agreement) issued or provided by the Prepetition ABL Secured Parties shall continue in place in accordance with their existing and program terms and all obligations under or in connection with such Bank Products and Cash Management Services shall constitute DIP Obligations, and (ii) all Existing Letters of Credit (as defined in the DIP Credit Agreement) issued or provided by the Prepetition ABL Agent shall be automatically deemed issued under the DIP Credit Agreement.

(c) Upon entry of this Interim Order and execution and delivery of the DIP Credit Agreement, without any further action by the Debtors or any other party, the Debtors shall be authorized to repay and refinance the Prepetition Revolving Obligations pursuant to the Interim Roll-Up.

(d) Upon entry of the Final Order, (i) the Debtors shall be authorized and deemed to have repaid and refinanced any remaining outstanding Prepetition Revolving Loans and all accrued and unpaid interest thereon and fees and expenses relating thereto by and with Roll-Up DIP Revolving Loans, and (ii) the Debtors shall be authorized and deemed to have repaid and refinanced outstanding Prepetition FILO Loans and all accrued and unpaid interest thereon and fees and expenses relating thereto by and with Roll-Up DIP FILO Loans.

(e) In accordance with the terms of this Interim Order and the DIP Loan Documents, the proceeds of borrowings and of the letters of credit issued under the DIP Facilities and of Cash Collateral shall be used solely for purposes permitted under the DIP Loan Documents and this Interim Order, and in accordance with the Approved Budget (as defined herein), subject to the Carve Out and the Permitted Variance as set forth in this Interim Order and the DIP Loan Documents. Attached as **Exhibit C** hereto and incorporated herein by reference is a summary of the initial budget prepared by the Debtors and approved by the DIP Agent and Wells Fargo in its capacity as a DIP Co-Collateral Agent in accordance with the DIP Credit Agreement for the period of thirteen weeks commencing on or about the Petition Date (as such budget may hereafter be updated, amended or otherwise modified from time to time in accordance with the DIP Credit Agreement, the "Approved Budget").

(f) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted to the extent necessary, to perform all acts and to make, execute, and deliver all agreements, documents and instruments, and to pay all fees (including all amounts owed to the DIP Secured Parties under the DIP Loan Documents) that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facilities, including, without limitation:

(1) the execution, delivery, and performance of the DIP Loan Documents, including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby;

(2) the non-refundable payment to and/or on behalf of the DIP Agent of the premiums or professional fees referred to in the DIP Loan Documents, including (x) all premiums, fees and other amounts owed to the DIP Agent, (y) all reasonable and documented costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented

fees and expenses of counsel and other professionals retained as provided for in the DIP Loan Documents and this Interim Order (whether incurred before or after the Petition Date), including, for the avoidance of doubt, Choate, Hall & Stewart LLP (as counsel to the DIP Agent), Berkeley Research Group, LLC (as financial advisor to the DIP Agent), Greenberg Traurig, LLP (as local bankruptcy counsel to the DIP Agent), and any other professionals necessary to represent the interests of the DIP Agent, as provided for in the DIP Loan Documents (collectively, the "DIP Advisors"), which such fees and expenses referred to in the foregoing clauses shall not be subject to the approval of the Court, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court; *provided* that any fees and expenses of the DIP Advisors shall be subject to the provisions of this Interim Order, including paragraph 22, and the Approved Professional Fee Budget; and

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

(g) Upon entry of this Interim Order, the DIP Loan Documents, the DIP Obligations, and the DIP Liens shall constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against each Debtor party thereto in accordance with their respective terms and the terms of this Interim Order for all purposes during the Cases, any subsequently converted case of any Debtor to a case under chapter 7 of the Bankruptcy Code (any such case, a "Successor Case") or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement or other DIP Loan Documents or this Interim Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted (a) to or on behalf of the DIP Agent, on behalf of any of the DIP Secured Parties, or (b) to or on behalf of the Prepetition Agents, on behalf of any of the Prepetition Secured Parties, in each case, pursuant to the DIP Loan Documents, the provisions of this Interim Order, or any subsequent order of this Court, shall be 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, section 506(c) or the "equities of the case" exception of section 552(b) of the Bankruptcy Code (and solely in the case of waivers of rights under sections 506(c) and 552(b) of the Bankruptcy Code, subject to entry of the Final Order).

(h) The DIP Guarantors are hereby authorized to jointly, severally, and unconditionally guarantee, and upon entry of this Interim Order shall be deemed to have guaranteed, in full, all of the DIP Obligations. The DIP Loan Parties shall be jointly and severally liable for the DIP Obligations.

4. Approved Budget and Approved Budget Variance Reports; Minimum Availability.

(a) Each Approved Budget shall include a thirteen week cash budget, including information on a line item basis as specified in the DIP Credit Agreement.

(b) The Approved Budget may be updated, modified or supplemented from time to time by the Debtors with the prior written consent of each of the DIP Agent and the Required DIP Co-Collateral Agents, and shall be updated from time to time upon the written request of either of the DIP Agent or the Required DIP Co-Collateral Agents; *provided* that, (i) on or before the date that is the earlier of (x) 3 days after the conclusion of the Specified Retail / Pharmacy Assets Auction (as defined in **Exhibit D** attached hereto) and (y) May 21, 2025 (the "Initial Post-Auction Budget Update"), (ii) on or before the date that is the earlier of (x) 3 days after the conclusion of the Specified Other Assets Auction (as defined in **Exhibit D** attached hereto) and (y) June 27, 2025 (the "Subsequent Post-Auction Budget Update" and, together with the Initial Post-Auction Budget Update, the "Post-Auction Budget Updates"), and (iii) on or before the fourth business day of the first week (but in any event not later than Friday of such week) of each successive four-week period following the Closing Date (as defined in the DIP Credit Agreement) (i.e., commencing with the week of May 25, 2025) (the "Periodic Budget Updates"), the Debtors shall submit an updated budget for the next successive thirteen-week period (it being understood that, unless otherwise agreed by the DIP Agent and the Required DIP Co-Collateral Agents, each updated budget shall only add projections for periods not previously covered by any Approved Budget and shall not modify any prior periods) to the DIP Agent, the DIP Co-Collateral

Agents and counsel and other professionals (the "Ad Hoc Secured Noteholder Group Advisors") for the ad hoc group of certain Prepetition Notes Secured Parties (the "Ad Hoc Secured Noteholder Group") and to McKesson and its counsel. Each such updated, modified or supplemented budget shall be approved by, and in form and substance satisfactory to, each of the DIP Agent and the Required DIP Co-Collateral Agents, and no such updated, modified or supplemented budget shall be effective until so approved in writing and once so approved shall be deemed an Approved Budget; *provided* that, in the event the Debtors and each of the DIP Agent and the Required DIP Co-Collateral Agents cannot (while acting in good faith) agree as to an updated, modified or supplemented budget, such disagreement shall give rise to an Event of Default (as defined in the DIP Credit Agreement) once the period covered by the most recent Approved Budget has terminated. Each Approved Budget delivered to the DIP Agent and the DIP Co-Collateral Agents shall be accompanied by such supporting documentation as reasonably requested by the DIP Agent and/or any DIP Co-Collateral Agent. Notwithstanding anything to the contrary in this Interim Order or in the DIP Loan Documents, upon delivery of each of the Post-Auction Budget Updates (but not, for the avoidance of doubt, any Periodic Budget Update), if any of such Post-Auction Budget Updates are not in form and substance acceptable to the DIP Agent and the Required DIP Co-Collateral Agents (other than with respect to the Employee Expenses), within two business days after the timely delivery thereof, such disagreement shall, at the election of the DIP Agent and the Required DIP Co-Collateral Agents, give rise to an immediate Event of Default (as defined in the DIP Credit Agreement).

(c) The Debtors shall perform in accordance with the Approved Budget and the Weekly Disbursements Schedule, subject to the following (the "Permitted Variance"), which shall be tested in accordance with the DIP Credit Agreement commencing with the first calendar week following the Closing Date (i.e., commencing with the Cumulative Four-Week Period (as defined herein) ending on May 10, 2025 or the Weekly Period ending on May 10, 2025, as applicable), as follows: (i) the Actual Cash Receipts (as such term is defined in the DIP Credit Agreement) for any Cumulative Four-Week Period shall not be less than 92.5% of the Budgeted Cash Receipts (as such term is defined in the DIP Credit Agreement) for such Cumulative Four-Week Period, as set forth in the most recent Approved Budget; *provided* that for each of the first three (3) Weekly Periods following the Closing Date, Actual Cash Receipts for (x) such Weekly Period and (y) the most recent Cumulative Period (as of the last day of the Prior Week) shall not, in each case, be less than 90.0% of the Budgeted Cash Receipts for such Weekly Period or Cumulative Period, as applicable, as set forth in the most recent Approved Budget, (ii) the Actual Operating Disbursement Amounts (as such term is defined in the DIP Credit Agreement) for any Cumulative Four-Week Period shall not be greater than 102.5% of the Budgeted Operating Disbursement Amounts (as such term is defined in the DIP Credit Agreement) for such Cumulative Four-Week Period, as set forth in the most recent Approved Budget; provided that for each of the first three (3) Weekly Periods following the Closing Date, Actual Operating Disbursement Amounts for (x) such Weekly Period and (y) the most recent Cumulative Period (as of the last day of the Prior Week) shall not, in each case, be less than 105.0% of the Budgeted Operating Disbursement Amounts for such Weekly Period or Cumulative Period, as applicable, as set forth in the most recent Approved Budget, (iii) the Actual Non-Operating Disbursement Amounts (as such term is defined in the DIP Credit Agreement) for any Cumulative Four-Week Period shall not be greater than 102.5% of the Budgeted Non-Operating Disbursement Amounts (as such term is defined in the DIP Credit Agreement) for such Cumulative Four-Week Period, as set forth in the most recent Approved Budget; provided that for each of the first three (3) Weekly Periods following the Closing Date, Actual Non-Operating Disbursement Amounts for (x) such Weekly Period and (y) the most recent Cumulative Period (as of the last day of the Prior Week) shall not be greater than 105.0% of the Budgeted Non-Operating Disbursement Amounts for such Weekly Period or Cumulative Period, as applicable, as set forth in the most recent Approved Budget and (iv) the sum of the Total Revolving Outstandings *plus* the Pre-Petition Total Revolving Outstandings (as each such term is defined in the DIP Credit Agreement) as of the last day of any Weekly Period shall not be greater than 102.5% of the sum of the projected Total Revolving Outstandings *plus* the projected Pre-Petition Total Revolving Outstandings as of the last day of such Weekly Period, as set forth in the most recent Approved Budget; provided that, for the first three (3) Weekly Periods following the Closing Date, the sum of the Total Revolving Outstandings *plus* the Pre-Petition Total Revolving Outstandings as of (x) the last day of any Weekly Period and (y) the most recent Cumulative Period (as of the last day of the Prior Week) shall not, in each case, be greater than

105.0% of the sum of the projected Total Revolving Outstandings plus the projected Pre-Petition Total Revolving Outstandings as of the last day of such Weekly Period or Cumulative Period, as applicable, as set forth in the most recent Approved Budget. To the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses incurred by persons or firms retained by any party that the Debtors seek to pay shall not exceed the amounts set forth in the Approved Budget. As used herein, the following terms have the meanings specified below:

(1) "Approved Professional Fee Budget" means the portion of the detailed Approved Budget delivered to the DIP Agent in accordance with the DIP Credit Agreement appearing in the "RX PF Cash" tab (or any successor tab) of such detailed Approved Budget, which Approved Professional Fee Budget shall provide for the fees and expenses of each professional covered thereby on a line item basis.

(2) "Cumulative Four-Week Period" means, as of any date of determination thereof, the four-week period up to and through the Saturday of the most recent week then ended, or if a four-week period has not then elapsed from the Petition Date, such shorter period since the Petition Date through the Saturday of the most recent week then ended.

(3) "Cumulative Period" means, as of any date of determination thereof, the period from the Petition Date through the Saturday of the most recent week ended.

(4) "Weekly Period" means, as of any date of determination thereof, the weekly period up to and through the Saturday of the most recent week then ended as of such date, or such shorter period since the Petition Date through the Saturday of the most recent week then ended as of such date.

(d) The Debtors shall deliver to the DIP Agent, the DIP Co-Collateral Agents, the DIP Advisors, and the Ad Hoc Secured Noteholder Group Advisors by not later than 5:00 p.m. (prevailing Eastern time) on the third business day of each week (but in any event not later than Thursday of such week) or, if extended in writing by the DIP Agent in its sole discretion for any week, not later than 5:00 p.m. on Friday of such week (commencing with the first such day of the first full calendar week following the entry of this Order), a Compliance Certificate (as such term is defined in the DIP Credit Agreement), which shall, among other things, attach an Approved Budget Variance Report (as such term is defined in the DIP Credit Agreement), detailing the Debtors' performance relative to the Approved Budget and the Weekly Disbursements Schedule, all in the manner contemplated by the DIP Credit Agreement.

(e) Commencing on the Closing Date and on the fourth business day of each calendar week thereafter (but in any event no later than Thursday of such week), Rite Aid shall deliver to the DIP Agent, the DIP Co-Collateral Agents (which delivery may be completed through delivery to the DIP Advisors), and the Ad Hoc Secured Noteholder Group Advisors a detailed daily schedule of all disbursements to be funded with proceeds of the DIP Revolving Facility during the following calendar week, in a form consistent with the disbursements categories set forth in the Approved Budget and, if requested by the DIP Agent and/or any DIP Co-Collateral Agent, identifying each payee with respect to such disbursement (the "Weekly Disbursements Schedule"). The DIP Lenders shall not be obligated to fund DIP Revolving Loans or other credit extensions under the DIP Revolving Facility in an amount in excess of 105% of the amounts specified in the Weekly Disbursements Schedule in accordance with the definition of Credit Extension Conditions set forth in the DIP Credit Agreement.

5. Access to Records. The Debtors shall provide (i) the DIP Advisors with all reporting and other information provided to the Prepetition ABL Agent under the Prepetition ABL Documents, and (ii) the Ad Hoc Secured Noteholder Group Advisors with all reporting and other information provided to the 1.5L Notes Trustee and the 3L Notes Trustee under the 1.5L Notes Indenture and the 3L Notes Indenture, respectively. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Loan Documents, upon reasonable notice to Debtors' counsel (email being sufficient), Debtors shall permit representatives, agents, and employees of the DIP Agent to have reasonable access to (i) inspect the Debtors' assets, and (ii) all information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and the DIP Agent shall be provided with access to all information they shall reasonably request, excluding any information that (x) constitutes trade secrets or proprietary information, (y) in respect of which disclosure to the DIP Agent (or its respective representatives or contractors) is prohibited by applicable law,

court order or regulation or any contractual obligation or (z) is subject to attorney-client or similar privilege or constitutes attorney work product; *provided* that, in the event that any Debtor does not provide any document or information in reliance on the foregoing clauses (y) or (z), Rite Aid shall provide notice to the DIP Agent that such documents or information is being withheld and Rite Aid and the other Debtors shall use commercially reasonable efforts to communicate the applicable documents or information in a way that would not violate the applicable obligation or risk waiver of such privilege.

6. DIP Superpriority Claims.

(a) Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors' estates (the "DIP Superpriority Claims") (without the need to file any proof of claim) with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall for the purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the

Bankruptcy Code and which shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, without limitation, subject to entry of this Interim Order, all DIP Collateral (as defined herein), subject and subordinate only to the payment of the Carve Out as provided for herein.

(b) All DIP Superpriority Claims shall be senior in right of payment to the Adequate Protection Superpriority Claims (as defined herein), and junior in right of payment to the Carve Out.

(c) Except as set forth in this Interim Order or the Final Order or provided for in the DIP Loan Documents, no other superpriority claims shall be granted or allowed in these Cases.

7. DIP Liens.

(a) As security for the DIP Obligations, immediately upon, and effective and perfected upon, the entry of this Interim Order, and without the necessity of the execution by the Debtors (or recordation or other filing) of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar instruments or document, or the possession or control by the DIP Agent or any other DIP Secured Party of, or over, any DIP Collateral, the DIP Agent, for the benefit of itself and each of the other DIP Secured Parties, is hereby granted continuing, valid, binding, enforceable, nonavoidable, and automatically and properly perfected security interests in and liens on (collectively, the "DIP Liens") all DIP Collateral as collateral security for the prompt and complete performance and payment when due (whether at the stated maturity, by acceleration or otherwise) of all DIP Obligations. The DIP Collateral shall include all assets and properties (whether tangible or intangible), whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Debtors (including under any trade names, styles, or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Debtors, and regardless of where located, including, without limitation, (i) any assets or properties of the type that would constitute Prepetition Collateral or the proceeds thereof but for application of section 552(b) of the Bankruptcy Code, (ii) the Debtors' commercial tort claims, (iii) all leasehold interests with respect to any real property, (iv) claims or causes of action arising under chapter 5 of the Bankruptcy Code, if any ("Avoidance Actions") and any and all proceeds or property recovered in connection with the pursuit thereof, but only upon entry of a Final Order (other than those claims and causes of action arising under Section 549 of the Bankruptcy Code), (v) upon entry of the Final Order, the Debtors' rights under section 506(c) of the Bankruptcy Code, and (vi) any proceeds of any of the foregoing (collectively, the "DIP Collateral").

(b) Notwithstanding paragraph 7(a) of this Interim Order, the DIP Collateral shall not include (i) leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease except as permitted pursuant to applicable non-bankruptcy law (but shall include the proceeds of the sale or disposition of such leases), and (ii) any security deposits (in possession of the Debtors or the landlord) or the Debtors' interests, if any, in pre-paid rent, unless liens on such security deposits or pre-paid rent are expressly permitted pursuant to the underlying lease documents; provided that, the DIP Collateral shall include any such security deposits or pre-paid rent upon reversion thereof to the Debtors, if at all, as well as any proceeds or value of such leasehold interests whether by sale, financing, or other disposition or form of transfer, termination or transaction.

8. Perfection and Priority of DIP Liens.

(a) Pursuant to section 364(c) and 364(d) of the Bankruptcy Code, the DIP Liens on the DIP Collateral securing the DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority and superior to any security, mortgage, collateral interest, lien or claim to any of the DIP Collateral, except that the DIP Liens on the DIP Collateral shall be subject to the Carve Out as set forth in this Interim Order and subject to the priorities and terms of the applicable Prepetition Intercreditor Agreements, this Interim Order, and the Lien Priority Annex.

(b) Except as expressly set forth in this Interim Order (including the Lien Priority Annex) and subject to the Carve Out, the DIP Liens: (a) shall not be made subject to or pari passu with (i) any lien or security interest heretofore granted (other than Permitted Prior Liens as defined in the DIP Credit Agreement) or hereinafter granted in any of the Cases or any Successor Cases (as defined herein), and shall be valid and enforceable against the Debtors, their estates, any trustee or any other estate representative appointed or elected in the Cases or any Successor Cases and/or upon the dismissal of any of the Cases or any Successor Cases, (ii) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy

Code, and (iii) any intercompany or affiliate lien; and (b) shall, upon entry of the Final Order, not be subject to sections 506(c), 510, 550, or 551 of the Bankruptcy Code.

9. Adequate Protection for the Prepetition Secured Parties. Subject only to the Carve Out and the terms of this Interim Order, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), to the extent of any diminution in value of such interests (each such diminution, a "Diminution in Value"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors' use of the Prepetition Collateral (including Cash Collateral), the imposition of the automatic stay, and the accrual of postpetition interest, fees, and other amounts on the Prepetition Secured Obligations and the DIP Obligations, each of the Prepetition Agents, for the benefit of themselves and the respective Prepetition Secured Parties, is hereby granted and the Debtors are authorized to provide the following (collectively, the "Adequate Protection Obligations"):

(a) *Adequate Protection Liens*. As security for any Diminution in Value, each of the Prepetition Agents, for the benefit of themselves and the respective Prepetition Secured Parties, is hereby granted additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens as of the date of this Interim Order (together, the "Adequate Protection Liens"), without the necessity of the execution by the Debtors (or recordation or other filing) of any Security Document, on all DIP Collateral, subject to the priorities and terms of this Interim Order, the Lien Priority Annex, and the Prepetition Intercreditor Agreements. Subject to the Carve Out, the Lien Priority Annex, and the Prepetition Intercreditor Agreements, the Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code).

(b) *Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, each of the Prepetition Agents, for the benefit of themselves and the respective Prepetition Secured Parties, is hereby granted allowed administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any postpetition Diminution in Value (the "Adequate Protection Superpriority Claims"), but junior to the Carve Out and the DIP Superpriority Claims and with the priorities set forth in the Prepetition Intercreditor Agreements. Except for the Carve Out and the DIP Superpriority Claims, the Adequate Protection Superpriority Claims shall be senior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(d), 726, 1113 and 1114 of the Bankruptcy Code. Except to the extent expressly set forth in this Interim Order, the Final Order or the DIP Loan Documents, none of the Prepetition Secured Parties shall receive or retain any payments, property or other amounts in respect of the Adequate Protection Superpriority Claims unless and until all DIP Obligations have been indefeasibly Paid in Full,[6] and all commitments to lend have been terminated. Any payments, property or other amounts received by any Prepetition Secured Party in respect of the Adequate Protection Superpriority Claims in violation of the foregoing sentence shall be held in trust by such Prepetition Secured Party, for the benefit of the DIP Secured Parties, and shall be promptly turned over to the DIP Secured Parties for application in accordance with the DIP Loan Documents.

(c) *Adequate Protection Payments*. As further adequate protection, the Debtors are authorized to pay, in accordance with the terms of paragraph 22 of this Interim Order, (i) all reasonable and documented fees and expenses of the Prepetition ABL Agent payable under the Prepetition Debt Documents or as otherwise permitted in this Interim Order, whether incurred

[6] "Paid in Full" means the indefeasible repayment in full in cash of all obligations (including principal, accrued and unpaid interest and fees, reimbursable expenses and indemnities, other than contingent indemnification obligations for which no claim has been asserted and threatened, and all other amounts due and owing by the Debtors) under the applicable credit facility and this Interim Order, 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 facility and that each of the Prepetition Agents, Prepetition Secured Parties, the DIP Agent, the DIP Co-Collateral Agents, and the other DIP Secured Parties, as the case may be, shall have received a release from each Debtor and any Committee of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities in form and substance acceptable to the Prepetition Agents, DIP Agent and/or DIP Co-Collateral Agents, as applicable or will be asserted. In the case of the Committee, instead of such release, (A) if the Challenge Deadline (as defined in this Interim Order) has not elapsed, a written notice or other confirmation that no Challenge or any other claims of any kind (including with respect to the Carve Out upon payment in full of the Prepetition Secured Obligations or DIP Obligations) or (B) if the Challenge Deadline has elapsed, then no Challenge or any other claim has been asserted or any Challenge or other claim asserted has been dismissed pursuant to a final, non-appealable order of a court of competent jurisdiction and a written notice or other confirmation that no claim of any kind with respect to the Carve Out will be asserted against any Prepetition Agent, Prepetition Secured Party, DIP Agent, DIP Co-Collateral Agents, or other DIP Secured Party.

before or after the Petition Date, including all reasonable and documented fees and expenses of counsel and other professionals of the Prepetition ABL Agent retained pursuant to the Prepetition Debt Documents and this Interim Order, including, for the avoidance of doubt, Choate, Hall & Stewart LLP, Berkeley Research Group, LLC and Greenberg Traurig, LLP, in their capacity as advisors to the Prepetition ABL Agent (collectively, the "Pre-Petition ABL Advisors"), and (ii) until all Prepetition Revolving Loans and all Prepetition FILO Loans have been rolled up in full into Roll-Up DIP Revolving Loans and Roll-Up DIP FILO Loans, respectively, in accordance with the terms of the Prepetition ABL Documents, all accrued and unpaid interest at the default rate set forth in the Prepetition ABL Documents to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Secured Parties (all payments referenced in this sentence, collectively, the "Adequate Protection Payments"). None of the Adequate Protection Payments shall be subject to separate approval by this Court or the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments. Notwithstanding anything to the contrary in this Interim Order or the Pre-Petition ABL Documents, the payment of the reasonable and documented fees and expenses of the Pre-Petition ABL Advisors shall be in accordance with the terms of paragraph 22 of this Interim Order and subject to the Approved Professional Fee Budget and shall, for the avoidance of doubt, be without duplication of the payment of amounts to the such professionals in their respective capacities as DIP Advisors.

(d) *Right to Seek Additional Adequate Protection*. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request, with any such rights of the Prepetition Secured Parties to request further or alternative forms of adequate protection being subject to the terms of the Prepetition Intercreditor Agreements. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral) during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral).

(e) *Other Covenants*. The Debtors shall maintain their cash management arrangements in a manner consistent with this Court's order(s) granting the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Perform Intercompany Transactions and (II) Granting Related Relief* upon entry of such order(s). Except as expressly permitted by the

DIP Credit Agreement, and subject to any sale orders entered by the Bankruptcy Court and the Bidding Procedures Order (as defined herein), the Debtors shall not use, sell, lease, or otherwise transfer any of their property or assets, including any portion of the DIP Collateral, and shall not seek authority of this Court to do any of the foregoing, without the prior written consent of the DIP Agent (with email being sufficient).[7] The Debtors shall comply with the covenants contained in the DIP Credit Agreement regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of their business and the maintenance of properties and insurance.

(f) *Reporting Requirements*. As additional adequate protection to the Prepetition Secured Parties, the Debtors shall comply with all reporting requirements set forth in the McKesson Supply Agreement and the DIP Loan Documents, and shall provide the reporting set forth in the DIP Loan Documents (including all budget-related reporting and updates provided for in paragraph 4), along with the Weekly Statements and Final Statements (as defined herein) to the (i) Prepetition ABL Agent, (ii) the DIP Agent, (iii) the DIP Co-Collateral Agents (limited, in the case of Capital One, to Approved Budget-related items specified in paragraph 4 of this Interim

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[7] "Bidding Procedures Order" means the Court's order granting the *Debtors' Motion For Entry of an Order (I) Approving the Auction and Bidding Procedures, (II) Scheduling Certain Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief.*

Order), (iv) the DIP Advisors, (v) the 1.5L Notes Trustee, (vi) McKesson and (vii) the 3L Notes Trustee. Such reporting may be requested by any statutory committees appointed in these cases.

10. Carve Out.

(a) *Priority of the Carve Out*. Subject to the terms and conditions contained in this paragraph, each of the DIP Liens, DIP Superpriority Claims, Prepetition Liens, Adequate Protection Liens, and Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve Out. The Carve Out shall have such priority claims and liens over all assets of the Debtors, including any Prepetition Collateral and any DIP Collateral.

(b) *Definition of Carve Out*. As used in this Interim Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in clause (iii) below); (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, subject to paragraph 10(c) hereof, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the DIP Agent of a

Carve Out Trigger Notice (as defined herein), whether allowed by the Bankruptcy 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 (1) prior to June 20, 2025, $4,000,000 and (2) thereafter, $2,500,000, in each case, incurred after the first business day following delivery by the DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Agent to the Debtors, their lead restructuring counsel, lead counsel for the Ad Hoc Secured Noteholder Group, lead counsel for McKesson, the United States Trustee for the District of New Jersey, and counsel to the Committee, which notice may be delivered following (x) the occurrence of the Maturity Date (as defined in the DIP Credit Agreement) or (y) the occurrence and during the continuation of an Event of Default under the DIP Credit Agreement stating that the Post-Carve Out Trigger Notice Cap has been invoked. The portion of the Carve Out under clause (iii) above shall be limited to an amount (such amount, the "Professional Fee Carve Out Cap") equal to the sum of (1) the aggregate unpaid amount of Allowed Professional Fees included in the Approved Professional Fee Budget through the most recent Calculation Date (as defined herein) occurring prior to the Termination Declaration Date (as defined herein), plus (2) the lesser of (x) the aggregate unpaid amount of Allowed Professional Fees included in the Final Statement timely received by the DIP Agent and the DIP Co-Collateral Agents pertaining to the period from and after the most recent

Calculation Date occurring prior to the Termination Declaration Date through and including the Termination Declaration Date, and (y) the aggregate unpaid amount of Allowed Professional Fees included in the Approved Professional Fee Budget for the week during which the Termination Declaration Date occurs, pro-rated on a per diem basis for the number of days in such week elapsing through and including the Termination Declaration Date (such amount in this clause (2), the "Final Pre-Carve Out Trigger Amount").

(c) *Budgeted Amounts for Professional Persons*. Notwithstanding anything to the contrary in this Interim Order, (i) the inclusion of Allowed Professional Fees in the Carve Out as Pre-Carve Out Amounts (as defined herein) and the funding of such Pre-Carve Out Amounts into the Funded Reserve Account (as defined herein), in each case, is subject to the Approved Professional Fee Budget and (ii) the Allowed Professional Fees of each Professional Person included in the Carve Out as Pre-Carve Out Amounts shall not exceed the applicable amount of Allowed Professional Fees budgeted for such Professional Person set forth in the Approved Professional Fee Budget for the applicable period of determination.

(d) *Weekly Fee Statements*. Not later than 7:00 p.m. New York time on the third business day of each week starting with the first full calendar week following the Closing Date, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses incurred during the preceding week by such Professional Person (through Saturday of such week, the "Calculation Date"), along with a good faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable

Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement"); provided that within one business day of the occurrence of the Termination Declaration Date, 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 Agent and the DIP Co-Collateral Agents).

(e) *Funded Reserve Account*. Prior to the delivery of a Carve Out Trigger Notice, commencing with the first full calendar week following the Closing Date, on or before the fourth business day of each week thereafter, and in no event later than the Friday of such week, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to deposit into a segregated account designated by and subject to the control of the DIP Agent in trust (the "Funded Reserve Account") an amount equal to the sum of (without duplication) the amount of Allowed Professional Fees set forth in the Approved Professional Fee Budget for each applicable week *plus*, promptly after the occurrence of the Termination Declaration Date, the Final Pre-Carve Out Trigger Amount. Amounts held in the Funded Reserve Account shall be used to pay such 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 such Funded Reserve Account.

(f) *Carve Out Reserves*. Notwithstanding the occurrence of an Event of Default, on the day on which a Carve Out Trigger Notice is given by the DIP Agent to the Debtors with a copy to counsel to the Committee (if any) (the "Termination Declaration Date"), the Carve Out Trigger Notice shall be deemed (i) a directive for the DIP Agent to cause the transfer of all amounts then held in the Funded Reserve Account to the Pre-Carve Out Trigger Notice Reserve (as defined herein) and (ii) a draw request and notice of borrowing by the Debtors for DIP Revolving Loans under the DIP Credit Agreement, in an aggregate amount equal to the sum of (x) the amounts set forth in paragraphs 10(b)(i) and 10(b)(ii) above, and (y) subject to paragraph 10(c) above, the then unpaid amounts of the Allowed Professional Fees (and any such amounts actually advanced shall constitute DIP Revolving Loans), and shall also constitute a demand to the Debtors to utilize all cash on hand as of such date, and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of (x) the amounts set forth in paragraphs 10(b)(i) and 10(b)(ii) and (y) subject to paragraph 10(c) above, the then unpaid amounts of the Allowed Professional Fees (which cash amounts shall reduce, on a dollar-for-dollar basis, the draw requests and applicable DIP Revolving Loans pursuant to this sentence of this paragraph (f)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent in trust (which account may be the same account as the Funded Reserve Account) to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also be deemed a directive for the DIP Agent to cause the transfer of all amounts then held in the Funded Reserve Account and, in the event such amounts are insufficient (including after accounting for the funding of the Pre-Carve Out Trigger Notice Reserve and for the application by each Professional Person of all retainers received but not previously applied to such Professional Person's Allowed Professional Fees), a draw request and notice of borrowing by the Debtors for DIP Revolving Loans under the DIP Credit Agreement in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute DIP Revolving Loans), and shall also constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, 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 (which cash amounts shall reduce, on a dollar-for-dollar basis, the draw requests and applicable DIP Revolving Loans pursuant to this sentence of this paragraph (f)). The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent 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. For the avoidance of doubt, the DIP Lenders shall not be responsible for funding into the Carve Out Reserves any "success", "restructuring", "transaction" or similar fee payable to the Debtors' investment banker or financial advisor for any transaction, and in no event shall any such amounts be paid out of the Carve Out or any funds in the Carve Out Reserve. On the first business day following the Termination Declaration Date and the deemed requests for the making of DIP Revolving Loans as provided in this paragraph (f), notwithstanding anything in the DIP Credit Agreement to the contrary, including with respect to (1) the existence of a Default (as defined in the DIP Credit Agreement) or Event of Default, (2) the failure of the Debtors to satisfy any or all of the conditions precedent for the making of any DIP Revolving Loan under the DIP Credit Agreement, (3) any termination of the DIP Revolving Commitments following an Event of Default, or (4) the occurrence of the Maturity Date, each DIP Lender with an outstanding DIP Revolving Commitment shall make available to the DIP Agent such DIP Lender's pro rata share of such DIP Revolving Loans.

(g) *Application of Carve Out Reserves*.

(i) All funds in the Pre-Carve Out Trigger Notice Reserve shall, only after the application by each Professional Person of all retainers received but not previously applied to such Professional Person's Allowed Professional Fees, be used first to pay the obligations set forth in clauses (b)(i) through (b)(iii) of the definition of Carve Out set forth in paragraph (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 the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to clause (iii) below, all remaining funds shall be distributed *first* to the DIP Agent on account of the DIP Obligations until indefeasibly Paid in Full, all DIP Revolving Commitments have been terminated and all Letters of Credit have been cancelled (or all such Letters of Credit have been fully cash collateralized or otherwise back-stopped, in each case to the satisfaction of the applicable issuing bank), and *thereafter* to the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date as set forth in the Prepetition Debt Documents, including the Prepetition Intercreditor Agreements.

(ii) All funds in the Post-Carve Out Trigger Notice Reserve shall, only after the application by each Professional Person of all retainers received but not previously applied to such Professional Persons to such Professional Person's Allowed Professional Fees, be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth in paragraph (a) above (the "Post-Carve Out Amounts"). If the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to paragraph (iii) below, all remaining funds shall be distributed *first* to the DIP Agent on account of the DIP Obligations until indefeasibly Paid in Full, all DIP Revolving Commitments have been terminated, and all Letters of Credit have been cancelled (or all such Letters of Credit have been fully cash collateralized or otherwise back-stopped, in each case to the satisfaction of the applicable issuing bank), and *thereafter* to the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date as set forth in the Prepetition Debt Documents, including the Prepetition Intercreditor Agreements.

(iii) Notwithstanding anything to the contrary in the Prepetition Debt Documents, the DIP Loan Documents, or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph, 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 Agent or the Prepetition Secured Parties, as applicable.

(iv) Notwithstanding anything to the contrary in the Prepetition Debt Documents, the DIP Loan Documents, or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agent, the DIP Co-Collateral Agents and the Prepetition Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid as provided in paragraphs (i), (ii), and (iii) above.

(v) Notwithstanding anything to the contrary in this Interim Order, 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), which shortfall, for the avoidance of doubt, shall not be added to the Carve Out for purposes of the priority of liens as set forth in the Lien Priority Annex; and subject to the limitations set forth in paragraph 10(c) above, in no way shall any Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap or Carve Out Reserves be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or in any DIP Loan Documents, the Carve Out shall be senior to all liens and claims securing the DIP Credit Agreement, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Obligations.

(h) *No Direct Obligation To Pay Allowed Professional Fees*. None of the DIP Agent, the other DIP Secured Parties, 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 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agent, the other DIP Secured Parties, 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.

(i) *Payment of Allowed Professional Fees Prior to the Termination Declaration Date*. Subject to paragraph 10(g)(v) above, any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall be made in accordance with paragraph 10(c) above and, at all times prior to the Termination Declaration Date, from the Funded Reserve Account.

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

(k) *DIP Commitment Reserve*. The DIP Agent shall at all times maintain a reserve against the Total Revolving Commitments (as defined in the DIP Credit Agreement) in an amount not to exceed, at any time of determination, the sum of (i) the Post-Carve Out Trigger Notice Cap and (ii) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Professional Fee Budget for the two weeks commencing after the most recent Calculation Date.

11. Reservation of Rights of the DIP Secured Parties and the Prepetition Secured Parties. Subject in all cases to the Carve Out, notwithstanding any other provision in this Interim Order or the DIP Loan Documents to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition Secured Parties, subject to the Prepetition Intercreditor Agreements, to seek any other or supplemental relief in respect of the Debtors including the right to seek additional adequate protection at and following the Final Hearing; *provided* that any such further or different adequate protection shall at all times be subject to the applicable Prepetition Intercreditor Agreements and subordinate and junior to the Carve Out and, subject to the Lien Priority Annex, the claims and liens of the DIP Secured Parties granted under this Interim Order and the DIP Loan Documents; (b) subject to the applicable Prepetition Intercreditor Agreements, any of the rights of the DIP Secured Parties or the Prepetition Secured

Parties under the DIP Loan Documents or the Prepetition Debt Documents (as applicable), any intercreditor agreement, or the Bankruptcy Code or under non-bankruptcy law (as applicable), including, without limitation, the right of any of the DIP Secured Parties or the Prepetition Secured Parties to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties, the Prepetition Secured Parties, or the Prepetition Agents on behalf of the Prepetition Secured Parties, including the right to object to the amount or reasonableness of any fees or expenses of Professional Persons; *provided*, *however*, that the reservation of rights contained in this paragraph shall not permit any Prepetition Secured Party to challenge the validity, priority, or enforceability of any of the claims or liens of any DIP Secured Party granted under this Interim Order and the DIP Loan Documents or take any action contrary to paragraph 31(a) of this Interim Order. The delay in or failure of the DIP Secured Parties, the Prepetition Secured Parties and/or the Prepetition Agents to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties', the Prepetition Secured Parties' or the Prepetition Agents' rights and remedies. For all adequate protection purposes throughout the Cases, each of the Prepetition Secured Parties and Prepetition Agents, to the extent applicable and subject to the Prepetition Intercreditor Agreements, shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Interim Order.

12. Reservation of Certain Committee and Third Party Rights and Bar of Challenges and Claims. Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this Interim Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the Petition Date. The stipulations, admissions, and waivers contained in this Interim Order, including the Debtors' Stipulations, shall be binding upon all other parties in interest, including the Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (i) before 60 calendar days after entry of this Interim Order (in each case, a "Challenge Period" and the date of expiration of each Challenge Period being a "Challenge Period Termination Date"); *provided*, *however*, that if, prior to the occurrence of any Challenge Period Termination Date, (x) the Cases convert to chapter 7 cases, or (y) if a chapter 11 trustee is appointed, then, in each such case, each applicable Challenge Period shall be extended by the later of (A) the time remaining under such Challenge Period, plus ten days or (B) such other time as ordered by the Court solely with respect to any such trustee,

commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y); (ii) seeking to avoid, object to, or otherwise challenge the findings or Debtors' Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the Prepetition Liens; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Secured Obligations (any such claim, a "Challenge"); and (iii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter. Upon the occurrence of the applicable Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (a) any and all such Challenges by any applicable party (including the Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case) shall be deemed to be forever barred; (b) the Prepetition Secured Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Cases and any successor cases; (c) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (d) all of the Debtors' stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Secured Parties' claims, liens, and interests contained in this Interim Order shall be of full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases. If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and remains pending and the Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such adversary proceeding or contested matter on behalf of the Debtors' estates. Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on the Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the applicable Challenge Period Termination Date. Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, the Committee appointed in the Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Prepetition Debt Documents, the Prepetition Liens, and the Prepetition Secured Obligations, and a separate order of the Court conferring such standing on the Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by the Committee or such other party-in-interest. Upon a successful Challenge brought pursuant to this paragraph 12, including but not limited to a Challenge to the roll-ups granted in this Interim Order, the Court may fashion an appropriate remedy.

13. DIP Termination Date. On the DIP Termination Date (as defined herein), consistent with the applicable provisions of the DIP Credit Agreement, (a) all DIP Obligations shall be immediately due and payable, all of the applicable DIP Revolving Commitments will terminate, and the Carve Out Reserve Accounts shall be funded as set forth in this Interim Order; (b) all authority to use Cash Collateral shall cease; *provided*, *however*, that during the DIP Remedies Notice Period (as defined herein), the Debtors may use Cash Collateral, including all Collections, solely to fund the Carve Out and the Employee Expenses Account and pay payroll (other than severance) and other expenses that are critical to the administration of the Debtors' estates strictly in accordance with the Approved Budget, subject to the Permitted Variance; and (c) and, with respect to DIP Collateral, following the expiration of the DIP Remedies Notice Period, the DIP Agent shall be otherwise entitled to exercise rights and remedies under the DIP Loan Documents in accordance with this Interim Order.

14. Events of Default. The occurrence of any of the following events, unless waived, as applicable, by the DIP Secured Parties in accordance with the terms of the DIP Loan Documents, shall constitute an event of default (collectively, the "Events of Default") under the applicable DIP Facility: (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order, (b) the failure of the Debtors to comply with any of the Required Milestones (as defined herein), (c) the occurrence of an "Event of Default" under the DIP Credit Agreement, or (d) the filing by the Debtors of a plan

of reorganization or liquidation that does not provide for all DIP Obligations to be Paid in Full on the effective date of such plan.

15. Milestones. The Debtors' failure to comply with those certain case milestones attached hereto as **Exhibit D** (collectively, the "Required Milestones") shall constitute an "Event of Default" unless waived or extended in accordance with the terms of the DIP Credit Agreement.

16. Application of Proceeds. Other than as set forth in the DIP Loan Documents and this Interim Order, all Collections received from the disposition or otherwise on account of DIP Collateral shall be, and in any event shall be deemed to be, subject to any agreement among the DIP Secured Parties, transferred to the DIP Agent on each business day and applied, in each case, subject to this Interim Order and the Lien Priority Annex on each business day (and the DIP Agent is hereby authorized to effectuate such transfers and application) as determined by the DIP Agent in accordance with the DIP Credit Agreement, including, without limitation, the repayment and refinancing of the Prepetition Revolving Obligations as set forth in the DIP Credit Agreement and this Interim Order, including the application of all Collections on account of DIP Collateral to the outstanding principal balance of the Prepetition Revolving Loans in accordance with the DIP Credit Agreement, thereby creating a dollar-for-dollar increase in "Availability" as defined in the DIP Credit Agreement (the "Interim Roll-Up"). Upon entry of the Final Order, (i) all remaining Prepetition Revolving Obligations then outstanding on account of remaining Prepetition Revolving Loans and all accrued and unpaid interest thereon and fees and expenses relating

thereto, shall be refinanced and repaid by and with Roll-Up DIP Revolving Loans and shall constitute DIP Revolving Obligations, and (ii) all Prepetition FILO Obligations then outstanding on account of Prepetition FILO Loans and all accrued and unpaid interest thereon and fees and expenses relating thereto, shall be refinanced and repaid by and with Roll-Up DIP FILO Loans and shall constitute DIP FILO Obligations. The extension of the DIP Facilities and the repayment and refinancing of the Prepetition ABL Obligations with proceeds of the Roll-Up DIP Loans as provided for herein are part of an integrated transaction.

17. Cash Management. Until such time as all DIP Obligations and Prepetition ABL Obligations are Paid in Full, unless otherwise agreed to by the DIP Agent and the Prepetition ABL Agent, the Debtors shall also maintain the cash management system in effect as of the Petition Date, as modified by this Interim Order, any order of the Court authorizing the continued use of the cash management system that is acceptable to the DIP Agent, in accordance with the DIP Credit Agreement. The Debtors shall not open any new deposit or securities account that is not subject to the liens and security interests of each of the DIP Secured Parties (in which case they shall be subject to the lien priorities and other provisions set forth in this Interim Order).

18. Rights and Remedies Upon Event of Default.

(a) Subject to the terms of the DIP Loan Documents, immediately upon the occurrence and during the continuation of an Event of Default under the applicable DIP Facility, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim

Order, subject to the DIP Remedies Notice Period, (i) the DIP Agent may declare in writing (any such declaration shall be referred to herein as a "DIP Termination Notice" and the date such DIP Termination Notice is delivered, the "DIP Termination Date"), with a copy of such DIP Termination Notice delivered to the Prepetition Agents, the Debtors, the lead counsel to the Committee (if appointed), the lead counsel to the Ad Hoc Secured Noteholder Group and the U.S. Trustee (A) that all DIP Obligations owing under the DIP Loan Documents to be immediately due and payable, (B) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the applicable DIP Facility, (C) termination of the DIP Facilities and the DIP Loan Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders but without affecting any of the DIP Liens or the applicable DIP Obligations, and (D) that the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice as provided in paragraph 10 of this Interim Order and (ii) subject to paragraph 10 of this Interim Order, the DIP Agent may declare a termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral.

(b) The automatic stay in the Cases otherwise applicable to the DIP Agent, the other DIP Secured Parties and the Prepetition Secured Parties is hereby modified so that five (5) business days after the DIP Termination Date (the "DIP Remedies Notice Period"), (i) the DIP Agent shall be entitled to exercise its rights and remedies in accordance with the DIP Loan Documents, this Interim Order, and, with respect to DIP Collateral, the Prepetition Intercreditor Agreements, to satisfy the applicable DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out; and (ii) subject to the foregoing clause (i) and the Prepetition Intercreditor Agreements, the applicable Prepetition Secured Parties shall be entitled to exercise their respective rights and remedies to the extent available in accordance with the applicable Prepetition Debt Documents and this Interim Order.

(c) The automatic stay in the Cases is further modified so that upon expiration of the DIP Remedies Notice Period, the DIP Agent shall retain the right to use the Cash Collateral for the sole purpose of conducting a sale of all or substantially all of the DIP Collateral on terms and conditions acceptable to the DIP Agent and the DIP Co-Collateral Agents.

(d) During the DIP Remedies Notice Period, the Debtors, the Committee (if appointed), and/or any party in interest shall be entitled to seek an emergency hearing within the DIP Remedies Notice Period, with the Court for the sole purpose of contesting whether an Event of Default has occurred or is continuing or for the contested use of Cash Collateral. Except as set forth in this paragraph or otherwise ordered by the Court prior to the expiration of the DIP Remedies Notice Period, after the DIP Remedies Notice Period, the Debtors shall waive their right to and shall not be entitled to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Agent, the other DIP Secured Parties, the Prepetition Agents, or the other Prepetition Secured Parties under this Interim Order. Unless the Court has determined that an Event of Default under the applicable DIP Facility has not occurred and/or is not continuing or the Court orders otherwise, the automatic stay, as to all of the DIP Agent, the other DIP Secured

Parties, the Prepetition Agents, and the other Prepetition Secured Parties shall automatically be terminated at the end of the DIP Remedies Notice Period without further notice or order. Upon expiration of the DIP Remedies Notice Period, the DIP Agent and the Prepetition Secured Parties (in accordance in all respects with the applicable Prepetition Intercreditor Agreements and this Interim Order) shall be permitted to exercise all remedies set forth herein, and in the DIP Loan Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this Interim Order.

(e) In addition, if a Specified Sale Process Default (as defined in the DIP Credit Agreement) occurs and is continuing, then the DIP Agent may direct the Debtors to commence a process for a sale of all of the DIP Collateral (the "Sales Process"), at which time: (i) within two business days after the DIP Remedies Notice Period expires, the Debtors must obtain entry of an order from the Court, in form and substance approved by the DIP Agent and the DIP Co-Collateral Agents, either (x) designating a stalking horse bidder for the DIP Collateral consented to by the DIP Agent and the DIP Co-Collateral Agents and approving bidding and sales procedures with respect to the Sales Process or (y) determining that a Specified Sale Process Default has not occurred and/or is not continuing; (ii) within five business days after the DIP Remedies Notice Period expires, complete an auction for the Sales Process and declare a "successful bidder" for the Sales Process on terms and conditions consented to by the DIP Agent and the DIP Co-Collateral Agents; (iii) within seven business days after the DIP Remedies Notice Period expires, obtain entry of a final order from the Court, in form and substance acceptable to the DIP Agent and the DIP

Co-Collateral Agents, approving the Sales Process; and (iv) within ten business days after the DIP Remedies Notice Period expires, execute an agency agreement approved by the DIP Agent and the DIP Co-Collateral Agents in connection with the Sales Process and commence the Sales Process pursuant to the approved agency agreement and the applicable order of this Court. Until such time as the Sales Process is complete and the proceeds of DIP Collateral have been remitted to the DIP Agent for the benefit of the DIP Secured Parties, any exercise of remedies by the Prepetition Secured Parties shall be in accordance with the applicable Prepetition Intercreditor Agreements and this Interim Order. Such Sales Process is subject to extension by consent or Court order and is subject to oversight by the Court.

(f) Upon the occurrence and during the continuation of an Event of Default, subject to the terms and conditions set forth in paragraph 18 of this Interim Order, the DIP Agent and any professional retained by the DIP Agent, will have the right to access and utilize (i) at no cost or expense, any trade names, trademarks, copyrights or other intellectual property and (ii) subject to the limitations in the preceding clause (e), any warehouse, distribution centers, store or other locations, in each case to the extent reasonably necessary or appropriate in order to sell, lease or otherwise dispose of any of the DIP Collateral including pursuant to any Court approved Sales Process.

19. Leased Premises. Notwithstanding anything to the contrary in paragraph 18 of this Interim Order, the DIP Secured Parties and Prepetition Secured Parties may only enter upon a leased premises of the Debtors following an Event of Default in accordance with (i) a separate

written agreement among the DIP Secured Parties or Prepetition Secured Lenders and the applicable landlord for the leased premises, (ii) pre-existing rights of the DIP Secured Parties or Prepetition Secured Parties under applicable non-bankruptcy law, (iii) written consent of the applicable landlord for the leased premises, or (iv) entry of an order by this Court approving such access to the leased premises after notice to and an opportunity to be heard for the applicable landlord for the leased premises.

20. Limitation on Charging Expenses Against Collateral. Subject to entry of the Final Order, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral or the Prepetition Collateral of the DIP Secured Parties or the Prepetition ABL Secured Parties (except to the extent of the Carve Out), in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the applicable DIP Secured Parties and/or the Prepetition ABL Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Secured Parties or the Prepetition ABL Secured Parties.

21. Use of Cash Collateral. The Debtors are hereby authorized to use all Cash Collateral of the Prepetition Secured Parties and the DIP Secured Parties, but solely for the purposes set forth in this Interim Order, including the Carve Out, and in accordance with the Approved Budget (subject to the Permitted Variance), including, without limitation, to make

payments to the Prepetition ABL Agent on account of the Adequate Protection Obligations provided for in this Interim Order, from the date of this Interim Order through and including the DIP Termination Date.

22. Expenses.

(a) The Debtors are hereby authorized to pay, in accordance with this Interim Order, the fees, payments, expenses, and other amounts described in the DIP Loan Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, fronting, closing, arrangement or commitment payments (including all payments and other amounts owed to the DIP Lenders), administrative agent's fees, collateral agent's fees, and escrow agent's fees (including all fees and other amounts owed to the DIP Agent), and, subject to the Approved Professional Fee Budget, the reasonable and documented fees and disbursements of the DIP Advisors and the Pre-Petition ABL Advisors as contemplated by paragraphs 3(f)(2) and 9(c) of this Interim Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Interim Order or the DIP Loan Documents. Notwithstanding the foregoing, the Debtors are authorized to pay on the Closing Date, all reasonable and documented fees, costs, and expenses, including the fees and expenses of counsel to the DIP Agent and the Prepetition ABL Agent, incurred on or prior to such date without the need for any professional engaged by the DIP Agent or the Prepetition ABL Agent to first deliver a copy of its invoice as provided for herein.

(b) The Debtors shall be jointly and severally obligated to pay all fees and expenses described above, which obligations shall constitute the DIP Obligations. The Debtors shall pay the reasonable and documented professional fees, expenses, and disbursements of the DIP Advisors to the extent provided for in the Approved Professional Fee Budget and paragraphs 3(f)(2) and 9(c) of this Interim Order no later than ten days (the "Review Period") after the receipt by counsel for the Debtors, the Committee, and the U.S. Trustee of each of the invoices therefor (the "Invoiced Fees") and without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts arising before the Petition Date. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed; *provided* that the Debtors, the U.S. Trustee, and the Committee may request additional information regarding Invoiced Fees; and *provided, further*, that invoice summaries for Invoiced Fees may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, the

Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the "Disputed Invoiced Fees") if, within the Review Period, a Debtor, the Committee, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten days prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

23. Indemnification.

(a) The Debtors will indemnify the DIP Agent and each of the other DIP Secured Parties, and each of their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an "Indemnified Person") and hold them harmless from and against all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under either of the DIP Facilities, subject to and in accordance with the DIP Credit Agreement; *provided* that no such person will be indemnified for costs, expenses, or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence, fraud, or willful misconduct of such person (or their related persons). No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence, fraud, or willful misconduct or breach of their obligations under the applicable DIP Facility, and in no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

(b) *Prepetition ABL Indemnity Account*. Upon entry of the Final Order, the Debtors shall pay to the Prepetition ABL Agent, for the benefit of itself and the other Prepetition ABL Secured Parties, the sum of $2,000,000 into a non-interest bearing account maintained with the Prepetition ABL Agent (the "Prepetition ABL Indemnity Account") to secure contingent indemnification, reimbursement or similar continuing obligations arising under or related to the Prepetition ABL Documents (the "Prepetition ABL Indemnity Obligations"). The Prepetition ABL Indemnity Account shall secure all costs, expenses, and other amounts (including, without limitation, reasonable and documented fees and expenses of the Prepetition ABL Secured Parties' attorneys and advisers) incurred by the Prepetition ABL Agent and the other Prepetition ABL Secured Parties in connection with or related to the Prepetition ABL Indemnity Obligations incurred responding to any (i) formal or informal inquiries and/or discovery requests, any adversary proceeding, cause of action, objection, claim, defense, or other challenge whether as contemplated in paragraph 12 hereof or otherwise, (ii) challenge or claim threatened, asserted or filed against the Prepetition ABL Agent or the other Prepetition ABL Secured Parties related to the Prepetition ABL Documents, the Prepetition ABL Claims, or the liens granted to the Prepetition ABL Agent, as applicable, whether in these Cases or independently in another forum, court, or venue, or (iii) formal or informal inquiries and/or discovery requests, any adversary proceeding, cause of action, objection, claim, defense, or other challenge in connection with or related in any way to any obligations arising under the Prepetition ABL Documents, these Cases, or any Successor Cases. The Prepetition ABL Indemnity Obligations shall be secured by a first lien on the Prepetition ABL Indemnity Account and the funds therein and by a lien on the Prepetition Collateral (subject, in the case of the Prepetition Collateral only, in all respects to the priorities and terms of the applicable Prepetition Intercreditor Agreements, this Interim Order, and the Lien Priority Annex). Subject to the terms of this Interim Order, the Prepetition ABL Agent, on behalf of itself and the other Prepetition ABL Secured Parties, may apply amounts in the Prepetition ABL Indemnity Account against the Prepetition ABL Indemnity Obligations as and when they arise, without further notice to or consent from the Debtors, the Committee, or any other parties in interest and without further order of this Court. Until the Prepetition ABL Claims have been indefeasibly Paid in Full, (unless otherwise agreed to by the Prepetition ABL Agent), the Prepetition ABL Agent (for itself and on behalf of the other Prepetition ABL Secured Parties) shall retain and maintain the liens granted to the Prepetition ABL Agent as security for the amount of any Prepetition ABL Indemnity Obligations not capable of being satisfied from application of the funds on deposit in the Prepetition ABL Indemnity Account; *provided*, that the retention of the liens granted to the Prepetition ABL Agent shall in all respects remain subject to the priorities and terms of the Prepetition Intercreditor Agreements, this Interim Order, and the Lien Priority Annex; *provided, however*, that upon the indefeasible payment in full, in cash, of the Prepetition ABL Claims, the balance of the Prepetition ABL Indemnity Account, if any, shall be returned to the Debtors on or prior to the effective date of any chapter 11 plan.

(c) *DIP Indemnity Account*. Any claim or cause of action against the DIP Agent and/or any other DIP Secured Party arising out of or related to the Debtors, the DIP Obligations, DIP Loan Documents, or these Cases in any manner whatsoever must be filed in a court of competent jurisdiction on or before a date to be fixed pursuant to the Final Order (the "DIP Claim Deadline"). Any claim not brought by any party on or before the DIP Claim Deadline shall be forever barred and such party shall be estopped and forever enjoined from asserting such claims. Upon entry of the Final Order, the Debtors shall pay to the DIP Agent a sum in the amount of $2,000,000 from proceeds of the DIP Collateral into a non-interest bearing indemnity account maintained with the DIP Agent (the "DIP Indemnity Account") subject to the liens of the DIP Agent, for the benefit of itself the other DIP Secured Parties, to secure contingent indemnification, reimbursement or similar continuing obligations arising under or related to the DIP Loan Documents (the "DIP Indemnity Obligations"); *provided* that the liens securing the DIP Indemnity Obligations shall be subject to the priorities and terms of this Interim Order, and the Lien Priority Annex. Subject to the terms of this Interim Order, the DIP Agent, on behalf of itself and the other DIP Secured Parties, may apply amounts in the DIP Indemnity Account against the DIP Indemnity Obligations as and when they arise, without further notice to or consent from the Debtors, the

Committee, or any other parties in interest and without further order of this Court. The DIP Indemnity Account shall be released and the funds applied in accordance with this Interim Order upon the indefeasible payment in full, in cash of the DIP Obligations and the receipt by the DIP Agent and each of the other DIP Lenders of releases from the Debtors and their estates, with respect to any claims arising out of or related to the DIP Credit Agreement and the other DIP Loan Documents, which release shall be acceptable to the DIP Agent.

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

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

26. Insurance. Except as subject to the terms of the Debtors' leases for non-residential real property and otherwise to the fullest extent provided by applicable law, until the DIP

Obligations have been indefeasibly Paid in Full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and otherwise in accordance with the DIP Loan Documents. To the fullest extent provided by applicable law, the DIP Agent shall be, and shall be deemed to be, without any further action or notice, named as additional insured and loss payee on each insurance policy maintained by the Debtors that in any way related to the DIP Collateral; *provided* that the liens or rights granted herein shall not interfere with any rights held by a landlord to insurance proceeds for damage to a landlord's property.

27. No Waiver for Failure to Seek Relief. The failure or delay of the DIP Agent to exercise rights and remedies under this Interim Order, the DIP Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

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

(a) The DIP Agent and each of the Prepetition Agents are hereby authorized, but not required, to file or record any Security Document in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder; *provided* that to the extent any Prepetition Agent is a secured party under any Security Document, the DIP Agent shall also be deemed to be a secured party under each such Security Document and shall have all the rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received subject to the Carve Out and in accordance with the terms of this Interim Order and the other DIP Loan Documents. Whether or not the DIP Agent or the Prepetition Agents shall choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments to the extent permitted to do so under this paragraph, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the Challenge Period, subject to challenge, dispute, or subordination as of the date of entry of this Interim Order. If the DIP Agent or any Prepetition Agent determines to file or execute any financing statements, agreements, notice of liens, or similar instruments, the Debtors shall cooperate and assist in any such execution and/or filings as reasonably requested by the DIP Agent or the applicable Prepetition Agent, as applicable, and the automatic stay shall be deemed modified to allow such filings.

(b) A certified copy of this Interim Order may be filed with or recorded in filing or recording offices, or with any registry of deeds or similar office, by the DIP Agent or the Prepetition Agents in addition to or in lieu of filing any Security Document, and all filing offices are hereby authorized to accept such certified copy of this Interim Order for filing and recording; *provided* that, notwithstanding the date of any such filing, the date of such perfection shall be the date of this Interim Order.

(c) Any provision of any lease (except for nonresidential real property leases) or other license, contract or other agreement that requires (i) the consent or approval of one or more parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code, subject to applicable law. Any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreement or this Interim Order, subject to applicable law.

29. Release. Subject to the rights and limitations set forth in paragraph 12 of this Interim Order, effective upon entry of this Interim Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the DIP Secured Parties and the Prepetition Secured Parties, and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, and predecessors in interest, each in their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable

theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Liens, the DIP Loan Documents, the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Debt Documents, as applicable, including, without limitation, (a) any so-called "lender liability" (or equivalent supplier liability concept) or equitable subordination claims or defenses, (b) any and all claims and causes of action arising under the Bankruptcy Code, and (c) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the DIP Secured Parties and the Prepetition Secured Parties; *provided* that nothing in this paragraph shall in any way limit or release the obligations of any DIP Secured Party under the DIP Loan Documents.

30. Credit Bidding. Subject to the terms of the DIP Loan Documents, the DIP Agent, and, subject to the terms of the Prepetition Debt Documents, including, without limitation, the Prepetition Intercreditor Agreements, the Prepetition Agents, shall each have the right to credit bid (either directly or through one or more acquisition vehicles), on a dollar-for-dollar basis up to the full amount of the underlying secured creditors' respective claims, including any accrued interest and expenses, in any sale (including any deposit in connection with such sale) of all or any portion of the DIP Collateral or the Prepetition Collateral including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan, including chapter 11 plans subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code, and any sale or disposition by a chapter 7 trustee for any of the Debtors under

section 725 of the Bankruptcy Code; *provided* that the ability for the DIP Agent or Prepetition Agents, as applicable, to credit bid all or any portion of the underlying secured creditors' respective claims for all or any portion of the DIP Collateral or the Prepetition Collateral shall be subject to (i) the payment in full, in cash of any claims secured by senior liens on such collateral or (ii) agreement by the DIP Agent or applicable Prepetition Agent holding senior liens on such collateral to alternative treatment under any order approving such credit bid.

31. Preservation of Rights Granted Under this Interim Order.

(a) *Prohibition on Actions by Prepetition Secured Parties.* Unless and until all DIP Obligations are indefeasibly Paid in Full, and all DIP Revolving Commitments are terminated, the Prepetition Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Debt Documents or this Interim Order, or otherwise seek to exercise or enforce any rights or remedies against the DIP Collateral; and (ii) not file any further Security Document or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in paragraphs 28 and 31 herein.

(b) *Survival Under Section 364(e).* In the event this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code.

(c) *Debtors' Waivers*. Unless and until all DIP Obligations, Prepetition Secured Obligations, and Adequate Protection Payments are indefeasibly Paid in Full, (unless otherwise agreed to by the DIP Agent, the DIP Co-Collateral Agents and the Prepetition Agents), and all DIP Revolving Commitments are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Loan Documents or, if not provided for therein, with the prior written consent of the DIP Agent and the DIP Co-Collateral Agents, and, solely to the extent the Prepetition Secured Obligations remain outstanding and not otherwise prohibited by the Prepetition Intercreditor Agreements, the Prepetition Agents, (x) any modification, stay, vacatur, or amendment of this Interim Order, the DIP Loan Documents, the Prepetition Debt Documents, or any restructuring support agreement that the Debtors have or may enter into or (y) a priority claim for any administrative expense or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases, *pari passu* with or senior to the DIP Superpriority Claims, Adequate Protection Superpriority Claims, or the Prepetition Secured Obligations, or (z) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Loan Documents and this Interim Order (including the Carve Out), any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens, or the Prepetition Liens, as applicable; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Loan Documents and this Interim Order; and (iv) except as set forth in the DIP Loan Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor.

(d) *Survival.* Except as expressly provided in this Interim Order or in the DIP Loan Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Agent, the other DIP Secured Parties, and the Prepetition Secured Parties granted by the provisions of this Interim Order and the DIP Loan Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral, any DIP Collateral, or (iii) the entry of an order confirming a chapter 11 plan in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order and the DIP Loan Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection

Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Obligations are indefeasibly Paid in Full and the DIP Revolving Commitments have been terminated.

32. Limitation on Use of Proceeds of DIP Facilities, Collateral, and Cash Collateral. Notwithstanding anything to the contrary set forth in this Interim Order, none of the DIP Facilities, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds thereof may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the DIP Secured Parties or the Prepetition Secured Parties (each in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called “lender liability” (or equivalent supplier liability concept) claims and causes of action, or seeking relief that would impair the rights and remedies of the DIP Secured Parties or the Prepetition Secured Parties (each in their capacities as such) under the DIP Loan Documents, the Prepetition Debt Documents, or this Interim Order,

including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or the Committee appointed in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition Collateral, as applicable, or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Secured Parties related to the DIP Obligations or the Prepetition Secured Obligations; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition Secured Obligations, the DIP Agent's, the other DIP Secured Parties', or the Prepetition Secured Parties' liens or security interests in the DIP Collateral or the Prepetition Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against the DIP Secured Parties or the Prepetition Secured Parties, or the DIP Agent's, the other DIP Secured Parties', or the Prepetition Secured Parties' respective liens on or security interests in the DIP Collateral, or the Prepetition Collateral, as applicable, that would impair the ability of any of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition Secured Obligations, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Secured Obligations, or by or on behalf of the DIP Agent and the other DIP Secured Parties related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Liens, the Prepetition Secured Obligations, or the Prepetition Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens or any other rights or interests of the DIP Agent or the other DIP Secured Parties related to the DIP Obligations or the DIP Liens, or (y) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Secured Obligations or the Prepetition Liens, *provided* that no more than $100,000 of the proceeds of the DIP Facilities, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by the Committee appointed in these Cases solely to investigate, within the Challenge Period, the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Secured Parties.

33. Conditions Precedent. Except as provided for in the Carve Out, no DIP Lender shall have any obligation to make any DIP Loan or other extension of credit under the DIP Loan Documents unless all of the conditions precedent to the making of such DIP Loan or other extensions of credit under the DIP Loan Documents have been satisfied in full or waived in accordance with such DIP Loan Documents.

34. Intercreditor Provisions. Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of the Prepetition Debt Documents (including, for the avoidance of doubt, the Prepetition Intercreditor Agreements) shall remain in full force and effect; *provided* that nothing in this Interim Order shall be deemed to provide liens to any Prepetition Secured Party or any DIP Secured Party on any assets of the Debtors except as set forth herein; *provided*, *further*, that to the extent there exists any conflict among the terms and conditions of the Prepetition Debt Documents and this Interim Order, the terms and conditions of this Interim Order shall govern and control.

35. Binding Effect; Successors and Assigns. The DIP Loan Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, the Committee appointed in these Cases, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties and the applicable Prepetition Secured Parties; *provided* that, except to the extent expressly set forth in this Interim Order, the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors.

36. Amendments of the DIP Loan Documents. The DIP Loan Documents may from time to time be amended, modified, or supplemented by the parties thereto without further order of the Court if the amendment, modification, or supplement is (a) non-material or non-adverse to the Debtors and (b) in accordance with the DIP Loan Documents. In the case of a material amendment, modification, or supplement to the DIP Loan Documents, the Debtors shall provide notice (which shall be provided through electronic mail) to counsel to a Committee (if appointed), and the U.S. Trustee (collectively, the "Amendment Notice Parties"), each of whom shall have five (5) days from the date of such notice to object in writing to such amendment, modification, or supplement, and shall also provide five (5) days' notice of such material amendment, modification, or supplement to the DIP Loan Documents to lead counsel to the McKesson Secured Parties. If all Amendment Notice Parties indicate that they have no objection to the amendment, modification or supplement (or if no objections are timely received), the Debtors may proceed to execute the amendment, modification or supplement, which shall become effective immediately upon execution. If an Amendment Notice Party timely objects to such amendment, modification or supplement, approval of the Court (which may be sought on an expedited basis) will be necessary to effectuate the amendment, modification or supplement; provided that such amendment, modification or supplement shall be without prejudice to the right of any party in interest to be heard. Any material modification, amendment, or supplement that becomes effective in accordance with this paragraph shall be filed with the Court.

37. Limitation of Liability. In determining to make any loan under the DIP Loan Documents, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Loan Documents, the DIP Secured Parties and the Prepetition Secured Parties shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order or in the DIP Loan Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, any other DIP Secured Party, or any Prepetition Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors or any fiduciary duties owed to the Debtors, their respective creditors, shareholders, or estates.

38. No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the DIP Agent, the DIP Co-Collateral Agents, nor any DIP Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Loan Documents without the necessity

of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Loan Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's, the DIP Co-Collateral Agent's, or any DIP Lender's rights, remedies, powers, or privileges under any of the DIP Loan Documents, this Interim Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

39. No Requirement to File Claim for Prepetition Secured Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, none of the Prepetition Agents or any other Prepetition Secured Parties shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition Secured Obligations or any obligations payable to such party pursuant to the 2024 Confirmation Order, to the extent applicable; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Debt Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect either of the

Prepetition Agent's or any other Prepetition Secured Party's rights, remedies, powers, or privileges under any of the Prepetition Debt Documents, this Interim Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

40. No Marshaling. Neither the DIP Agent nor any of the other DIP Secured Parties shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Interim Order and the DIP Loan Documents, notwithstanding any other agreement or provision to the contrary. Subject to entry of the Final Order, the Prepetition ABL Agent and the other Prepetition ABL Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral.

41. Equities of the Case. Subject to entry of the Final Order, the DIP Secured Parties and the Prepetition ABL Secured Parties shall each be entitled to all 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 ABL Secured Parties with respect to proceeds, product, offspring, or profits of any of the DIP Collateral, or Prepetition Collateral.

42. Employee Expenses.

(a) Upon entry of the Interim Order, the Debtors shall establish a segregated non-interest-bearing account with a bank that is party to a uniform depository agreement with the U.S.

Trustee subject to the control of the DIP Agent (the "Employee Expenses Account"). The Debtors shall utilize cash on hand, including Collections, to fund the Employee Expenses Account in an amount sufficient to satisfy the liabilities set forth in the line items set forth in the Approved Budget attached to this Interim Order (the "Initial Approved Budget") titled Specified Expense Reserve Funding (collectively, the "Employee Expenses"). The Debtors shall fund the Employee Expenses into the Employee Expenses Account in accordance with the Initial Approved Budget (and, for the avoidance of doubt, at the times set forth in the Initial Approved Budget) or in an amount to satisfy such obligations and at a time otherwise agreed to by each of the Debtors, the DIP Agent, and the Required DIP Co-Collateral Agents. Solely to the extent that the Debtors are unable to fully fund any such Employee Expenses into the Employee Expenses Account from cash on hand, including Collections, in accordance with the foregoing sentence, proceeds from the DIP Facilities shall be used to fund any shortfall in accordance with the Initial Approved Budget, which funding may be in the form of additional DIP Loans, and shall be made available notwithstanding the occurrence of any Default or Event of Default under the DIP Credit Agreement or the conversion of any of the Cases to cases under chapter 7 of the Bankruptcy Code. Amounts held in the Employee Expenses Account shall be solely used by the Debtors to pay the relevant Employee Expenses (on account of which such funds were deposited) in the amounts and on the dates set forth in the Initial Approved Budget; *provided* that, to the extent the Debtors pay Employee Expenses from a source other than the Employee Expenses Account or the relevant Employee Expenses (on account of which such funds were deposited) are otherwise satisfied (including for an amount less than the amount budgeted), the Debtors shall release an amount from the Employee Expenses Account to the DIP Agent for application as set forth below (provided that the Debtors shall be permitted to retain any portion of the remaining balance in the Employee Expenses Account that is sufficient to pay the remaining applicable Employee Expenses on account of which such funds were deposited). Notwithstanding anything to the contrary in the Prepetition Debt Documents, the DIP Loan Documents, or this Interim Order, the DIP Agent, the DIP Co-Collateral Agents and the Prepetition ABL Agent shall not sweep or foreclose on cash in the Employee Expenses Account, including as a result of any Event of Default under the DIP Loan Documents or any exercise of remedies by any DIP Secured Party, but shall (x) have a security interest in any residual interest in the Employee Expenses Account following the payment of all Employee Expenses set forth in the Initial Approved Budget and (y) be entitled to return of any excess amounts as set forth above.

(b) All funds in the Employee Expenses Account shall be used first to pay the Employee Expenses (on account of which such funds were deposited) until paid in full, and if the Employee Expenses Account (on account of which such funds were deposited) has not been reduced to zero thereafter, all remaining funds maintained in the Employee Expenses Account on account of the applicable Employee Expenses shall be distributed first to the DIP Agent for application in accordance with the DIP Loan Documents. The failure of the Employee Expenses Account to satisfy in full the Employee Expenses shall not be construed as a cap or limitation on the amount of the Employee Expenses due and payable by the Debtors.

(c) Except as expressly set forth herein, in no event shall the cash on deposit in the Employee Expenses Account be distributed, whether in the Cases or any Successor Case or by any person, including any Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case, other than to pay the Employee Expenses set forth in the Initial Approved Budget or, following the payment in full in cash of all Employee Expenses, in accordance with the foregoing paragraph (b).

(d) Notwithstanding anything to the contrary in this Interim Order or the DIP Loan Documents, the Approved Budget may not be amended, restated, amended and restated, supplemented, extended, replaced or otherwise modified to reduce the amount of the Employee Expenses Account or the Employee Expenses payable thereunder or to delay the timing of any such payments without, in each case, the consent of each of the Debtors and the board of directors of Parent, and no updated Approved Budget shall be unacceptable to any of the DIP Agent, the Required DIP Co-Collateral Agents or any DIP Secured Party solely because of the amount of funding to the Employee Expenses Account, the payment of the Employee Expenses or the timing of such payment (other than, for the avoidance of doubt in each case, to reflect amounts that have been satisfied); provided that such amounts are consistent with the amounts set forth in the Initial Approved Budget. For the avoidance of doubt, the obligation to fund the Employee Expenses into the Employee Expenses Account in accordance with this paragraph 42 shall survive, and shall not be modified, impaired, or discharged by the occurrence of any Event of Default under the DIP

Loan Documents or Prepetition Debt Documents, the exercise of remedies by any DIP Secured Party or Prepetition Secured Party, or the conversion of any of the Cases to cases under chapter 7; *provided* that the Debtors are authorized to appoint an authorized representative to enforce this provision of the DIP Order for the benefit of the parties to which the Employee Expenses are owed.

(e) Following the DIP Termination Date, including during the Remedies Notice Period, the Debtors shall be permitted to make disbursements from the Employee Expenses Account to fund Employee Expenses in advance of the dates such payments are due under the Initial Approved Budget.

(f) The DIP Agent shall at all times maintain a reserve (the "Employee Expenses Reserve") against the Total Revolving Commitments (as defined in the DIP Credit Agreement) in an amount not to exceed, at any time of determination, the total amount of Employee Expenses set forth in the Initial Approved Budget; *provided* that the Employee Expenses Reserve shall be reduced on a dollar-for-dollar basis as and when a claim for Employee Expenses is satisfied or, without duplication, the amounts necessary to satisfy the Employee Expenses are funded into the Employee Expenses Account in accordance with this paragraph 42.

43. No Superior Rights of Reclamation. The extension of the DIP Facilities and the repayment and refinancing of the Prepetition ABL Obligations with the proceeds of the Roll-Up DIP Loans are part of an integrated transaction. Based on the integrated nature of the DIP Facilities and the Prepetition ABL Loans and the relation back of the DIP Liens, subject to entry of the Final Order, in no event shall any alleged right of reclamation or return (whether asserted under section

546(c) of the Bankruptcy Code or otherwise) be deemed to have any additional or greater rights and priority with respect to the Prepetition ABL Liens as such claim had on the Petition Date.

44. Final Hearing. The Final Hearing on the Motion will be held on **June 6, 2025 at 11:30 a.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before **May 30, 2025 at 4:00 p.m. (Eastern Time)**: (a) the Debtors, New Rite Aid, LLC, 200 Newberry Commons, Etters, Pennsylvania 17319, Attn: David Kastin; (b) proposed co-counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com), Felice Yudkin (fyudkin@coleschotz.com), and Seth Van Aalten, Esq. (svanaalten@coleschotz.com), and Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 6th Avenue, New York, NY 10019, Attn: Andrew N. Rosenberg (arosenberg@paulweiss.com), Alice Belisle Eaton (aeaton@paulweiss.com), Christopher Hopkins (chopkins@paulweiss.com), and Sean A. Mitchell (smitchell@paulweiss.com); (c) the United States Trustee for the District of New Jersey, Attn: Jeffrey M. Sponder and Lauren Bielskie, One Newark Center, Suite 2100, Newark, NJ 07102; (d) counsel to any statutory committee appointed in these chapter 11 cases; (e) counsel to the DIP Agent and the Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Mark D. Silva (msilva@choate.com) and Greenberg Traurig, LLP, 500 Campus Drive, Suite 400, Florham Park, NJ 07932, Attn: Alan J. Brody (brodya@gtlaw.com)

and Julia Frost-Davies (Julia.frostdavies@gtlaw.com); (f) lead counsel to the Ad Hoc Secured Noteholder Group, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036, Attn: Rachael L. Ringer (rringer@kramerlevin.com), Adam C. Rogoff (arogoff@kramerlevin.com), and Megan M. Wasson (mwasson@kramerlevin.com); and (g) co-counsel to McKesson, McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, 2nd Floor, Roseland, New Jersey 07068, Attn: Anthony Sodono (asodono@msbnj.com) and Michele Dudas (mdudas@msnbj.com), Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603, Attn: Dennis M. Twomey (dtwomey@sidley.com), and Buchalter, 18400 Von Karman Avenue, Suite 800, Irvine, CA 92612-0514, Attn: Jeffrey K. Garfinkle (jgarfinkle@buchalter.com). In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

45. No Requirement to Lend in Excess of DIP Revolving Commitments. Notwithstanding anything to the contrary herein or in any DIP Loan Documents, the DIP Agent, the DIP Co-Collateral Agents, and the DIP Lenders shall not be required to lend in excess of their DIP Revolving Commitments (if any).

46. Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof.

47. Rights Reserved to Move for Modification Under Local Rules. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

48. Continuing Effect of Prepetition Intercreditor Agreement. Each of the Prepetition Intercreditor Agreements remains in full force and effect, the terms and conditions of such agreements shall determine the respective rights and obligations of each Prepetition Secured Party party thereto and with respect to the Prepetition Collateral and the applicable Prepetition Secured Claims, and each Prepetition Secured Party reserves all rights thereunder. Nothing in this Interim Order or the DIP Loan Documents is intended to or shall enhance or limit any of the terms or conditions or the rights or obligations of any party to any Prepetition Intercreditor Agreement.

49. Retention of Jurisdiction. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order, DIP Loan Documents, Prepetition Debt Documents and Prepetition Intercreditor Agreements.

EXHIBIT A

DIP Credit Agreement

[PROPOSED EXECUTION]

DEBTOR-IN-POSSESSION CREDIT AGREEMENT

dated as of May 8, 2025

among

NEW RITE AID, LLC,
as the Parent Company

RITE AID CORPORATION,
as the Borrower

THE LENDERS PARTY HERETO,

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

and

BANK OF AMERICA, N.A. WELLS FARGO BANK, NATIONAL ASSOCIATION and
CAPITAL ONE, NATIONAL ASSOCIATION,
as Co-Collateral Agents

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Syndication Agent

CAPITAL ONE, NATIONAL ASSOCIATION,
BMO BANK N.A.,
FIFTH THIRD BANK, NATIONAL ASSOCIATION,
MUFG BANK, LTD.,
PNC BANK, NATIONAL ASSOCIATION,
TRUIST BANK,

and

ING CAPITAL LLC,
as Co-Documentation Agents

BofA SECURITIES, INC.,
WELLS FARGO BANK, NATIONAL ASSOCIATION,
CAPITAL ONE, NATIONAL ASSOCIATION,
BMO BANK N.A.,
FIFTH THIRD BANK, NATIONAL ASSOCIATION,
MUFG BANK, LTD.,
PNC CAPITAL MARKETS LLC,
TRUIST SECURITIES, INC.,
and

ING CAPITAL LLC,
as Joint Lead Arrangers and Joint Bookrunners

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DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This **DEBTOR-IN-POSSESSION CREDIT AGREEMENT**, dated as of May 8, 2025, is among **NEW RITE AID, LLC**, a Delaware limited liability company (the "Parent Company"), **RITE AID CORPORATION**, a Delaware corporation (the "Borrower"), each lender from time to time party hereto (each a "Lender", and collectively, the "Lenders"), **BANK OF AMERICA, N.A.**, as administrative agent (in such capacity, including any successor thereto in such capacity, the "Administrative Agent") and collateral agent (in such capacity, including any successor thereto in such capacity, the "Collateral Agent") for the Secured Parties (as hereinafter defined), and **BANK OF AMERICA, N.A.**, **WELLS FARGO BANK, NATIONAL ASSOCIATION** and **CAPITAL ONE, NATIONAL ASSOCIATION**, as co-collateral agents (each, in such capacity, including any successor thereto in such capacity, a "Co-Collateral Agent" and, collectively, in such capacities including any successors thereto in such capacities, the "Co-Collateral Agents"), with **BofA SECURITIES, INC.**, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, **CAPITAL ONE, NATIONAL ASSOCIATION**, **BMO BANK N.A.**, **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, **MUFG BANK, LTD**, **PNC CAPITAL MARKETS LLC**, **TRUIST SECURITIES, INC.** and **ING CAPITAL LLC**, as joint lead arrangers and joint bookrunners hereunder (in such capacities, the "Arrangers"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as co-syndication agent hereunder (in such capacity, the "Syndication Agent"), and **CAPITAL ONE, NATIONAL ASSOCIATION**, **BMO BANK N.A.**, **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, **MUFG BANK, LTD**, **PNC BANK, NATIONAL ASSOCIATION**, **TRUIST BANK** and **ING CAPITAL LLC**, as co-documentation agents hereunder (in such capacity, the "Co-Documentation Agents").

W I T N E S S E T H:

A. On May 5, 2025 (the "Petition Date"), the Borrower, the Parent Company and the Subsidiary Loan Parties (as defined below) (collectively, the "Debtors" and each individually, a "Debtor") commenced the administratively consolidated Chapter 11 Case No. 25-14731 (MBK) (the "Chapter 11 Case") with the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

B. The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

C. The Borrower has requested that the Lenders make available to the Borrower a senior secured credit facility in an aggregate principal amount not to exceed $1,940,000,000 consisting of (x) a $1,700,000,000 revolving credit facility, and (y) a $240,000,000 first-in last-out term loan facility in order to (a) repay the Pre-Petition Obligations as provided herein, (b) fund the Chapter 11 Case in accordance with the Approved Budget (subject to the Permitted Variance) and as provided herein, (c) make certain other payments on the Closing Date as more fully provided herein and (d) provide working capital for the Borrower and the Subsidiary Loan Parties during the pendency of the Chapter 11 Case in accordance with the Approved Budget (subject to the Permitted Variance) and as provided herein. The Lenders have indicated their willingness to provide such facilities and the Issuing Banks (as defined below) have indicated their willingness to issue letters of credit, in each case, on the terms and subject to the conditions set forth in this Agreement.

D. The Borrower and the other Loan Parties desire to secure the Obligations under the Loan Documents by granting to the Collateral Agent, on behalf of itself and the other Secured Parties, a security interest in and liens upon substantially all of their assets, whether now existing or hereafter acquired, in each instance as more fully set forth in the Loan Documents and in the Financing Order.

E. All Obligations of the Borrower and the other Loan Parties to the Lenders and other Secured Parties under this Agreement and under the other Loan Documents shall be full recourse to each of the Borrower and the other Loan Parties, secured by the Collateral Agent's security interest in and liens on all or substantially all of the assets of the Borrower and the other Loan Parties included in the Collateral and entitled to super-priority administrative claim status under the Bankruptcy Code as provided herein and in the Financing Order.

F. Accordingly, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"1970 Group Substitute LC Facility" means the letter of credit facility under the 1970 Group Substitute LC Facility Agreement.

"1970 Group Substitute LC Facility Agreement" means that certain Substitute Insurance Collateral Facility Agreement, dated as of November 1, 2024, by and between 1970 Group, Inc., a Delaware corporation, the Borrower and the Loan Parties party thereto.

"ABL / McKesson Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the Pre-Petition Closing Date, by and between McKesson, the Pre-Petition Agent, the Rollover Notes Trustee, and acknowledged and agreed to by the Loan Parties, as amended, amended and restated, restated, supplemented or otherwise modified from time to time in accordance therewith.

"ABL / Rollover Notes Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement, dated as of the Pre-Petition Closing Date, by and among the Pre-Petition Agent and the Rollover Notes Trustee, and acknowledged by the Loan Parties, as amended, amended and restated, restated, supplemented or otherwise modified from time to time in accordance therewith.

"ABL / Takeback Notes Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement, dated as of the Pre-Petition Closing Date, by and among the Pre-

Petition Agent and the Takeback Notes Trustee, and acknowledged by the Loan Parties, as amended, amended and restated, restated, supplemented or otherwise modified from time to time in accordance therewith.

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Acceptable Intercreditor Agreement" means (a) with respect to the Rollover Notes Obligations, the ABL / Rollover Notes Intercreditor Agreement, (b) with respect to the Takeback Notes Obligations, the ABL / Takeback Notes Intercreditor Agreement, (c) with respect to the McKesson Trade Obligations, the ABL / McKesson Intercreditor Agreement, and (d) with respect to any other Indebtedness secured by any Liens on any Collateral, an intercreditor agreement among the Loan Parties, the Agents and the trustee, agent or other representative for holders of any such Indebtedness secured by assets constituting Collateral, which intercreditor agreement shall be in form and substance satisfactory to the Administrative Agent.

"Account" means (a) "Accounts" as defined in Article 9 of the UCC, (b) all Payment Intangibles consisting of amounts owing from credit card and debit card issuers and processors and all rights under contracts relating to the creation or collection of such Payment Intangibles and (c) all rights to payment of a monetary obligation, whether or not earned by performance, (x) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (y) for services rendered or to be rendered, or (z) arising out of the use of a credit or charge card or information contained on or for use with the card. The term "Account" does not include (i) rights to payment evidenced by "chattel paper" or an "instrument," (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, or (v) letter-of-credit rights or letters of credit. "Account Debtor" means an "account debtor" as such term is defined in the UCC, including a credit card or debit card issuer and a credit card or debit card processor.

"Actual Cash Receipts" means, for any period of determination, the amount of all cash receipts actually received by the Loan Parties and their Subsidiaries (excluding, for the avoidance of doubt, any borrowings under this Agreement) from the operations of the Loan Parties and their Subsidiaries (including from any Asset Sales) during such period, which corresponds to the cash receipts aggregated in the line items "Total Receipts" (or words of similar import) for such period in the "WCF" tab of the Approved Budget, all as determined in a manner consistent with the Approved Budget.

"Actual Net Cash Flow" means, for any period of determination with respect to the Loan Parties and their Subsidiaries, the actual net cash flow of such Loan Parties and Subsidiaries for such period, which corresponds to the line item "Net Cash Flow" (or words of similar import) for such period in the "WCF" tab of the Approved Budget, all as determined in a manner consistent with the Approved Budget.

"Actual Non-Operating Disbursement Amounts" means, for any period of determination, the amount of all non-operating disbursements (other than professional fees and expenses of the Specified Professionals) actually paid by the Loan Parties and their Subsidiaries during such period, which corresponds to the disbursements described under the headings "Interest

& Fees", "Ordinary Course Professionals", "Bankruptcy Settlements", "Liquidation Costs" and "Other Non-Operating" (or words of similar import) for such period in the Approved Budget, all as determined in a manner consistent with the Approved Budget.

"Actual Operating Disbursement Amounts" means, for any period of determination, the amount of all operating disbursements actually paid by the Loan Parties and their Subsidiaries during such period, which corresponds to the disbursements described under the headings "Inventory Purchases", "Payroll, Benefits, & Taxes", "Occupancy", "Passthroughs" and "Other Operating" (or words of similar import) for such period in the "WCF" tab of portion of the Approved Budget, all as determined in a manner consistent with the Approved Budget.

"Actual Other Inventory Levels" means, as of any date of determination, the actual aggregate consolidated ledger Other Inventory levels of the Loan Parties as of such date, which corresponds to the budgeted consolidated ledger levels with respect to Other Inventory levels of the Loan Parties for such date set forth in the "BB" tab of the Approved Budget opposite the heading "FE Inventory - Ending" (or words of similar import), all as determined in a manner consistent with the Approved Budget.

"Actual Other Inventory Receipts" means, for any period of determination, the aggregate amount of the value, determined at cost, of all Other Inventory actually received by the Loan Parties during such period, which corresponds to the Other Inventory receipts during such period set forth in the "INV PST" and "INV PRE" tabs of the Approved Budget opposite the headings "FE – DSD – Est. Deliveries" and "FE – WHS – Est. Deliveries" (or words of similar import), all as determined in a manner consistent with the Approved Budget.

"Actual Pharmaceutical Inventory Levels" means, as of any date of determination, the actual aggregate consolidated ledger Pharmaceutical Inventory levels of the Loan Parties as of such date, which corresponds to the budgeted consolidated ledger levels with respect to Pharmaceutical Inventory levels of the Loan Parties for such date set forth in the "BB" tab of the Approved Budget opposite the heading "Rx Inventory - Ending" (or words of similar import), all as determined in a manner consistent with the Approved Budget.

"Actual Pharmaceutical Inventory Receipts" means, for any period of determination, the aggregate amount of the value, determined at cost, of all Pharmaceutical Inventory actually received by the Loan Parties during such period, which corresponds to the Pharmaceutical Inventory receipts during such period set forth in the "MCK", "INV PRE" and "INV POST" tabs of the Approved Budget opposite the headings "McKesson PST - Deliveries" and "Other Rx – Est. Deliveries" (or words of similar import), all as determined in a manner consistent with the Approved Budget.

"Administrative Agent" has the meaning assigned to such term in the preamble to this Agreement.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

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

"Affiliate" means, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent Parties" has the meaning assigned to such term in Section 9.01(d).

"Agents" means, collectively, the Administrative Agent and the Collateral Agent, in each case, in their respective capacities as such.

"Agreement" means this Debtor-In-Possession Credit Agreement, as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time.

"Alternate Base Rate" means, for any day, a fluctuating rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) Term SOFR plus 1.00%; and if the Alternate Base Rate as so determined shall be less than one percent (1.00%), then the Alternate Base Rate shall be deemed to be one percent (1.00%) for purposes of this Agreement. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without regard to clause (c) of the first sentence of this definition until the circumstances giving rise to such circumstance no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Term SOFR, as the case may be.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries concerning or relating to bribery, corruption or money laundering (and including any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.

"Applicable Credit Party" has the meaning set forth in Section 8.16.

"Applicable FILO Percentage" means, in respect of the FILO Facility, with respect to any FILO Lender at any time, the percentage (carried out to the ninth decimal place) of the FILO Facility represented by (i) on or prior to the Final Order Entry Date, such FILO Lender's FILO Commitment at such time and (ii) thereafter, the principal amount of such FILO Lender's FILO Loans. The initial Applicable FILO Percentage of each FILO Lender shall be set forth opposite the name of such FILO Lender on Schedule 2.01 or in the Assignment and Acceptance pursuant to which such FILO Lender becomes a party hereto, as applicable. The Applicable FILO Percentage of each FILO Lender shall be determined by the Administrative Agent and shall be conclusive absent manifest error.

"Applicable Percentage" means, with respect to any Lender at any time, such Lender's (a) Applicable FILO Percentage or (b) Applicable Revolving Percentage, as the context may require.

"Applicable Rate" means, on any day:

(a) with respect to the Revolving Facility, the Revolving Loans and Swingline Loans, a rate per annum equal to 2.25% in the case of any ABR Revolving Loan and 3.25% in the case of any Term SOFR Revolving Loan;

(b) with respect to the FILO Facility and the FILO Loans, a rate per annum equal to 4.25% in the case of any ABR FILO Loan and 5.25% in the case of any Term SOFR FILO Loan; and

(c) with respect to the Commitment Fees payable pursuant to Section 2.12(a), from and after the Closing Date, a rate per annum equal to 0.50%.

"Applicable Revolving Percentage" means, in respect of the Revolving Facility, with respect to any Revolving Lender at any time, the percentage (carried out to the ninth decimal place) of the Revolving Facility represented by such Revolving Lender's Revolving Commitment or, as the context may require, Revolving Commitment of any applicable Class at such time, subject (in each case) to adjustment as provided herein. If the Revolving Commitments have terminated or expired, then the Applicable Revolving Percentage of each Revolving Lender in respect of any Class of the Revolving Facility shall be determined based on the Applicable Revolving Percentage of such Revolving Lender in respect of the Revolving Facility most recently in effect (including, with respect to any such Class), giving effect to any subsequent assignments. The initial Applicable Revolving Percentage of each Revolving Lender is set forth opposite the name of such Revolving Lender on Schedule 2.01 or in the Assignment and Acceptance pursuant to which such Revolving Lender becomes a party hereto, as applicable. The Applicable Revolving Percentage of each Revolving Lender shall be determined by the Administrative Agent and shall be conclusive absent manifest error.

"Appropriate Lender" means, at any time, (a) with respect to any of the FILO Facility or the Revolving Facility, a Lender that has a Commitment with respect to such Facility or holds a FILO Loan or a Revolving Loan, respectively (or as applicable and as the context shall require, a Lender that has a Class of Commitments under such Facility or holds a specified Class of Loans) at such time, (b) with respect to the LC Sublimit, (i) each applicable Issuing Bank and (ii) if any Letters of Credit have been issued pursuant to Section 2.05, the Revolving Lenders and (c) with respect to the Swingline Sublimit, (i) the Swingline Lender and (ii) if any Swingline Loans are outstanding pursuant to Section 2.04, the Revolving Lenders.

"Approved Budget" means the debtor-in-possession thirteen (13) week budget prepared by the Borrower, in the form of Annex I hereto, and initially furnished to the Administrative Agent and Co-Collateral Agents on or before the Closing Date and which is approved by, and in form and substance satisfactory to, the Administrative Agent and the Required Co-Collateral Agents, in their sole discretion, as the same may or shall, as applicable, thereafter be updated, modified and/or supplemented from time to time as provided in Section 5.18. The initial Approved Budget shall commence as of the week of May 4, 2025. The Approved Budget shall include a weekly cash budget, including information on a line item basis as to (a) projected cash receipts, including from Asset Sales (corresponding to Budgeted Cash Receipts), (b) projected operating and non-operating disbursements (including separate line items for ordinary course operating expenses, capital expenditures, bankruptcy-related expenses (including a line item for professional fees and expenses budgeted for the Specified Professionals on a weekly basis), and any other fees and expenses relating to the Loan Documents) (corresponding to Budgeted Operating Disbursement Amounts and Budgeted Non-Operating Disbursement Amounts, as applicable), (c) projected net cash flow (corresponding to Budgeted Net Cash Flow), (d) projected Other Inventory and Pharmaceutical Inventory receipts (corresponding to Budgeted Other Inventory Receipts and Budgeted Pharmaceutical Inventory Receipts, respectively), (e) projected Other Inventory and Pharmaceutical Inventory levels (corresponding to Budgeted Other Inventory Levels and Budgeted Pharmaceutical Inventory Levels, respectively), and (f) projected principal balances of the Obligations, the Pre-Petition Obligations and cash balances (together with such detail as may be required by the Required Co-Collateral Agents to determine long term recovery analysis).

"Approved Budget Variance Report" means a weekly report, prepared by the Borrower (after consultation with the Company Financial Advisors) and provided by the Borrower to the Administrative Agent in accordance with Section 5.18(d), (a) showing by line item (i) Actual Cash Receipts, (ii) Actual Operating Disbursement Amounts, (iii) Actual Non-Operating Disbursement Amounts, (iv) Actual Net Cash Flow, (v) Actual Other Inventory Receipts, (vi) Actual Pharmaceutical Inventory Receipts, (vii) intercompany balances among EIC and the Loan Parties, (viii) Actual Other Inventory Levels, (ix) Actual Pharmaceutical Inventory Levels, and (x) actual principal balances of the Obligations and the Pre-Petition Obligations (in each case of clauses (i) through (vii) above, for the Prior Week, the most recent Cumulative Four-Week Period and the most recent Cumulative Period, and in each case of clauses (viii) through (x), as of the last day of the Prior Week), noting therein all variances, on a line-item basis, from amounts set forth for such period (or such date, as applicable) in the Approved Budget, and shall include or be accompanied by explanations for all material variances and (b) determining compliance with the covenants set forth in Section 5.18(c). The Approved Budget Variance Report shall be in a form, and shall contain supporting information, satisfactory to the Administrative Agent and the Required Co-Collateral Agents.

"Approved Fund" means a CLO managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" as defined in the preamble of this Agreement.

"Asset Sale" means any sale, lease, assignment, transfer or other disposition (including pursuant to a Sale and Leaseback Transaction) of any property or asset (whether now owned or hereafter acquired, whether in one transaction or a series of related transactions and whether by way of merger or otherwise) of the Parent Company, the Borrower or any Subsidiary (including of any Equity Interest in a Subsidiary).

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A, or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

"Attorney Costs" means the reasonable and documented fees, expenses and disbursements of the applicable law firm or external legal counsel.

"Attributable Debt" means, as to any particular Capital Lease or Sale and Leaseback Transaction under which the Borrower or any Subsidiary is at the time liable, as of any date as of which the amount thereof is to be determined (a) in the case of a transaction involving a Capital Lease, the amount as of such date of Capital Lease Obligations with respect thereto and (b) in the case of a Sale and Leaseback Transaction not involving a Capital Lease, the then present value of the minimum rental obligations under such Sale and Leaseback Transaction during the remaining term thereof (after giving effect to any extensions at the option of the lessor) computed by discounting the rental payments at the actual interest factor included in such payments or, if such interest factor cannot be readily determined, at the rate per annum that would be applicable to a Capital Lease of the Borrower having similar payment terms. The amount of any rental payment required to be made under any such Sale and Leaseback Transaction not involving a Capital Lease may exclude amounts required to be paid by the lessee on account of maintenance and repairs, insurance, taxes, assessments, utilities, operating and labor costs and similar charges, whether or not characterized as rent. Any determination of any rate implicit in the terms of a Capital Lease or a lease in a Sale and Leaseback Transaction not involving a Capital Lease made in accordance with generally accepted financial practices by the Borrower shall be binding and conclusive absent manifest error.

"Auto-Extension Letter of Credit" has the meaning assigned to such term in Section 2.05(c).

"Automatic Stay" shall mean the automatic stay imposed under Section 362 of the Bankruptcy Code.

"Availability" means, at any time of determination, the result of (a) the Total Revolving Commitments at such time, *minus* (b) the sum of (i) the Total Revolving Outstandings at such time, and (ii) the aggregate Pre-Petition Revolving Exposure of the Participating Pre-Petition Lenders.

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

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

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

"Bank of America Concentration Account" has the meaning assigned to such term in the Security Agreement.

"Bank Product Liabilities" means liabilities and obligations with respect to or arising from (a) any Cash Management Services and (b) any Bank Products, as each may be amended and noticed to the Administrative Agent in writing from time to time; provided that (i) the "Bank Product Liabilities" shall exclude any Excluded Swap Obligations and (ii) items described in clauses (a) or (b) above shall have higher priority for purposes of a distribution under Section 7.02, as applicable, if the provider of such Cash Management Services or Bank Products (I) is the Administrative Agent or its Affiliates or (II) has delivered to the Administrative Agent (A) a written notice of (x) the existence of such Cash Management Services or Bank Products, (y) the maximum dollar amount of obligations arising thereunder (the "Bank Product Liabilities Amount"), and (z) the methodology to be used by such parties in determining the Bank Product Liabilities Amount owing from time to time, and (B) a report, at such times as may be requested by the Administrative Agent, setting forth the then outstanding Bank Product Liabilities Amount with respect to such Bank Products and Cash Management Services of such Person.

"Bank Product Liabilities Amount" has the meaning set forth in the definition of "Bank Product Liabilities".

"Bank Products" means, collectively, (in each case, whether existing on the Closing Date or arising thereafter) (a) any services or facilities (other than Cash Management Services) provided to any Loan Party or any Subsidiary by any Lender or any Affiliate of a Lender on account of (i) credit or debit cards, (ii) purchase cards, (iii) merchant services, (iv) lease financing or related services, and (v) supply chain financing, and (b) any Secured Hedging Agreements.

"Bankruptcy Code" means Title 11 of the United States Code (11 U.S.C. Section 101 *et seq.*) as now or hereafter in effect, or any successor thereto.

"Bankruptcy Court" has the meaning assigned to such term in the recitals to this Agreement.

"Bankruptcy Proceeding" means any proceeding under any Debtor Relief Law.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure as in effect from time to time and applicable to the Chapter 11 Case.

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

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

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

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

"Board of Directors" means, for any Person, the board of directors (or equivalent governing body) of such Person or, if such Person does not have such a board of directors (or equivalent governing body) and is owned or managed by another entity or entities, the board of directors (or equivalent governing body) of such entity or entities.

"BofA Securities" means BofA Securities, Inc., and its Subsidiaries and Affiliates.

"Borrower" has the meaning assigned to such term in the preamble to this Agreement.

"Borrower Materials" has the meaning assigned to such term in Section 5.01.

"Borrowing" means (a) a Loan of the same Class and Type, made, converted or continued on the same date and, in the case of a Term SOFR Loan, as to which a single Interest Period is in effect or (b) a Swingline Loan.

"Borrowing Request" means a notice of Borrowing pursuant to Section 2.03, which shall be substantially in the form of Exhibit B or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent) appropriately completed and signed by a Responsible Officer of the Borrower.

"BRG" means Berkeley Research Group, LLC.

"Budgeted Cash Receipts" means, for any period of determination, an amount equal to the budgeted cash receipts aggregated in the line items "Total Receipts" (or words of similar import) for such period in the "WCF" tab of the Approved Budget.

"Budgeted Net Cash Flow" means, for any period of determination with respect to the Loan Parties and their Subsidiaries, an amount equal to the budgeted net cash flow shown on the line item "Net Cash Flow" (or words of similar import) for such period in the "WCF" tab of the Approved Budget.

"Budgeted Non-Operating Disbursement Amounts" means, for any period of determination, an amount equal to the sum of the budgeted non-operating disbursements described under the headings "Interest & Fees", "Ordinary Course Professional Fees", "Restructuring Professional Fees", "Liquidation Costs", "Bankruptcy Settlements" and "Other Non-Operating" (or words of similar import) for such period in the Approved Budget.

"Budgeted Operating Disbursement Amounts" means, for any period of determination, an amount equal to the budgeted operating disbursements described under the headings "Inventory Purchases", "Payroll, Benefits, & Taxes", "Occupancy", "Passthroughs" and "Other Operating" (or words of similar import) for such period in the "WCF" tab of the Approved Budget.

"Budgeted Other Inventory Levels" means, as of any date of determination, the budgeted aggregate consolidated Other Inventory levels of the Loan Parties as of such date, as set forth in the "BB" tab of the Approved Budget opposite the heading "FE Inventory - Ending" (or words of similar import).

"Budgeted Other Inventory Receipts" means, for any period of determination, the budgeted amount of the value, determined at cost, of all Other Inventory to be received by the Loan Parties during such period, as set forth in the "INV PRE" and "INV PST" tabs of the Approved Budget opposite the headings "FE – DSD – Est. Deliveries" and "FE – WHS – Est. Deliveries" (or words of similar import).

"Budgeted Pharmaceutical Inventory Levels" means, as of any date of determination, the budgeted aggregate consolidated Pharmaceutical Inventory levels of the Loan Parties as of such date, broken out by generic and private label branded Pharmaceutical Inventory, both at average wholesale price and balance sheet cost, as set forth in the "BB" tab of the Approved Budget opposite the heading "Rx Inventory - Ending" (or words of similar import).

"Budgeted Pharmaceutical Inventory Receipts" means, for any period of determination, the budgeted amount of the value, determined at cost, of all Pharmaceutical Inventory to be received by the Loan Parties during such period, as set forth in the "INV PRE" and "INV PST" tabs of the Approved Budget opposite the headings "McKesson PST - Deliveries" and "Other Rx – Est. Deliveries" (or words of similar import).

"Business Acquisition" means (a) an Investment by the Borrower or any of the Subsidiaries in any other Person (including an Investment by way of acquisition of debt or equity securities of any other Person) pursuant to which such Person shall become a Subsidiary or shall be merged into or consolidated with the Borrower or any of the Subsidiaries or (b) an acquisition by the Borrower or any of the Subsidiaries of the property and assets of any Person (other than the Borrower or any of the Subsidiaries) that constitute substantially all of the assets of such Person or any division or other business unit of such Person.

"Business Day" means any day other than a Saturday, Sunday or day on which commercial banks in New York City or Boston, Massachusetts are authorized or required by law to close.

"Capital Lease" means any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which, in accordance with GAAP, should be capitalized on the lessee's balance sheet; provided that, notwithstanding the foregoing, only those leases (assuming for purposes hereof that such leases were in existence prior to giving effect to the adoption of ASU No. 2016-02 "Leases (Topic 842)" and ASU No. 2018-11 "Leases (Topic 842)") that would have constituted Capital Leases or financing leases in conformity with GAAP as in effect prior to giving effect to the adoption of ASU No. 2016-02 "Leases (Topic 842)" and ASU No. 2018-11 "Leases (Topic 842)", shall be considered Capital Leases or financing leases hereunder and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith (other than the financial statements pursuant to Section 5.01 of this Agreement).

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any Capital Lease, which obligations should be classified and accounted for as Capital Leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Carve Out" has the meaning assigned to the term "Carve Out" in the Financing Order.

"Carve Out Trigger Notice" has the meaning assigned to such term in the Financing Order.

"Case Professionals" means the Loan Parties' and any Statutory Committee's professionals, including the Company Advisors, retained by any of them by final order of the Bankruptcy Court (which order has not been reversed, vacated or stayed unless such stay is no longer effective) under Section 327, 330 or 1103(a) of the Bankruptcy Code.

"Cash Collateralize" means, to pledge and deposit with or deliver to the Collateral Agent, for the benefit of one or more of the Issuing Banks or Swingline Lender (as applicable) and the Lenders, as collateral for the Obligations in respect of Letters of Credit, Obligations in respect of Swingline Loans, or obligations of Lenders to fund participations in respect of Obligations in respect of Letters of Credit and/or Obligations in respect of Swingline Loans (as the context may require), cash or deposit account balances or, if the Collateral Agent, the applicable Issuing Bank or Swingline Lender shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to (x) the Collateral Agent and (y) the applicable Issuing Bank or the Swingline Lender. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such Cash Collateral and other credit support.

"Cash Dominion Period" means the period from and after the Closing Date until the Obligations and the Pre-Petition Obligations are indefeasibly paid in full in cash.

"Cash Management Agreement" means any agreement to provide Cash Management Services.

"Cash Management Order" means the order of the Bankruptcy Court entered in the Chapter 11 Case, substantially in the form of Exhibit G and/or otherwise in form and substance satisfactory to the Loan Parties and the Administrative Agent, together with all extensions, modifications and amendment that are in form and substance acceptable to the Loan Parties and the Administrative Agent, which, among other matters, authorizes the Loan Parties to use their cash management system and treasury arrangements.

"Cash Management Services" means any one or more of the following types of services or facilities provided to any Loan Party or any Subsidiary by any Lender or any Affiliate of a Lender (in each case, whether existing on the Closing Date or arising thereafter): (a) automated clearing house transfer transactions, (b) treasury and/or cash management services, including controlled disbursement services, cash vault services, depository, overdraft and electronic funds transfer services, and (c) deposit and other accounts.

"Cash Management System" has the meaning assigned to such term in the Security Agreement.

"Casualty/Condemnation" means any event that gives rise to Casualty/ Condemnation Proceeds.

"Casualty/Condemnation Proceeds" means:

(a) any insurance proceeds under any insurance policies or otherwise with respect to any casualty or other insured damage to any properties or assets of the Borrower or the Subsidiaries; and

(b) any proceeds received by the Borrower or any Subsidiary in connection with any action or proceeding for the taking of any properties or assets of the Borrower or the Subsidiaries, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, by reason of any similar public improvement or condemnation proceeding;

minus, in each case, (i) any fees, commissions and expenses (including the costs of adjustment and condemnation proceedings) and other costs paid or incurred by the Borrower or any Subsidiary in connection therewith and (ii) the amount of any Indebtedness (or Attributable Debt), other than the Obligations, together with premium or penalty, if any, and interest thereon (or comparable obligations in respect of Attributable Debt), that is secured by a Lien on (or if Attributable Debt, the lease of) the properties or assets in question with priority (with respect to such properties or assets) over the Liens of the Collateral Agent securing the Obligations, that is, subject to the terms of the Financing Order, required to be repaid as a result of the receipt by the Borrower or a Subsidiary of such payments or proceeds.

"Change in Control" means the occurrence of any of the following after the Closing Date:

(a) the Permitted Holders ceasing to beneficially own (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), in the aggregate, directly or indirectly, at least a majority of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower (calculated on a fully diluted basis);

(b) the Borrower ceases to be a direct, wholly owned Subsidiary of the Parent Company;

(c) the Borrower shall cease to own, directly or indirectly, 100.0% of the Equity Interests of each Subsidiary Loan Party, except where such failure is as a result of a transaction permitted by the Loan Documents; or

(d) any "Change in Control" (or any comparable term) in any documentation governing Material Indebtedness, the Pharmacy Inventory Supply Agreement, or any McKesson Document.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any request, rule, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided, however, that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and each request, rule, guideline or directive thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case under clauses (x) and (y) above be deemed to be a "Change in Law", regardless of the date enacted, adopted, implemented or issued.

"Chapter 11 Case" has the meaning assigned to such term in the recitals of this Agreement.

"Chapter 11 Case Milestones" shall have the meaning assigned to such term in Section 5.19.

"Charges" has the meaning assigned to such term in Section 9.13.

"Class" shall (a) when used with respect to any Commitment, refers to whether such Commitment is a Revolving Commitment or a FILO Commitment, (b) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Revolving Loans or FILO Loans, and (c) when used with respect to Lenders, refers to whether such Lenders have a Loan or Commitment with respect to a particular Class of Loans or Commitments.

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

"Closing Date" means May 8, 2025.

"CME" means CME Group Benchmark Administration Limited.

"CMS" means the Centers for Medicare and Medicaid Services of HHS, any successor thereof and any predecessor thereof, including the U.S. Healthcare Financing Administration.

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

"Co-Collateral Agent(s)" has the meaning assigned to such term in the preamble hereto. Capital One, National Association shall act as a Co-Collateral Agent under the Loan Documents, and have the rights of a Co-Collateral Agent under the Loan Documents, solely with respect to the consent and other rights of the Co-Collateral Agents or the Required Co-Collateral

Agents, as applicable, specified in Section 5.18 and in the definitions of Approved Budget and Approved Budget Variance Report and in the corresponding provisions of the Financing Order.

"Co-Documentation Agents" has the meaning assigned to such term in the preamble to this Agreement.

"Collateral" means all of the "Collateral" and "Mortgaged Property" or other similar term referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Secured Parties; provided that, without limiting the foregoing, such term shall also include all "DIP Collateral" (as defined in the Financing Order).

"Collateral Agent" has the meaning assigned to such term in the preamble to this Agreement.

"Collateral and Guarantee Requirement" means the requirement that:

(a) the Collateral Agent shall have received from the Parent Company, the Borrower and each Subsidiary Loan Party either (i) a counterpart of, or a supplement to, each Collateral Document duly executed and delivered on behalf of such Loan Party or (ii) in the case of any Person that becomes a Loan Party after the Closing Date, a supplement to each applicable Collateral Document, in the form specified therein, and each Mortgage and applicable Real Estate Collateral Support Document, in each case duly executed and delivered on behalf of such Loan Party;

(b) (i) the Administrative Agent shall be satisfied that, subject to the Financing Order and terms thereof, the Collateral Documents (including the Financing Order) shall be effective to create in favor of the Collateral Agent a legal, valid and enforceable security interest and Lien upon the Collateral, with the priority set forth in the Financing Order, (ii) all documents and instruments, including Uniform Commercial Code financing statements, required by law or reasonably requested by the Agents to be filed, registered or recorded to create the Liens intended to be created by the Collateral Documents and perfect such Liens to the extent required by, and with the priority required by, this Agreement and the Collateral Documents (including the Financing Order), shall have been filed, registered or recorded or delivered to the Collateral Agent for filing, registration or recording (as applicable) and (iii) the Agents shall have been provided with all authorizations, consents and approvals from each Loan Party, Governmental Authority and other Person reasonably requested by it to file, record or register all documents and instruments referred to in clause (b)(ii) of this definition; and

(c) each Loan Party shall have obtained all consents and approvals required to be obtained by it in connection with the execution and delivery of all Collateral Documents to which it is a party and the granting by it of the Liens thereunder.

Notwithstanding anything to the contrary herein, but without limiting the terms of the Financing Order, in no event shall (i) landlord lien waivers, estoppels or collateral access letters be required, (ii) Borrower or any Subsidiary be required to complete any filings or other actions with respect to perfection or creation of security interests in any jurisdiction outside the United

States, or otherwise enter into any security agreement, mortgage or pledge agreement governed by the laws of any jurisdiction outside the United States or (iii) Borrower or any Subsidiary Loan Party be required to create or perfect any security interest, obtain any legal opinion or other deliverable with respect to particular assets of any Loan Party or the provision of guarantee by any Subsidiary, if the cost of creating or perfecting such security interest in such asset or obtaining such legal opinion or other deliverable in respect of such asset or providing such guarantee is excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby, as reasonably agreed between the Borrower and the Administrative Agent.

"Collateral Documents" means the Financing Order, the Security Agreement, the Guarantee Agreement, the Indemnity, Subrogation and Contribution Agreement, the Real Estate Collateral Deliverables and each of the security agreements and other instruments and documents executed and delivered by the Borrower or any other Loan Party pursuant to any of the foregoing or pursuant to any Loan Document for purposes of providing collateral security or credit support for any Obligation or obligation under the Guarantee Agreement.

"Commitment" means the Revolving Commitments and the FILO Commitments, or any combination thereof (as the context requires).

"Commodity Exchange Act" has the meaning assigned to such term in Section 1.06(b).

"Communication" means this Agreement, any Loan Document and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to any Loan Document.

"Company Advisors" means (a) the Company Financial Advisor and (b) the Company Investment Banker.

"Company Financial Advisor" means Alvarez & Marsal, as financial and restructuring advisor to the Loan Parties, or any other financial/restructuring advisor reasonably acceptable to the Administrative Agent.

"Company Investment Banker" means Guggenheim Securities, LLC, as investment banker to the Loan Parties, or any other investment banker reasonably acceptable to the Administrative Agent

"Compliance Certificate" means a certificate, substantially in the form of Exhibit C or in such other form as the Administrative Agent may approve, which shall be certified as complete and correct by a Financial Officer of the Borrower.

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

"Consignment Agreement" means (a) that certain Term Sheet, dated as of April 21, 2025, between the Parent Company and the Consignors, and/or (b) such other agreement providing for a consignment arrangement between any Consignor and any Loan Party, in form and substance satisfactory to the Administrative Agent.

"Consignors" means, individually or collectively, as the context may require, ReStore Capital, LLC, SB360 Capital Partners, LLC or such other consignors reasonably acceptable to the Administrative Agent.

"Consolidated Subsidiary" means, with respect to any Person, at any date, any Subsidiary or other entity the accounts of which would, in accordance with GAAP, be consolidated with those of such Person in its consolidated financial statements if such statements were prepared as of such date.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Controlled Substances" means those substances designated under schedules II through V pursuant to the Controlled Substances Act.

"Controlled Substances Act" means the Controlled Substances Act (21 U.S.C. Sections 801 *et seq*.), as amended from time to time, and any successor statute.

"Convertible Debt" means any debt security of the Borrower issued in the capital markets which, by its terms, may be converted or exchanged, in whole or part, at the option of the holder thereof into common Equity Interests of the Borrower.

"Credit Card Accounts Receivable" means any Account due to any Subsidiary Loan Party from a credit card or debit card issuer or processor arising from purchases made on the following credit cards or debit cards: Visa, MasterCard, American Express, Diners Club, Discover, JCB, Carte Blanche and such other credit cards or debit cards as the Administrative Agent shall approve in its commercially reasonable judgment from time to time, in each case which have been earned by performance by such Subsidiary Loan Party but not yet paid to such Subsidiary Loan Party by the credit card or debit card issuer or the credit card or debit card processor, as applicable.

"Credit Extension Conditions" means, in relation to any determination thereof at any time, the requirement that:

(a) after giving pro forma effect to any Borrowing and any issuance of a Letter of Credit, Availability shall not be less than $0;

(b) (i) Total Revolving Outstandings at such time *plus* (ii) the aggregate Pre-Petition Revolving Exposure of the Participating Pre-Petition Lenders at such time shall not exceed the Total Revolving Commitments at such time;

(c) Revolving Exposure of any Revolving Lender (other than the Revolving Lender acting as the Swingline Lender) plus the Pre-Petition Revolving Exposure of such Revolving Lender, in its capacity as a Participating Pre-Petition Lender, at such time shall not exceed the Revolving Commitment of such Revolving Lender at such time;

(d) LC Exposure of all Revolving Lenders at such time shall not exceed the LC Sublimit;

(e) Swingline Exposure of all Revolving Lenders at such time shall not exceed the Swingline Sublimit;

(f) the Administrative Agent shall have received the applicable Weekly Disbursements Schedule detailing the disbursements to be funded with such Borrowing or Letter of Credit issuance on such date; and

(g) the aggregate amount of such Borrowing or Letter of Credit issuance shall not be in excess of 105% of the amount of disbursements specified for such date in the applicable Weekly Disbursements Schedule.

"Cumulative Four-Week Period" means, as of any date of determination thereof, the four-week period up to and through the Saturday of the most recent week then ended, or if a four-week period has not then elapsed from the Petition Date, such shorter period since the Petition Date through the Saturday of the most recent week then ended.

"Cumulative Period" means, as of any date of determination thereof, the period from the Petition Date through the Saturday of the most recent week ended.

"Daily Simple SOFR" with respect to any applicable determination date means the SOFR published on such date by the SOFR Administrator on the SOFR Administrator's Website.

"Debtor(s)" has the meaning assigned to such term in the recitals of this Agreement.

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

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Rate" means (a) when used with respect to Obligations under the FILO Facility, an interest rate equal to (i) the Alternate Base Rate plus (ii) the Applicable Rate applicable to ABR FILO Loans plus (iii) 2.00% per annum; provided that, with respect to the outstanding principal amount of any FILO Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such FILO Loan plus 2.00% per annum, or (b)(i) when used with respect to Obligations under the Revolving Facility (other than Letter of Credit Fees), (A) the Alternate Base Rate plus (B) the Applicable Rate applicable to Revolving Loans that are ABR Loans plus (C) 2.00% per annum; provided, that, with respect to the outstanding principal amount of any Revolving Loan (including any Swingline Loan), the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Revolving Loan plus 2.00% per annum, and (ii) when used with respect to Letter of Credit Fees, a rate equal to (A) the rate otherwise applicable thereto pursuant to Section 2.12(b) plus (B) 2.00% per annum, in each case of clause (a) and (b), to the fullest extent permitted by applicable laws.

"Defaulting Lender" means, subject to Section 2.23(b), any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund all or any portion of its Loans unless such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith 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, any Issuing Bank, any Swingline Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swingline Loans), (b) has notified the Borrower, the Administrative Agent, any Issuing Bank or the Swingline Lender in writing that it does not intend or expect to comply with its funding obligations hereunder or generally under other agreements in which it commits to extend credit, 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 good faith 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 (3) Business Days after written request by the Administrative Agent, any Issuing Bank or the Borrower made in good faith, to provide a certification from an authorized officer of such Lender in writing to the Administrative Agent and the Borrower that it will comply with its obligations (and is financially able to meet such obligations) hereunder to fund prospective Loans and participations in outstanding Letters of Credit and Swingline Loans (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written certification by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has (i) become the subject of a Bankruptcy Proceeding, (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 (in each case of clause (i) or (ii), other than pursuant to an Undisclosed Administration) 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 shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.23(b)) upon delivery of written notice of such determination to the Borrower, each Issuing Bank, the Swingline Lender and each Lender.

"De Minimis Asset Sale Order" means an order of the Bankruptcy Court entered in the Chapter 11 Case approving the Loan Parties' sales of assets with a de minimis value, which order shall be in form and substance satisfactory to the Loan Parties and the Administrative Agent, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Loan Parties and the Administrative Agent.

"Deposit Account" has the meaning assigned to such term in the Security Agreement.

"Disqualified Preferred Equity Interests" means Preferred Equity Interests of the Borrower that is not Qualified Preferred Equity Interests.

"dollars" and "$" each refer to lawful money of the United States of America.

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

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

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

"EIC" means Elixir Insurance Company, an Ohio corporation, and Subsidiary of the Borrower.

"Electronic Copy" has the meaning set forth in Section 9.17.

"Electronic Record" and "Electronic Signature" have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

"Eligible Assignee" means (a) a Lender or any of its Affiliates or branches; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person (together with its Affiliates and branches), solely in the case of an assignment in respect of the Revolving Facility, has a combined capital and surplus in excess of $250,000,000; (c) an Approved Fund; (d) any Person to whom a Lender assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Lender's rights in and to a material portion of such Lender's portfolio of asset based credit facilities; and (e) any other Person that meets the requirements to be an assignee under Section 9.04(b)(i) and (ii) (in each case of clauses (a) through (e) above, (i) subject to such consents, if any, as may be required under Section 9.04(b)(i) and (ii) excluding any Ineligible Person).

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to pollution or protection of the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters (regarding exposure to Hazardous Materials).

"Environmental Liability" means all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs, (including administrative oversight costs, natural resource damages and remediation costs), whether contingent or otherwise, arising out of or relating to: (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement to the extent liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

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

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

"ERISA Event" means (a) any "reportable event", as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to its withdrawal or partial withdrawal from any Multiemployer Plan; (g) the receipt by the Borrower or any ERISA Affiliate of any notice concerning the imposition of Withdrawal Liability on it or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA; or (h) the existence of any event or condition that could reasonably be expected to constitute grounds under ERISA for the termination by the PBGC of, or the appointment of a trustee to administer, any Plan.

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

"Event of Default" has the meaning assigned to such term in Section 7.01.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and any successor statute.

"Excluded Subsidiary" means EIC; provided that (i) if EIC Guarantees any other Material Indebtedness of the Borrower or any Subsidiary Loan Party or any of the McKesson Obligations, EIC shall not be deemed to be an "Excluded Subsidiary" or (ii) if EIC incurs Material Indebtedness (other than Indebtedness owing to the Borrower or any of its Subsidiaries) or any McKesson Obligations, EIC shall not be deemed to be an "Excluded Subsidiary".

"Excluded Swap Obligation" has the meaning assigned to such term in Section 1.06(b).

"Excluded Taxes" means, with respect to any Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income Taxes imposed on (or measured by) its net income (however denominated) or franchise Taxes, in each case, (i) imposed by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) that are Other Connection Taxes, (b) any branch profits Taxes imposed by the United States of America or any similar Tax imposed by any other jurisdiction described in clause (a) above, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.19(b)), any U.S. Federal withholding Tax that (i) is in effect and would apply to amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to any withholding Tax pursuant to Section 2.17(a), or (ii) is attributable to such Foreign Lender's failure to comply with Section 2.17(e) and (d) any U.S. Federal withholding Taxes imposed under FATCA.

"Existing Letters of Credit" means each letter of credit identified on Schedule 1.01(b) hereto.

"Extraordinary Receipts" means any cash received by or paid to or for the account of any Person not in the ordinary course of business, including (a) tax refunds, (b) pension plan reversions, (c) proceeds of insurance (other than proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) indemnity payments or funds released from escrow, (f) any purchase price adjustments in connection with any transaction agreement, and (g) any receipt by EIC of any receivables or other cash payments; provided, however, that an Extraordinary Receipt shall not include (i) cash receipts from proceeds of insurance or indemnity payments to the extent that such proceeds, awards or payments are received by any Person in respect of any third party claim against such Person and applied to pay (or to reimburse such Person for its prior payment of) such claim and the costs and expenses of such Person with respect thereto or (ii) any Casualty/Condemnation Proceeds.

"Facility" means the FILO Facility and/or the Revolving Facility, as applicable and as the context may require.

"Fair Market Value" or "fair market value" means, with respect to any asset or liability, the fair market value of such asset or liability.

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

"Federal Funds Effective Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent, and (c) if the Federal Funds Effective Rate as do determined shall be less than one percent (1.00%), then the Federal Funds Effective Rate shall be deemed to be one percent (1.00%) for purposes of this Agreement.

"Fee Letter" means the Fee Letter, dated as of the Closing Date, by and among the Borrower, and Bank of America, as amended, amended and restated, supplemented or replaced and in effect from time to time.

"FILO Commitment" means, with respect to each FILO Lender, the commitment of such FILO Lender to make FILO Loans to the Borrower pursuant to Section 2.01(b) on the Final Order Entry Date, in an aggregate principal amount not to exceed the amount set forth opposite such FILO Lender's name on Schedule 2.01 on and as of the Closing Date under the caption "FILO Commitment". The aggregate amount of the FILO Commitments on the Closing Date is $240,000,000.

"FILO Facility" means, at any time (a) prior to the funding of the FILO Loans on the Final Order Entry Date, the Total FILO Commitments of the FILO Lenders at such time and (b) thereafter, the sum of (x) the outstanding amount of the Total FILO Commitments at such time and (y) the Total FILO Outstandings at such time.

"FILO Loan" means the FILO Loan made pursuant to Section 2.01(b)(i) on the Final Order Entry Date.

"FILO Lender" means each Lender that has a FILO Commitment or that holds a FILO Loan, including any such Person that shall have become a party hereto as a FILO Lender pursuant to an Assignment and Acceptance.

"FILO Maturity Date" means with respect to the FILO Loans, May 8, 2026; provided that, if any such date is not a Business Day, the FILO Maturity Date shall be deemed to be the immediately preceding Business Day.

"Final Financing Order" means, the order of the Bankruptcy Court entered in the Chapter 11 Case after a final hearing under Bankruptcy Rule 400(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be in form and substance satisfactory to the Loan Parties and the Administrative Agent, and from which no appeal or motion to reconsider has been filed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Loan Parties and the Administrative Agent.

"Final Order Entry Date" means the date on which the Bankruptcy Court enters the Final Financing Order.

"Financial Officer" means with respect to any Person, the chief financial officer, principal accounting officer, treasurer, vice president of financial accounting, vice president (or more senior level officer) of finance or accounting, senior director of treasury or controller of such Person. Any document delivered hereunder that is signed by a Financial 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 Financial Officer, shall be conclusively presumed to have acted on behalf of such Loan Party.

"Financing Order" means, as the context may require, the Interim Financing Order or the Final Financing Order, whichever is then applicable.

"Foreign Lender" means (a) if the Borrower is a U.S. Person, any Lender, with respect to such Borrower, that is not a U.S. Person, and (b) if the Borrower is not a U.S. Person, any Lender, with respect to such Borrower, that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Fronting Exposure" means, at any time there is a Revolving Lender that is a Defaulting Lender, (a) with respect to any Issuing Bank, such Defaulting Lender's LC Exposure with respect to Letters of Credit issued by such Issuing Bank other than LC Exposure as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash

Collateralized in accordance with the terms hereof and (b) with respect to the Swingline Lender, such Defaulting Lender's Applicable Percentage of outstanding Swingline Loans made by such Swingline Lender, other than Swingline Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"GAAP" means generally accepted accounting principles in the United States of America.

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

"Government Lockbox Account" has the meaning assigned to such term in the Security Agreement.

"Government Lockbox Account Agreement" has the meaning assigned to such term in the Security Agreement.

"Government Lockbox Account Bank" has the meaning assigned to such term in the Security Agreement.

"Ground-Leased Real Estate" means Real Estate that is ground leased by a Loan Party pursuant to a Real Estate Lease and a Loan Party owns the improvements on such Real Estate, including all such Real Estate described on Schedule 3.05(a)(3).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Guarantee Agreement" means the Guarantee Agreement, dated as of the Closing Date, made by the Parent Company and the Subsidiary Loan Parties (including additional Subsidiary Loan Parties that become parties thereto in accordance with the terms thereof) and the

Collateral Agent, for the benefit of the Secured Parties, as such agreement may be amended, supplemented or otherwise modified from time to time.

"Hazardous Materials" means (a) petroleum products and byproducts, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, radon gas, chlorofluorocarbons and all other ozone-depleting substances, or (b) any chemical, material, substance, waste, pollutant or contaminant that is prohibited, limited or regulated by or pursuant to any Environmental Law.

"Healthcare Laws" means all federal and state laws applicable to the business of any Loan Party or Subsidiary regulating the handling, marketing, promotion, and provision of and payment for healthcare or pharmaceutical products and services, as amended from time to time, including (a) HIPAA, (b) 31 U.S.C. Section 3729 *et seq.* (commonly referred to as the "civil False Claims Act"), (c) 18 U.S.C. Section 287 (commonly referred to as the "criminal False Claims Act"), (d) 18 U.S.C. Section 1347 (commonly referred to as the "Health Care Fraud law"), (e) Section 6032 of the Deficit Reduction Act of 2005, (f) the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. Section 301, *et seq.*, (g) the Public Health Service Act, 42 U.S.C. Section 3729, *et seq.*, and (h) the Controlled Substances Act, and in each case, all rules and regulations promulgated thereunder, including the Medicare Regulations and the Medicaid Regulations. For the avoidance of doubt, Healthcare Laws shall include Pharmaceutical Laws for all purposes of this Agreement.

"Healthcare Permit" means any license, permit, certification and/or approval of a Governmental Authority or other regulatory authority required under Healthcare Laws applicable to the business of any Loan Party or any Subsidiary or necessary in the sale, furnishing, or delivery of goods or services under Healthcare Laws applicable to the business of any Loan Party or any Subsidiary.

"Hedging Agreement" means any interest rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of the foregoing transactions) or any combination of the foregoing transactions.

"HHS" means the United States Department of Health and Human Services and any successor thereof.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed by such Persons, provided that the amount of such Indebtedness will be the lesser of the fair market value of such property and the amount of Indebtedness of such other Person, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances and (j) all Disqualified Preferred Equity Interests valued, as of the date of determination, at the greater of (i) the maximum aggregate amount that would be payable upon maturity, or upon the mandatory redemption, repayment or repurchase thereof and (ii) the maximum liquidation preference of such Disqualified Preferred Equity Interests. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

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

"Indemnitee" has the meaning assigned to such term in Section 9.03(b).

"Indemnity, Subrogation and Contribution Agreement" means the Indemnity, Subrogation and Contribution Agreement, dated as of the Closing Date, among the Parent Company, the Borrower, the Subsidiary Loan Parties (including additional Subsidiary Loan Parties becoming party thereto in accordance with the terms thereof) and the Collateral Agent, as such agreement may be amended, supplemented or otherwise modified from time to time.

"Ineligible Person" has the meaning assigned to such term in Section 9.04(b)(ii)(E).

"Information" has the meaning assigned to such term in Section 9.12.

"Information Certificate" means a certificate in the form of Schedule 4 to the Security Agreement or any other form approved by the Agents.

"Initial Post-Auction Budget Update" has the meaning assigned to such term in Section 5.18(b).

"Intellectual Property" has the meaning set forth in the Security Agreement.

"Intercompany Inventory Purchase Agreement" means the Intercompany Inventory Purchase Agreement dated as of December 18, 2018 (as amended), among the Borrower, Rite Aid Hdqtrs. Corp., the Distribution Subsidiaries as defined and named therein and the Operating Subsidiaries as defined and named therein.

"Interest Election Request" means a notice of (a) a conversion of Loans from one Type to the other or (b) a continuation of Term SOFR Loans, in each case, pursuant to Section 2.07, which shall be substantially in the form of Exhibit B or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent) appropriately completed and signed by a Responsible Officer of the Borrower.

"Interest Payment Date" means (a) with respect to any ABR Loan (other than a Swingline Loan), the first day of each calendar month, (b) with respect to any Term SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part, and (c) with respect to any Swingline Loan, the day that such Loan is required to be repaid.

"Interest Period" means, with respect to any Term SOFR Borrowing, the period commencing on the date such Term SOFR Borrowing is disbursed or converted or continued as a Term SOFR Borrowing and ending on the date that is one month thereafter; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day (unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day), (ii) any Interest Period of one month that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (iii) no Interest Period for any applicable Class of Loans shall extend beyond the Latest Maturity Date for such applicable Class; provided that in the case of any Revolving Loan, no Interest Period shall extend beyond the next upcoming Revolving Maturity Date to occur. 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 Financing Order" means the order of the Bankruptcy Court entered in the Chapter 11 Case after an interim hearing, in the form attached hereto as Exhibit F and/or otherwise in form and substance satisfactory to the Loan Parties and the Administrative Agent, together with all extensions, modifications, and amendments thereto approved by the Borrower and the Administrative Agent.

"Inventory" means "Inventory" as defined in Article 9 of the UCC.

"Investment" by any Person in any other Person means (a) any direct or indirect loan, advance or other extension of credit, assumption of debt, or capital contribution to or for the account of such other Person (by means of any transfer of cash or other property to any Person or any payment for property or services for the account or use of any Person, or otherwise), (b) any direct or indirect purchase or other acquisition of any Equity Interests, bond, note, debenture or other debt or equity security or evidence of Indebtedness, or any other ownership interest (including, any option, warrant or any other right to acquire any of the foregoing), issued by such other Person, whether or not such acquisition is from such or any other Person, (c) any direct or indirect payment by such Person on a Guarantee of or for the account of such other Person or any direct or indirect issuance by such Person of such a Guarantee (provided, however, that, for purposes of Section 6.04, payments under Guarantees not exceeding the amount of the Investment attributable to the issuance of such Guarantee will not be deemed to result in an increase in the amount of such Investment), or (d) any Business Acquisition. The amount of any Investment shall be the original principal or capital amount thereof less all returns of principal or equity thereon (and without adjustment by reason of the financial condition of such other Person) and shall, if made by the transfer or exchange of property other than cash, be deemed to have been made in an original principal or capital amount equal to the fair market value of such property at the time of such transfer or exchange.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

"Issuing Bank Agreement" has the meaning assigned to such term in Section 2.05(k).

"Issuing Banks" means Bank of America, N.A., Wells Fargo Bank, National Association, and any other Revolving Lender from time to time designated by the Borrower as an Issuing Bank, with the consent of such Revolving Lender (in its sole and absolute discretion) and the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed), and their respective successors in such capacity (it being agreed that any such other Revolving Lender shall be under no obligation to be an Issuing Bank hereunder). An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Banks" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate (it being agreed that such Issuing Bank shall, or shall cause such Affiliate to, comply with the requirements of Section 2.05(p) with respect to such Letters of Credit). At any time there is more than one Issuing Bank, any singular references to the Issuing Bank shall mean any Issuing Bank, each Issuing Bank, the Issuing Bank that has issued the applicable Letter of Credit, or all Issuing Banks, as the context may require.

"Joint Venture" means, with respect to any Person, at any date, any other Person in whom such Person directly or indirectly holds an Investment consisting of an Equity Interest, and whose financial results would not be consolidated under GAAP with the financial results of such Person on the consolidated financial statements of such Person, if such statements were prepared in accordance with GAAP as of such date.

"Latest Maturity Date" means, at any date of determination, as applicable and as the context may require (a) the latest of (i) the latest Revolving Maturity Date and (ii) the latest FILO Maturity Date, in each case, applicable to any Class of Loans or Commitments outstanding hereunder and in effect on such date of determination or (b) with respect to any Class of Commitments or Loans, the latest such date specified in clause (a) above with respect to such Class of Commitments or Loans.

"LC Commitment" means, with respect to each Issuing Bank, the commitment of such Issuing Bank to issue Letters of Credit pursuant to Section 2.05, subject to the LC Sublimit and the limitation that the aggregate amount of Letters of Credit issued by Bank of America, N.A. and Wells Fargo Bank, National Association, each in its capacity as an Issuing Bank shall not exceed $125,000,000 at any time outstanding with respect to any such Issuing Bank (unless otherwise agreed by such Issuing Bank); provided, however, that notwithstanding the foregoing to the contrary, any Issuing Bank may, in its sole discretion, issue Letters of Credit in an aggregate amount exceeding its LC Commitment, subject to the other Credit Extension Conditions.

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

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

"LC Sublimit" has the meaning assigned to such term in Section 2.05(b)(i).

"Lender(s)" has the meaning assigned to such term in the preamble to this Agreement and shall include any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance or otherwise in accordance with the terms of this Agreement. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Lender Group Consultant" has the meaning assigned to such term in Section 5.13(b).

"Letter of Credit" means (a) each Existing Letter of Credit, and (b) any letter of credit issued pursuant to this Agreement under the Revolving Commitments.

"Letter of Credit Fee" has the meaning assigned to such term in Section 2.12(b).

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, Capital Lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Liquidation" means the exercise by any Agent of those rights and remedies of the Agents under the Loan Documents and applicable law as a creditor of the Loan Parties, including (after the occurrence and during the continuation of an Event of Default) the conduct by any or all of the Loan Parties, acting with the consent of the Agents, of any public, private or "Going-Out-Of-Business Sale" or other disposition of Collateral for the purpose of liquidating the Collateral. Derivations of the word "Liquidation" (such as "Liquidate") are used with like meaning in this Agreement.

"Loan Documents" means this Agreement, the Fee Letter, all Collateral Documents, all Acceptable Intercreditor Agreements, all Compliance Certificates (including all Approved Budgets and Approved Budget Variance Reports attached thereto), the Information Certificate, any promissory notes issued to any Lender pursuant to this Agreement and any other agreement now or hereafter executed and delivered in connection herewith (excluding agreements entered into in connection with any transaction arising out of any Bank Products or Cash Management Services), each as amended and in effect from time to time.

"Loan Parties" means the Borrower, the Parent Company and the Subsidiary Loan Parties.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement (including, unless the context otherwise requires, the Revolving Loans, the FILO Loans and the Swingline Loans).

"Margin Stock" means "margin stock", as such term is defined in Regulation U of the Board.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations, properties or condition (financial or otherwise) of the Borrower and the other Loan Parties, taken as a whole, (b) the ability of any Loan Party to perform any of its material obligations under any Loan Document to which it is a party or (c) the legality, validity or enforceability of the Loan Documents (including the validity, enforceability or priority of security interests granted thereunder) or the rights of or benefits or remedies available to the Lenders under any Loan Document. Notwithstanding the foregoing, (i) the filing of the Chapter 11 Case (and any defaults, purported terminations or change of payment terms under pre-petition agreements, so long as the exercise of remedies as a result of such defaults or the termination or change of payment terms of such agreements are subject to the Automatic Stay or Section 365(e) of the Bankruptcy Code or such agreements are voided or invalidated by the Bankruptcy Court) and (ii) the incurrence of any Pre-Petition claim or liability that is unsecured and junior in priority to the Obligations, will, individually and collectively, each not be deemed to have a Material Adverse Effect.

"Material Indebtedness" means (a) the Rollover Notes Debt, (b) the Takeback Notes Debt, and (c) Indebtedness (other than the Loans and Letters of Credit or, to the extent constituting Indebtedness, any McKesson Obligations) or obligations in respect of one or more Hedging Agreements, of any one or more of the Borrower or the Subsidiaries in an aggregate principal amount exceeding $5,000,000. For purposes of this definition, the "principal amount" of the obligations of the Borrower or any Subsidiary in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Hedging Agreement were terminated at such time.

"Material Real Estate" means all Owned Real Estate and Ground-Leased Real Estate.

"Maximum Rate" has the meaning assigned to such term in Section 9.13.

"McKesson" means McKesson Corporation, a Delaware corporation.

"McKesson Collateral Documents" means the McKesson Security Agreement, the McKesson Subsidiary Guarantee Agreement, the McKesson Indemnity, Subrogation and Contribution Agreement and each of the security agreements and other instruments and documents executed and delivered by the Borrower or any other Loan Party pursuant to any of the foregoing or pursuant to the McKesson Pharmacy Inventory Supply Agreement for purposes of providing collateral security or credit support for any McKesson Trade Obligations.

"McKesson Contingent Deferred Cash Obligations" means the Contingent Deferred Cash Payments under and as defined in the McKesson Pharmacy Inventory Supply Agreement.

"McKesson Documents" means (a) the McKesson Pharmacy Inventory Supply Agreement, (b) the McKesson Collateral Documents and (c) any other document or agreement among McKesson and any Loan Party relating to the settlement of McKesson's claims against the Debtors in the Prior Chapter 11 Case that binds or purports to bind any Loan Party or any Subsidiary (or any of their property or assets).

"McKesson Emergence Date Payment" means the Effective Date Payment under and as defined in the McKesson Pharmacy Inventory Supply Agreement.

"McKesson Guaranteed Cash Obligations" means the Guaranteed Deferred Cash Payments under and as defined in the McKesson Pharmacy Inventory Supply Agreement.

"McKesson Indemnity, Subrogation and Contribution Agreement" means that certain Indemnity, Subrogation and Contribution Agreement, dated as of the Pre-Petition Closing Date, among the Borrower, the Subsidiary Loan Parties (including additional Subsidiary Loan Parties becoming party thereto in accordance with the terms thereof) and McKesson, as such agreement may be amended, supplemented or otherwise modified from time to time.

"McKesson Obligations" means, collectively, the McKesson Trade Obligations, the McKesson Guaranteed Cash Obligations and the McKesson Contingent Deferred Cash Obligations.

"McKesson Pharmacy Inventory Supply Agreement" means that certain Supply Agreement, dated as of the Pre-Petition Closing Date, by and between the Borrower and McKesson, as such agreement may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement, the ABL / McKesson Intercreditor Agreement and/or any order of the Bankruptcy Court.

"McKesson Security Agreement" means that certain Security Agreement, dated as of the Pre-Petition Closing Date, among the Borrower, the Subsidiary Loan Parties (including additional Subsidiary Loan Parties that become parties thereto in accordance with the terms thereof) and McKesson, for the benefit of the Secured Parties, as such agreement may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement and the ABL / McKesson Intercreditor Agreement.

"McKesson Subsidiary Guarantee Agreement" means that certain Subsidiary Guarantee Agreement, dated as of the Pre-Petition Closing Date, made by the Subsidiary Loan Parties (including additional Subsidiary Loan Parties that become parties thereto in accordance with the terms thereof) and McKesson, as such agreement may be amended, supplemented or otherwise modified from time to time.

"McKesson Trade Obligations" means all trade payables, trade debt and other obligations of any Loan Parties or any of their respective Subsidiaries owing to McKesson (or its Affiliates) pursuant to the McKesson Pharmacy Inventory Supply Agreement (other than (x) the

McKesson Contingent Deferred Cash Obligations, (y) the McKesson Emergence Date Payment and (z) the McKesson Guaranteed Cash Obligations).

"Medicaid" means that government-sponsored entitlement program under Title XIX, P.L. 89-97 of the Social Security Act, which provides federal grants to states for medical assistance based on specific eligibility criteria, as set forth on 42 U.S.C. Section 1396, *et seq*.

"Medicaid Regulations" means (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting the medical assistance program established by Title XIX of the Social Security Act and any statutes succeeding thereto; (b) all applicable provisions of all federal rules, regulations, manuals and orders of all Governmental Authorities promulgated pursuant to or in connection with the statutes described in clause (a) above and all federal administrative, reimbursement and other guidelines of all Governmental Authorities having the force of law promulgated pursuant to or in connection with the statutes described in clause (a) above; (c) all state statutes and plans for medical assistance enacted in connection with the statutes and provisions described in clauses (a) and (b) above; and (d) all applicable provisions of all rules, regulations, manuals and orders of all Governmental Authorities promulgated pursuant to or in connection with the statutes described in clause (c) above and all state administrative, reimbursement and other guidelines of all Governmental Authorities having the force of law promulgated pursuant to or in connection with the statutes described in clause (b) above, in each case as may be amended, supplemented or otherwise modified from time to time.

"Medicare" means that government-sponsored insurance program under Title XVIII, P.L. 89-97, of the Social Security Act, which provides for a health insurance system for eligible elderly and disabled individuals, as set forth at 42 U.S.C. Section 1395, *et seq*.

"Medicare Regulations" means all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act and any statutes succeeding thereto, together with all applicable provisions of all rules, regulations, manuals and orders and administrative, reimbursement and other guidelines having the force of law of all Governmental Authorities (including, without limitation, CMS, the OIG, HHS, or any Person succeeding to the functions of any of the foregoing) promulgated pursuant to or in connection with any of the foregoing having the force of law, as each may be amended, supplemented or otherwise modified from time to time.

"Moody's" means Moody's Investors Service, Inc., or any successor to its business of rating debt securities.

"Mortgage" or "Mortgages" means, individually and collectively, as the context requires, each of the fee mortgages, deeds of trust, deeds and other similar security documents executed by a Loan Party that purports to grant a Lien to the Collateral Agent (or a trustee for the benefit of the Collateral Agent) for the benefit of the Secured Parties in any Real Estate, in form and substance reasonably satisfactory to the Administrative Agent.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Cash Proceeds" means:

(a) with respect to any Asset Sale, an amount equal to the cash proceeds received by the Borrower or any of the Subsidiaries from or in respect of such Asset Sale (including, when received, any cash proceeds received in respect of any noncash proceeds of any Asset Sale), less the sum of the following:

(i) reasonable costs and expenses paid or incurred in connection with such transaction, including any underwriting brokerage or other customary selling commissions and reasonable legal, advisory and other fees and expenses (including title and recording expenses, associated therewith); and

(ii) the amount of any Indebtedness (or Attributable Debt), together with premium or penalty, if any, and accrued interest thereon (or comparable obligations in respect of Attributable Debt) secured by a Lien on (or if Attributable Debt, the lease of) any asset disposed of in such Asset Sale and discharged from the proceeds thereof, but only to the extent such Lien has priority over the Lien of the Collateral Agent securing the Obligations with respect to such assets;

(b) with respect to the proceeds received by the Borrower or a Subsidiary from or in respect of an issuance of Indebtedness for borrowed money, of equity securities, or of equity-linked (e.g., trust preferred) securities, an amount equal to the cash proceeds received by the Borrower or any of the Subsidiaries from or in respect of such issuance, less any reasonable transaction costs, including investment banking and underwriting fees, discounts and commissions and any other expenses (including legal fees and expenses) reasonably incurred by such Person in respect of such issuance;

(c) with respect to a Casualty/Condemnation, the amount of Casualty/Condemnation Proceeds; and

(d) with respect to any Extraordinary Receipt, the cash proceeds and other compensation received by the Borrower or any Subsidiary in respect thereof, net of all reasonable costs and expenses incurred in connection with the collection of such proceeds, or other compensation in respect of such Extraordinary Receipt.

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

"Non-Extension Notice Date" has the meaning assigned to such term in Section 2.05(c).

"Obligations Payment Date" means the date on which (a) the Obligations have been indefeasibly paid in full in cash (other than (i) contingent indemnification obligations and other obligations of the Loan Parties that expressly survive the termination of the Loan Documents for which no claim has been asserted and (ii) Obligations with respect to Bank Product Liabilities not yet due and payable, except to the extent the Administrative Agent has received written notice, at least three (3) Business Days prior to any proposed Obligations Payment Date stating that arrangements reasonably satisfactory to the applicable provider thereof in respect of Bank Products or Cash Management Services have not been made), all Letters of Credit shall have expired or terminated (or been Cash Collateralized or backstopped in a manner reasonably satisfactory to the applicable Issuing Bank) and all LC Exposure have been reduced to zero (or Cash Collateralized or backstopped in a manner reasonably satisfactory to the applicable Issuing Bank), and (b) all lending commitments under this Agreement and the other Loan Documents have been terminated.

"Obligations" means (a) the principal of each Loan made under this Agreement, (b) all reimbursement and cash collateralization obligations in respect of letters of credit issued under this Agreement, (c) all Bank Product Liabilities, (d) all interest on the loans, letter of credit reimbursement, fees (including any Pre-Petition Obligations deemed to have been exchanged to be obligations hereunder pursuant to the terms of this Agreement), indemnification and other obligations under this Agreement, or with respect to such Bank Product Liabilities (including, without limitation, any interest, fees and other amounts which accrue after the commencement of any case, proceeding or other action relating to a Bankruptcy Proceeding of the Borrower or any Subsidiary Loan Party, whether or not allowed or allowable, in whole or in part, as a claim in such Bankruptcy Proceeding), (e) all other amounts payable by the Borrower or any Subsidiary under the Loan Documents or in respect of Bank Product Liabilities and (f) all increases, renewals, extensions and Refinancings of the foregoing.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"OIG" means the Office of Inspector General of HHS and any successor thereof.

"Other Connection Taxes" means, with respect to any Agent, any Lender, any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Inventory" means all Inventory other than Pharmaceutical Inventory.

"Other Taxes" means any and all present or future recording, filing, stamp, court or documentary, excise, transfer, sales, property or similar Taxes, charges or levies arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"Owned Real Estate" means Real Estate that a Loan Party owns in fee simple absolute, including all such Real Estate described on Schedule 3.05(a)(2).

"Parent Company" means (a) initially, New Rite Aid, LLC, a Delaware limited liability company and (b) any successor thereof that become the direct parent of the Borrower.

"Participant" has the meaning assigned to such term in Section 9.04(c)(i).

"Participant Register" has the meaning assigned to such term in Section 9.04(c)(i).

"Participating Pre-Petition Lender" means any Lender hereunder, in its capacity as a Pre-Petition Lender.

"Payment Intangible" means a "Payment Intangible" as defined in Article 9 of the UCC.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Periodic Budget Updates" has the meaning assigned to such term in Section 5.18(b).

"Permitted Encumbrances" means:

(a) Liens imposed by law for taxes that are not yet due or are being contested in compliance with Section 5.05;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 5.05;

(c) subject to the Financing Order and the terms thereof, pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) subject to the Financing Order and the terms thereof, deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens in respect of Post-Petition judgments that do not constitute an Event of Default under Section 7.01(k);

(f) easements, zoning restrictions, rights-of-way, encroachments and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not (i) materially detract from the value of the affected property or (ii) materially interfere with the ordinary conduct of business of the Borrower or any Subsidiary;

(g) licenses, sublicenses, leases or subleases granted in the ordinary course of business with respect to Real Estate and, to the extent constituting a Lien, the Real Estate Leases for Ground-Leased Real Estate;

(h) landlord Liens arising by law securing obligations that are not overdue by more than thirty (30) days or that are being contested in good faith by appropriate proceedings;

(i) Liens arising from precautionary UCC filings regarding operating leases or the consignment of goods to the Borrower or any Subsidiary;

(j) Liens arising by virtue of statutory or common law provisions relating to banker's Liens, Liens in favor of securities intermediaries, rights of set off or similar rights and remedies with respect to deposit accounts or securities accounts or other funds or assets maintained with depository institutions and securities intermediaries;

(k) Liens in favor of a credit card or debit card processor arising in the ordinary course of business under any processor agreement and relating solely to the amounts paid or payable by, or customary deposits or reserves held by, such credit card or debit card processor;

(l) Liens in favor of customs and revenues authorities imposed by applicable laws arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii)(A) that are being contested in good faith by appropriate proceedings, (B) the applicable Loan Party or Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (C) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation;

(m) 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;

(n) any interest or title of a lessor, sublessor, licensor or sublicensor under leases, subleases, licenses or sublicenses (including software and other technology licenses) entered into by the Borrower or any of its Subsidiaries in the ordinary course of business;

(o) to the extent existing as of the Petition Date, any encumbrance or restriction (including put and call arrangements) contained in the applicable organizational documents with respect to Equity Interests of any Joint Venture or similar arrangement pursuant to any Joint Venture or similar arrangement; and

(p) any zoning, land use, environmental or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not (i) materially detract from the value of the affected property or (ii) materially interfere with the ordinary conduct of the business of the Borrower or any of the Subsidiaries;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

"Permitted Holders" means (a) the Persons listed on Schedule 1.01(c) and any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act) of which any of the foregoing are members; provided that, in the case of such group and without giving effect to the existence of such group or any other group, such Persons listed on Schedule 1.01(c), collectively, have direct or indirect beneficial ownership of more than fifty percent (50.00%) of the total voting power of the voting Equity Interests of the Borrower and the Parent Company, and (b) any Person acting in the capacity of an underwriter (solely to the extent that and for so long as such Person is acting in such capacity) in connection with a public or private offering of Equity Interests of the Borrower or its applicable direct or indirect parent company, including the Parent Company.

"Permitted Investments" means any investment by any Person in (a) direct obligations of the United States or any agency thereof, or obligations guaranteed by the United States or any agency thereof, (b) commercial paper rated at least A-1 by S&P and P-1 by Moody's at the time of acquisition thereof, (c) time deposits with, including certificates of deposit issued by, any office located in the United States of any bank or trust company which is organized or licensed under the laws of the United States or any state thereof and at the time such deposit is made or certificate of deposit issued, has capital, surplus and undivided profits aggregating at least $500,000,000, (d) repurchase agreements with respect to securities described in clause (a) above entered into with an office of a bank or trust company meeting the criteria specified in clause (c) above at the time such repurchase agreement is entered into; provided in each case that such investment matures within one year from the date of acquisition thereof by such Person or (e) money market mutual funds at least 80% of the assets of which are held in investments referred to in clauses (a) through (d) above determined at the time of such investment (except that the maturities of certain investments held by any such money market funds may exceed one year so long as the dollar-weighted average life of the investments of such money market mutual fund is less than one year).

"Permitted Prior Lien" means any Lien permitted by the Pre-Petition Credit Agreement, to the extent any such permitted Lien is valid, binding, enforceable, properly perfected, non-avoidable and senior in priority to the Liens securing the Pre-Petition Obligations as of the Petition Date.

"Permitted Real Estate Disposition" means the sale or other disposition of Real Estate (and, with respect to any applicable Real Estate, the Real Estate Related Assets), so long as such sale or other disposition is consented to by the Administrative Agent and the Co-Collateral Agents.

"Permitted Variance" has the meaning assigned to such term in Section 5.18(c).

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

"Petition Date" has the meaning set forth in the recitals to this Agreement.

"Pharmaceutical Inventory" means all Inventory consisting of products that can be dispensed only on order of a licensed professional.

"Pharmaceutical Laws" means federal, state and local laws, rules or regulations, codes, orders, decrees, judgments or injunctions issued, promulgated, approved or entered, relating to dispensing, storing or distributing prescription medicines or products, including laws, rules or regulations relating to the qualifications of Persons employed to do the same.

"Pharmacy Inventory Supplier" means (a) initially, McKesson, and (b) any other supplier of Pharmaceutical Inventory that may replace McKesson.

"Pharmacy Inventory Supply Agreement" means (a) initially, the McKesson Pharmacy Inventory Supply Agreement and (b) any other supply agreement, in form and substance reasonably satisfactory to the Administrative Agent, among any one or more Loan Parties and a Pharmacy Inventory Supplier, relating to the purchase of Pharmaceutical Inventory by the Loan Parties.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate has any liability or is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform" has the meaning assigned to such term in Section 5.01.

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

"Preferred Equity Interests" means, with respect to any Person, any Equity Interests of such Person that are entitled to a preference or priority, in respect of dividends or distributions upon liquidation, over some other class of Equity Interests issued by such Person.

"Prepayment Event" means:

(a) any sale, transfer or other disposition (including pursuant to a Permitted Real Estate Disposition) of any property or asset of the Borrower or any Subsidiary, other than sales, transfers or other dispositions described in clauses (a), (b), and/or (d), of Section 6.05;

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any property or asset of the Borrower or any Subsidiary (including any Casualty/Condemnation);

(c) the incurrence by the Borrower or any Subsidiary of any Indebtedness not permitted to be incurred under Section 6.01(a); or

(d) the receipt by the Borrower or any Subsidiary of any Extraordinary Receipt.

"Pre-Petition" means the time period ending immediately prior to the filing of the Chapter 11 Case.

"Pre-Petition Agent" shall mean the "Administrative Agent" and "Collateral Agent" (as such terms are defined in the Pre-Petition Credit Agreement).

"Pre-Petition Closing Date" means August 30, 2024.

"Pre-Petition Credit Agreement" means that certain Credit Agreement, dated as of the Pre-Petition Closing Date, among the Borrower, the Pre-Petition Lenders, Bank of America, as the Pre-Petition Agent, and the other agents and arrangers party thereto, as amended, restated, supplemented or otherwise modified prior to the Closing Date.

"Pre-Petition FILO Facility" means the "FILO Facility" (as such term is defined in the Pre-Petition Credit Agreement).

"Pre-Petition FILO Loan Prepayment Fee" means the "FILO Loan Prepayment Fee", as such term is defined in the Pre-Petition Credit Agreement. As of the Closing Date, the accrued amount of the Pre-Petition FILO Loan Prepayment Fee is $1,800,000.

"Pre-Petition FILO Loans" means, at any time of determination, the "FILO Loans" (as such term is defined in the Pre-Petition Credit Agreement) at such time.

"Pre-Petition FILO Obligations" means, at any time of determination, the Pre-Petition Obligations relating to the Pre-Petition FILO Facility.

"Pre-Petition First Amendment Fees" means the First Amendment Consent Fees under, and as defined in, that certain First Amendment Fee Letter, dated as of January 14, 2025, among the Borrower and the Pre-Petition Agent. As of the Closing Date, the aggregate accrued amount of the Pre-Petition First Amendment Fees is $3,319,744.74.

"Pre-Petition Lenders" means the "Lenders" from time to time party to the Pre-Petition Credit Agreement.

"Pre-Petition Loan Documents" means the "Loan Documents" as such term is defined in the Pre-Petition Credit Agreement.

"Pre-Petition Obligations" means all "Obligations", as such term is defined in the Pre-Petition Credit Agreement.

"Pre-Petition Revolving Commitment Termination Fee" means the "Revolving Commitment Termination Fee" (as such term is defined in the Pre-Petition Credit Agreement). As of the Closing Date, the accrued amount of the Pre-Petition Revolving Commitment Termination Fee is $14,250,000.

"Pre-Petition Revolving Exposure" means the "Revolving Exposure" (as such term is defined in the Pre-Petition Credit Agreement).

"Pre-Petition Revolving Facility" means the "Revolving Facility" (as such term is defined in the Pre-Petition Credit Agreement).

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"Pre-Petition Revolving Loans" means, at any time of determination, the "Revolving Loans" (as such term is defined in the Pre-Petition Credit Agreement) at such time.

"Pre-Petition Revolving Obligations" means, at any time of determination, the Pre-Petition Obligations relating to the Pre-Petition Revolving Facility.

"Pre-Petition Secured Parties" means the "Secured Parties" (as such term is defined in the Pre-Petition Credit Agreement).

"Pre-Petition Total Revolving Outstandings" means, at any time of determination, the "Total Revolving Outstandings" at such time under and as defined in the Pre-Petition Credit Agreement.

"Prescription File" means, as to any Loan Party, all right, title and interest of such Loan Party in and to all prescription files maintained by it or on its behalf, including all patient profiles, customer lists, customer information and other records of prescriptions filled by such Loan Party, in whatever form and wherever maintained by such Loan Party or on such Loan Party's behalf, and all goodwill and other intangible assets arising from the maintenance of such records and the possession of information contained therein.

"Prime Rate" means the rate of interest announced by Bank of America from time to time as its prime rate. Such rate is set by Bank of America on the basis of various factors, including its costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such rate. Any change in such rate publicly announced by Bank of America shall take effect at the opening of business on the day specified in the announcement.

"Prior Chapter 11 Case" means the "Chapter 11 Case" (as such term is defined in the Pre-Petition Credit Agreement).

"Prior Week" means, as of any date of determination, the immediately preceding week ended on a Saturday and commencing on the prior Sunday.

"Protective Advance" means any extension of credit hereunder that is made, or is permitted to remain outstanding, by the Administrative Agent, in its sole discretion, to:

(a) maintain, protect or preserve the value of the Collateral and/or the Administrative Agent's, Collateral Agent's, Collateral Agent's and the Secured Parties' rights therein, including to preserve the Loan Parties' business assets and infrastructure (such as the payment of insurance premiums, taxes, necessary suppliers, rent and payroll and to remediate Environmental Liabilities);

(b) commence the exercise of remedies (such as in connection with foreclosing on a Mortgage);

(c) fund an orderly liquidation or wind-down of the Loan Parties' assets or business or a Bankruptcy Proceeding (whether or not occurring prior to or after the commencement of any such Bankruptcy Proceeding);

(d) enhance the likelihood of, or maximize, the repayment of the Obligations; or

(e) pay any other amount chargeable to the Borrower or the other Loan Parties hereunder or under any other Loan Document;

provided that, (i) at the time the Administrative Agent shall elect to make, or permit such Protective Advance to remain outstanding, such Protective Advance, together with all other Protective Advances then outstanding, shall not exceed five percent (5.0%) of the Total Revolving Commitments at such time, and (ii) no Protective Advance shall be made or permitted to remain outstanding, if after giving effect thereto, the Total Revolving Outstandings (including all Protective Advances) shall exceed the Total Revolving Commitments (as in effect prior to any termination of Commitments pursuant to Section 7.01 hereof). The foregoing shall not modify or abrogate any of the provisions of (i) Section 2.05 regarding any Revolving Lender's obligations with respect to LC Disbursements, or (ii) Section 2.04 regarding any Revolving Lender's obligations with respect to participations in Swingline Loans and settlements thereof.

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

"Public Lender" has the meaning assigned to such term in Section 5.01.

"QFC Credit Support" has the meaning assigned to such term in Section 9.19.

"Qualified Preferred Equity Interests" means Preferred Equity Interests of the Borrower that do not require any cash payment (including in respect of redemptions or repurchases), other than in respect of cash dividends, before the date that is six months after the Latest Maturity Date.

"Real Estate" means all interests in real property now or hereafter owned or held by any Loan Party or Subsidiary, including all leasehold interests held pursuant to Real Estate Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party or Subsidiary, including all easements, rights-of-way, appurtenances and other rights relating thereto and all leases, tenancies, and occupancies thereof.

"Real Estate Collateral Deliverables" means, collectively, each Mortgage and each Real Estate Collateral Support Document.

"Real Estate Collateral Support Documents" means, with respect to any Material Real Estate, the deliverables and documents described on Annex II attached hereto, to the extent reasonably requested in writing by the Administrative Agent or the Collateral Agent.

"Real Estate Lease" means any agreement, whether written or oral, and all amendments, guaranties and other agreements relating thereto, pursuant to which a Loan Party is party for the purpose of using or occupying any Real Estate for any period of time.

"Real Estate Related Assets" means, with respect to any Real Estate, fixtures, related improvements, leases, rents and permits, real property rights, related contracts and records and proceeds of each of the foregoing (including insurance proceeds in respect of the foregoing).

"Refinance" means, with respect to any issuance of Indebtedness, to replace, renew, extend, refinance, repay, refund, repurchase, redeem, defease or retire, or to issue Indebtedness in exchange or as a replacement therefor, including any successive Refinancing. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinanced Debt" has the meaning set forth in the definition of the term "Refinancing Indebtedness".

"Refinancing Indebtedness" means Indebtedness (which shall be deemed to include Attributable Debt, Revolving Commitments and any other revolving commitments solely for the purposes of this definition), including any successive Refinancing Indebtedness, (a) issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Indebtedness (provided that, if such existing Indebtedness is revolving Indebtedness, there is a corresponding reduction in the applicable lending commitments), Attributable Debt, Revolving Commitments or other revolving commitments (including any successive Refinancing Indebtedness) ("Refinanced Debt") or (b) incurred pursuant to any Revolving Commitments that constitute Refinancing Indebtedness pursuant to clause (a) above; provided that (i) the terms of any such Indebtedness, and of any agreement entered into and of any instrument issued in connection therewith, are otherwise permitted by the Loan Documents, (ii) such extending, renewing or refinancing Indebtedness (including, if such Indebtedness includes any Revolving Commitments, the unused portion of such Revolving Commitments) is in an original aggregate principal amount not greater than the aggregate principal amount of, and unpaid interest on, the Refinanced Debt (and, in the case of Refinanced Debt consisting, in whole or in part, of unused Revolving Commitments, the amount thereof) plus the amount of any premiums paid thereon, fees and expenses associated therewith and original issue discount related to such extending, renewing or refinancing Indebtedness, (iii) such Indebtedness has a maturity that is no earlier than, and a weighted average life that is no shorter than, the Refinanced Debt, (iv) at the option of the Borrower, such Indebtedness may contain call and make-whole provisions that are market with respect to such type of Indebtedness as of the time of its issuance or incurrence, (v) if the Refinanced Debt or any Guarantees thereof are subordinated in right of payment to the Obligations, such Indebtedness shall be subordinated in right of payment to the Obligations, on terms no less favorable, taken as a whole, to the holders of the Obligations than the subordination terms of such Refinanced Debt or Guarantees thereof, (vi) unless such Indebtedness is incurred pursuant to this Agreement, such Indebtedness contains covenants (including with respect to amortization and convertibility) and events of default on terms that are market with respect to such type of Indebtedness, (vii) such Indebtedness is benefited by Guarantees (if any) which, taken as a whole, are not materially less favorable to the Lenders than the Guarantees (if any) in respect of such Refinanced Debt, (viii) if such Refinanced Debt or any Guarantees thereof are secured, such Indebtedness and any Guarantees thereof are either unsecured or secured only by such property or assets as secured the Refinanced Debt and Guarantees thereof and not any additional property or assets of the Borrower or any Subsidiary (other than (A) property or assets acquired after the issuance or incurrence of such Refinancing Indebtedness that would have been subject to the Lien securing refinanced Indebtedness if such Indebtedness had not been refinanced, (B) additions to the property or assets subject to the Lien, and (C) the proceeds of the property or assets subject to the Lien), (ix) if such Refinanced Debt and any Guarantees thereof are unsecured, such Indebtedness and Guarantees thereof are also unsecured, (x) any Net Cash Proceeds of such Indebtedness (other than any such Indebtedness that consists of unused Revolving Commitments) are used immediately to repay the Refinanced Debt and pay any accrued interest, fees, premiums (if any) and expenses in connection therewith, and (xi) if such Refinanced Debt is Indebtedness incurred under this Agreement and the Refinancing Indebtedness in respect thereof will be secured, then such Refinancing Indebtedness must be (A) incurred pursuant to this Agreement or (B) permitted pursuant to Section 6.01, and in each case, subject to the applicable Acceptable Intercreditor Agreement. Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, no Refinancing Indebtedness may be incurred or established at any time on or after the Closing Date, unless the Administrative Agent and the Required Lenders shall otherwise consent thereto in writing.

"Register" has the meaning set forth in Section 9.04(b)(iv).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, consultants, service providers, representatives and advisors of such Person and such Person's Affiliates.

"Remedies Notice Period" means the "Remedies Notice Period" as such term is defined in the Financing Order.

"Removal Effective Date" has the meaning assigned to such term in Section 8.06(b).

"Reports" has the meaning assigned to such term in Section 8.07(b).

"Required Co-Collateral Agents" means, at any time, at least two of the Co-Collateral Agents.

"Required FILO Lenders" means, at any time, FILO Lenders holding more than fifty percent (50.0%) of the sum of (i) the Total FILO Commitments at such time (if any) and (ii) the Total FILO Outstandings at such time. The FILO Commitments and the share of Total FILO Outstandings of any Defaulting Lender shall be disregarded in determining Required FILO Lenders at any time.

"Required Lenders" means, at any time, collectively, (a) Lenders holding more than fifty percent (50.0%) of the sum of (i) the Total Revolving Commitments, plus (ii) the Total FILO Commitments (if any), plus (iii) the Total FILO Outstandings, or (b) if the Commitments have been terminated, Lenders whose percentage of the Total Outstandings (calculated assuming settlement and repayment of all Swingline Loans by the Lenders) aggregate more than fifty percent (50.0%) of such Total Outstandings. The Commitments and the share of Total Outstandings of any Defaulting Lender shall be disregarded in determining Required Lenders at any time; provided that the amount of any participation in (x) any unreimbursed LC Disbursements that such Defaulting Lender that is a Revolving Lender has failed to fund or (y) any Swingline Loan that such Defaulting Lender has failed to fund that have not been reallocated to and funded by another Lender shall be deemed to be held by the Lender that is the applicable Issuing Bank or Swingline Lender, as the case may be, in making such determination.

"Required Revolving Lenders" means, at any time, Lenders having Revolving Commitments aggregating more than fifty percent (50.0%) of the sum of the Total Revolving Commitments, or if the Revolving Commitments have been terminated, Lenders whose percentage of the Total Revolving Outstandings (calculated assuming settlement and repayment of all Swingline Loans by the Lenders) aggregate more than fifty percent (50.0%) of such Total Revolving Outstandings. The Commitments and the share of Total Revolving Outstandings of any Defaulting Lender shall be disregarded in determining Required Revolving Lenders at any time; provided that the amount of any participation in any unreimbursed LC Disbursements or Swingline Loans that such Defaulting Lender that is a Revolving Lender has failed to fund that have not been reallocated to and funded by another Revolving Lender shall be deemed to be held by the Revolving Lender that is the applicable Issuing Bank or Swingline Lender, as the case may be, in making such determination.

"Rescindable Amount" has the meaning as defined in Section 2.18(d).

"Resignation Effective Date" has the meaning assigned to such term in Section 8.06(a).

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

"Responsible Officer" means the chief executive officer, president, each executive vice president, each vice president, each Financial Officer, or other similar officer of a Loan Party and, solely for purposes of the delivery of secretary's certificates and incumbency certificates pursuant to Section 4.01, each secretary or any assistant secretary of a Loan Party and, solely for purposes of notices given pursuant to Article II, any other officer or employee of the applicable Loan Party so designated by any of the foregoing officers in a notice or other certificate to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent or with the consent of the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property, except dividends payable solely in shares of the Borrower's common Equity Interests or Qualified Preferred Equity Interests) with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property, except payments made solely with common equity), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Borrower or any Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Borrower or any Subsidiary; provided that in no event shall (a) any exchange of Qualified Preferred Equity Interests with other Qualified Preferred Equity Interests or

(b) any payment or other distribution in respect of any Indebtedness pursuant to Section 6.08(b) be deemed a Restricted Payment.

"Revolving Availability Period" means in respect of any Class of Revolving Commitments, the period from and including the Closing Date (or, if later, the effective date for such Class of Revolving Commitments) to the earliest of (a) the Revolving Maturity Date for such Class, (b) the date of termination of the Total Revolving Commitments pursuant to Section 7.01 or otherwise, and (c) the date of (i) the effectiveness of any plan of reorganization under Section 1129 of the Bankruptcy Code and/or (ii) the closing of one or more sales of all or substantially all of the assets of the Loan Parties pursuant to Section 363 of the Bankruptcy Code.

"Revolving Commitment" means, with respect to each Revolving Lender, the commitment of such Revolving Lender to make Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Revolving Lender's name on Schedule 2.01 hereto under the caption "Revolving Commitment" or opposite such caption in the Assignment and Acceptance pursuant to which such Revolving Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement or as amended from time to time pursuant to this Agreement or any assignment of Revolving Commitments.

"Revolving Exposure" means, with respect to any Revolving Lender at any time, the sum of (a) the principal amount of such Revolving Lender's Revolving Loans outstanding at such time, (b) such Revolving Lender's LC Exposure at such time, (c) such Revolving Lender's Swingline Exposure at such time and (d) such Revolving Lender's Applicable Revolving Percentage of outstanding Protective Advances at such time.

"Revolving Facility" means, as applicable and as the context may require, at any time (a) the Total Revolving Commitments of the Revolving Lenders at such time or (b) the aggregate principal amount of the Revolving Lenders' Revolving Commitments under any specific Class. As of the Closing Date, the aggregate principal amount of the Revolving Facility is $1,700,000,000.

"Revolving Lender" means each Lender that has a Revolving Commitment or that holds any Revolving Exposure, including any such Person that shall have become a party hereto as a Revolving Lender pursuant to an Assignment and Acceptance.

"Revolving Loan" means a Loan made pursuant to Section 2.01(a).

"Revolving Maturity Date" means with respect to the Revolving Commitments, May 8, 2026; provided that, if any such date is not a Business Day, the Revolving Maturity Date shall be deemed to be the immediately preceding Business Day.

"Rollover Noteholders" means the holders of the Rollover Notes issued pursuant to the Rollover Notes Indenture.

"Rollover Notes" means the Floating Rate Senior Secured PIK Notes issued pursuant to the Rollover Notes Indenture.

"Rollover Notes Debt" means the Indebtedness, in the form of the Rollover Notes, issued by the Rollover Notes Issuer (and Guaranteed by the other Loan Parties) pursuant to the Rollover Notes Indenture.

"Rollover Notes Documents" means, collectively, the following: (a) the Rollover Notes Indenture, (b) the Rollover Notes and (c) all agreements, documents and instruments at any time executed and/or delivered in connection with the foregoing Rollover Notes Indenture and Rollover Notes, each as amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Rollover Notes Indenture" means the Indenture, dated as of the Pre-Petition Closing Date, by and among Rollover Notes Trustee, the Rollover Notes Issuer and the Loan Parties party thereto as guarantors, as amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Rollover Notes Issuer" means Rite Aid Corporation, a Delaware corporation.

"Rollover Notes Obligations" means the "Securities Obligations" as defined in the Rollover Notes Indenture, including, for the avoidance of doubt, the Rollover Notes Debt.

"Rollover Notes Trustee" means U.S. Bank Trust Company, National Association, in its capacity as trustee and collateral agent under the Rollover Notes Indenture and the other Rollover Notes Documents, together with its successors or assigns in such capacities.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor to its business of rating debt securities.

"Sale and Leaseback Transaction" means any arrangement whereby the Borrower or a Subsidiary shall sell or transfer any office building (including its headquarters), distribution center, manufacturing plant, warehouse, Store, equipment or other property, real or personal, now or hereafter owned by the Borrower or a Subsidiary with the intention that the Borrower or any Subsidiary rent or lease the property sold or transferred (or other property of the buyer or transferee substantially similar thereto).

"Sanctioned Country" means a country or territory referred to in clause (a) of the definition of "Sanctioned Entity".

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country, (c) an organization directly or indirectly controlled by a country or its government, or (d) a Person resident in or determined to be resident in a country, in each case of clauses (a) through (d) above that is a target of Sanctions, including a target of any country or territory sanctions program administered and enforced by OFAC.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated or blocked Persons maintained by OFAC, the U.S. Department of State, the United Nations, the United Kingdom or the European Union, (b) any Person operating, organized or resident in a Sanctioned Country, or (c) any Person owned 50.0% or more directly or indirectly owned or controlled (individually or in the aggregate) by, or acting on behalf of, any such Person or Persons described in the foregoing clauses (a) or (b) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations, (c) His Majesty's Treasury of the United Kingdom, or (d) the European Union.

"Scheduled Unavailability Date" has the meaning assigned to such term in Section 2.14(b)(ii).

"SEC" means the United States Securities and Exchange Commission and any successor agency thereto.

"Secured Hedging Agreement" means any Hedging Agreement entered into with the Borrower or any Subsidiary, if the applicable counterparty was a Lender or an Affiliate thereof (a) on the Closing Date, in the case of any Hedging Agreement entered into prior to the Closing Date or (b) at the time the Hedging Agreement was entered into, in the case of any Hedging Agreement entered into on or after the Closing Date.

"Secured Parties" means collectively, the Administrative Agent, the Collateral Agent, the Co-Collateral Agents, the Lenders, the Issuing Banks, each co-agent or sub-agent of any Agent, each other party to this Agreement other than any Loan Party, each counterparty to a Secured Hedging Agreement or Cash Management Agreement, the beneficiaries of each indemnification or expense reimbursement obligation undertaken by the Borrower or any other Loan Party under any Loan Document, and the successors and permitted assigns of each of the foregoing.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and any successor statute.

"Security Agreement" means the Security Agreement, dated as of the Closing Date, among the Parent Company, the Borrower, the Subsidiary Loan Parties (including additional Subsidiary Loan Parties that become parties thereto in accordance with the terms thereof) and the Collateral Agent, for the benefit of the Secured Parties, as such agreement may be amended, supplemented or otherwise modified from time to time.

"SOFR" means the Secured Overnight Financing Rate as administered by the SOFR Administrator.

"SOFR Adjustment" means 0.10% (10 basis points).

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of SOFR).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for SOFR identified as such by the SOFR Administrator from time to time.

"Specified DIP Fees" means, collectively, the Revolving Facility Closing Fees, the FILO Facility Closing Fees, the Revolving Facility Backstop Fees, the Exit Fee (each as defined in the Fee Letter) and the Specified Pre-Petition Fees constituting Obligations hereunder, in each case, as the same may be capitalized to the principal amount of the Obligations in accordance with the Fee Letter.

"Specified Pre-Petition Fees" means, collectively, the Pre-Petition FILO Loan Prepayment Fee, the Pre-Petition Revolving Commitment Termination Fee and the Pre-Petition First Amendment Fees, as the same may be capitalized to the principal amount of the Pre-Petition Obligations in accordance with the applicable Pre-Petition Loan Documents or included in the Obligations in accordance with the terms of this Agreement.

"Specified Professionals" means the professionals in the Chapter 11 Case whose fees and expenses are subject to the "Approved Professional Fee Budget" (as defined in the Financing Order), including the Case Professionals, counsel for any Secured Party and the Lender Group Consultant.

"Specified Other Assets Sale" means a sale, in one or a series of related transactions, of all remaining assets of the Loan Parties under Section 363 of the Bankruptcy Code or otherwise, to the extent such assets are not otherwise included in any Specified Retail / Pharmacy Assets Sale. The Specified Other Assets Sale shall be conducted pursuant to bidding procedures, sales procedures, approval orders, purchase agreements, agency documents or other agreements, documents or instruments, as applicable, in form and substance and on terms satisfactory to the Administrative Agent and the Co-Collateral Agents.

"Specified Sale Process Default" means any Event of Default under and as arising under the following Sections of this Agreement: (a) Section 7.01(a) or Section 7.01(b) (Non-Payment Events), (b) Section 7.01(c) (Incorrect Information), solely to the extent relating to information, or representations and warranties made in, any Approved Budget Variance Report, any Compliance Certificate, or any reporting or information delivered with respect to achievement of any Chapter 11 Case Milestone, or (c) Section 7.01(d) with respect to a breach of (i) Section 5.18 (Approved Budget) and (ii) Section 5.19 (Chapter 11 Case Milestones) (solely in the case of this clause (c), which Event of Default has occurred and is continuing for two (2) Business Days or more).

"Specified Sale Transaction" means any or all of a Specified Retail / Pharmacy Assets Sale or a Specified Other Assets Sale.

"Specified Stores" means the Stores identified to the Administrative Agent and the Lenders prior to the Petition Date; provided that the Loan Parties may adjust the identity and number of Specified Stores, with the consent of the Administrative Agent and the Co-Collateral Agents; provided that, in all cases, the Borrower shall have retained a store closing consultant reasonably satisfactory to the Administrative Agent, the Co-Collateral Agents and the Borrower.

"Specified Store Closing Sale" means the closure of any Specified Stores and any related sale(s) of assets conducted pursuant to the Store Closing Order.

"Specified Retail / Pharmacy Assets Sale" means a sale, in one or a series of transactions (including on a regional basis), of the Inventory, Prescription Files and/or other assets of the Loan Parties under Section 363 of the Bankruptcy Code or otherwise. Each Specified Retail / Pharmacy Assets Sale shall be conducted pursuant to bidding procedures, sales procedures, approval orders, purchase agreements, agency documents or other agreements, documents or instruments, as applicable, in form and substance and on terms satisfactory to the Administrative Agent and the Co-Collateral Agents.

"Statutory Committee" means any official committee of unsecured creditors in the Chapter 11 Case pursuant to Section 1102 of the Bankruptcy Code.

"Store" means any retail store (which may include any Real Estate, fixtures, equipment, Inventory and Prescription Files related thereto) operated, or to be operated, by any Loan Party.

"Store Closing Consultants" means, individually or collectively, as the context may require, SB360 Capital Partners, LLC, Hilco Merchant Resources, LLC and such other store closing consultants reasonably satisfactory to the Administrative Agent and the Co-Collateral Agents.

"Store Closing Consulting Agreement" means (a) that certain letter agreement, dated as of April 3, 2025, by and among the Parent Company and the Store Closing Consultants and/or (b) such other agreement providing for Store closing consulting services between any Store Closing Consultant and any Loan Party, in form and substance satisfactory to the Administrative Agent and the Co-Collateral Agents.

"Store Closing Order" means any order of the Bankruptcy Court entered in the Chapter 11 Case approving the Loan Parties' closure of Stores and sales of assets related thereto, which order shall be in form and substance satisfactory to the Loan Parties and the Administrative Agent, and from which no appeal or motion to reconsider has been filed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Loan Parties and the Administrative Agent.

"Subject Modification" has the meaning specified in Section 9.02(d)(iv).

"Subordinated Indebtedness" means any Indebtedness which is expressly subordinated in right of payment to the prior payment in full of the Obligations (in a manner consistent with the definition of Obligations Payment Date) and which is in form and on terms (including, but not limited to, terms restricting the exercise of rights by the holders of such Indebtedness) approved in writing by the Administrative Agent.

"Subordination Provisions" has the meaning specified in clause (n) of Section 7.01.

"Subsequent Post-Auction Budget Update" has the meaning assigned to such term in Section 5.18(b).

"Subsequent Week" means, as of any date of determination, the immediately following week commencing on the subsequent Sunday and ending on the subsequent Saturday.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50.0% of the ordinary voting power or, in the case of a partnership, more than 50.0% of the general partnership interests are, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

"Subsidiary Loan Party" means each Subsidiary of the Borrower that becomes party to the Guarantee Agreement on or after the Closing Date. Notwithstanding any provision in the Loan Documents to the contrary, no Excluded Subsidiary shall be required to become a Subsidiary Loan Party.

"Successor Rate" has the meaning specified in Section 2.14(b).

"Supported QFC" has the meaning assigned to such term in Section 9.19.

"Swap Obligation" has the meaning assigned to such term in Section 1.06(b).

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Revolving Lender at any time shall be its Applicable Revolving Percentage of the total Swingline Exposure at such time.

"Swingline Lender" means Bank of America, in its capacity as the lender of Swingline Loans hereunder.

"Swingline Loan" means a Loan made pursuant to Section 2.04.

"Swingline Sublimit" has the meaning set forth in Section 2.04(a).

"Takeback Noteholders" means the holders of the Takeback Notes issued pursuant to the Takeback Notes Indenture.

"Takeback Notes" means the 15.000% Third-Priority Series A Senior Secured PIK Notes and the 15.000% Third-Priority Series B Senior Secured PIK Notes, in each case, issued pursuant to the Takeback Notes Indenture.

"Takeback Notes Debt" means the Indebtedness, in the form of the Takeback Notes, issued by the Takeback Notes Issuer (and Guaranteed by the other Loan Parties) pursuant to the Takeback Notes Indenture.

"Takeback Notes Documents" means, collectively, the following: (a) the Takeback Notes Indenture, (b) the Takeback Notes and (c) all agreements, documents and instruments at any time executed and/or delivered in connection with the foregoing Takeback Notes Indenture and Rollover Notes, each as amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Takeback Notes Indenture" means the Indenture, dated as of the Pre-Petition Closing Date, by and among Takeback Notes Trustee, the Takeback Notes Issuer and the Loan Parties party thereto as guarantors, as amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Takeback Notes Issuer" means Rite Aid Corporation, a Delaware corporation.

"Takeback Notes Obligations" means the "Securities Obligations" as defined in the Takeback Notes Indenture, including, for the avoidance of doubt, the Takeback Notes Debt.

"Takeback Notes Trustee" means U.S. Bank Trust Company, National Association, in its capacity as trustee and collateral agent under the Takeback Notes Indenture and the other Takeback Notes Documents, together with its successors or assigns in such capacities.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges, assessments, fees or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two (2) U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such Interest Period; and

(b) for any interest calculation with respect to an ABR Loan on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day;

provided that, if the Term SOFR determined in accordance with either of the foregoing provisions clause (a) or (b) of this definition would otherwise be less than one percent (1.00%), the Term SOFR shall be deemed to be one percent (1.00%) for purposes of this Agreement.

"Term SOFR Loan" means a Loan that bears interest based on clause (a) of the definition of "Term SOFR."

"Term SOFR Replacement Date" has the meaning specified in Section 2.14(b).

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Total FILO Commitments" means, at any time, the aggregate of the FILO Commitments of all FILO Lenders at such time.

"Total FILO Outstandings" means, at any time, the aggregate outstanding amount of all FILO Loans at such time.

"Total Outstandings" means, at any time, the sum of (a) the Total Revolving Outstandings at such time, plus (b) the Total FILO Outstandings at such time.

"Total Revolving Commitments" means, at any time, the aggregate of the Revolving Commitments of all Revolving Lenders at such time.

"Total Revolving Outstandings" means, at any time, the aggregate outstanding amount of (a) all Revolving Loans at such time, (b) all Swingline Loans at such time and (c) the LC Exposure at such time.

"Transaction Expenses" means any fees or expenses (including without limitation arrangement or underwriting or similar fees as well as upfront fees or original issue discount) incurred or paid by the Borrower or any of the Subsidiaries in connection with the Transactions (including in connection with this Agreement and the other Loan Documents).

"Transactions" means, collectively, (a) the execution and delivery by the Loan Parties of the Loan Documents to which they are a party and the making (or deemed making) of the Loans and the issuance of Letters of Credit (if any), in each case, on the Closing Date, (b) the consummation of the other transactions contemplated by this Agreement to occur on the Closing Date, (c) the payment of the Transaction Expenses and (d) the undertaking of the transactions and obligations related to any of the foregoing.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference Term SOFR or the Alternate Base Rate.

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce ("ICC") Publication No. 600 (or such later version thereof as may be in effect at the time of issuance).

"U.K. Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"U.K. Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Undisclosed Administration" means in relation to any Person, 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.

"Uniform Commercial Code" or "UCC" means, unless otherwise specified, the Uniform Commercial Code as from time to time in effect in the State of New York, or, when the laws of any other jurisdiction govern the perfection or enforcement of any security interest, the Uniform Commercial Code of such jurisdiction.

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"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. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning specified in Section 2.17(e)(ii)(B)(3).

"U.S. Trustee" shall mean the United State Trustee applicable to the Chapter 11 Case.

"Weekly Disbursements Schedule" has the meaning set forth in Section 5.01(h).

"Weekly Period" means, as of any date of determination thereof, the weekly period up to and through the Saturday of the most recent week then ended as of such date, or such shorter period since the Petition Date through the Saturday of the most recent week then ended as of such date.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Sections 4203 and 4205, respectively, of ERISA.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial

Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Term SOFR Loan") or by Class and Type (e.g., a "Term SOFR Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Term SOFR Borrowing") or by Class and Type (e.g., a "Term SOFR Revolving Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". 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". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (f) except as otherwise expressly provided in this Agreement or any other Loan Document, the phrases "consistent with past practices" or "ordinary course of business" shall be construed and interpreted to include the past practices or ordinary course practices of Rite Aid Corporation and its Subsidiaries prior to the Petition Date.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided further that, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at "fair value," as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

SECTION 1.05. 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 1.06. Excluded Swap Obligations.

(a) Notwithstanding any provision of this Agreement or any other Loan Document, no Guarantee (including, for the avoidance of doubt, the guarantee obligations of each Subsidiary Loan Party under the Loan Documents insofar as such Subsidiary Loan Party is jointly liable for obligations of any other Subsidiary Loan Party) by any Subsidiary Loan Party under any Loan Document shall include a Guarantee of any Obligation that, as to such Subsidiary Loan Party, is an Excluded Swap Obligation, and no Collateral provided by any Subsidiary Loan Party shall secure any Obligation that, as to such Subsidiary Loan Party, is an Excluded Swap Obligation. In the event that any payment is made by, or any collection is realized from, any Subsidiary Loan Party as to which any Obligations are Excluded Swap Obligations, or from any Collateral provided by such Subsidiary Loan Party, the proceeds thereof shall be applied to pay the Obligations of such Subsidiary Loan Party as otherwise provided herein without giving effect to such Excluded Swap Obligations and each reference in this Agreement or any other Loan Document to the ratable application of such amounts as among the Obligations or any specified portion of the Obligations that would otherwise include such Excluded Swap Obligations shall be deemed so to provide.

(b) The following terms shall for purposes of this Section 1.06 have the meanings set forth below:

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

"Excluded Swap Obligation" means, with respect to Subsidiary Loan Party, any Swap Obligation if, and to the extent that, the Guarantee by such Subsidiary Loan Party of, or the grant by such Subsidiary Loan Party of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Subsidiary Loan Party's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the Guarantee of such Subsidiary Loan Party becomes effective with respect to such related Swap Obligation.

"Swap Obligation" means, with respect to any Subsidiary Loan Party, 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.

SECTION 1.07. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

SECTION 1.08. Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any letter of credit application or other issuer document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

SECTION 1.09. Interest Rates. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (including any Successor Rate) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes . Any Person acting as the Administrative Agent and its affiliates or other related entities may engage in transactions or other activities unrelated to this Agreement that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including any Successor Rate) (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including any Successor Rate) (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other Person 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 the selection of any such information source or service made by the Administrative Agent in its reasonable discretion or for any error or any other action or omission by such information source or service or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

The Facilities

SECTION 2.01. Commitments; Treatment of Pre-Petition Obligations.

(a) *Revolving Commitments*. Subject to the terms and conditions set forth herein, each Revolving Lender, severally and not jointly with any other Revolving Lender, agrees to make Revolving Loans denominated in dollars to the Borrower from time to time during the Revolving Availability Period in an aggregate principal amount that will not exceed its Revolving Commitment; provided that each of the Credit Extension Conditions shall be satisfied after giving effect to such any such Revolving Loans. Within the foregoing limits and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.

(b) *FILO Commitments*. Subject to the terms and conditions set forth herein, each FILO Lender with a FILO Commitment severally agrees that it shall be deemed to have made a term loan denominated in dollars to the Borrower on the Final Order Entry Date in a principal amount equal to such FILO Lender's FILO Commitment in the amount needed in order to give effect to Section 2.01(e). FILO Loans made to the Borrower that are repaid or prepaid may not be reborrowed. Immediately following completion of the deemed funding in this clause (b) on the Final Order Entry Date, any unused portion of the FILO Commitment shall be terminated.

(c) [*Reserved*].

(d) [*Reserved*].

(e) *Cashless Settlement*. Notwithstanding anything to the contrary in this Agreement, any Lender may exchange, continue or rollover all of the portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent, and such Lender.

(f) *Treatment of Pre-Petition Revolving Obligations*. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document,

(i) On the Closing Date, (A) the outstanding amount of all Existing Letters of Credit issued pursuant to the Pre-Petition Credit Agreement shall be deemed issued under this Agreement on the Closing Date and (B) all Bank Products (as defined in the Pre-Petition Credit Agreement) and Cash Management Services (as defined in the Pre-Petition Credit Agreement) being deemed Bank Products and Cash Management Services for purposes of this Agreement and the other Loan Documents.

(ii) On the Final Order Entry Date, but subject to the Final Financing Order, in consideration of the Participating Pre-Petition Lenders' agreement to act as Lenders hereunder, the total then-outstanding amount of the Pre-Petition Revolving Obligations owing to the Participating Pre-Petition Lenders (and their respective Affiliates) shall constitute Obligations under the Revolving Facility established pursuant to this Agreement in accordance with the Financing Order, with (A) the then-outstanding amount of all Pre-Petition Revolving Loans of the Participating Pre-Petition Lenders being deemed exchanged for an equivalent principal amount of Revolving Loans held by the corresponding Revolving Lender under this Agreement on the Final Order Entry Date, (B) all accrued and unpaid interest, expenses, fees (other than the Pre-Petition Revolving Commitment Termination Fees and the portion of the Pre-Petition First Amendment Fees allocable to the Pre-Petition Revolving Facility) and other amounts payable in respect of such Pre-Petition Revolving Obligations owing to the Participating Pre-Petition Lenders through the Final Order Entry Date, including, if applicable, any such amounts not previously paid as adequate protection payments pursuant to the Financing Order, being paid in cash by the Borrower to the Administrative Agent on the Final Order Entry Date provided that any such accrued interest shall be paid on the next Interest Payment Date hereunder, and (C) the Pre-Petition Revolving Commitment Termination Fees and the portion of the Pre-Petition First Amendment Fees allocable to the Pre-Petition Revolving Facility, in each case, owing to the Participating Pre-Petition Lenders (x) being deemed to be capitalized to the principal of the Revolving Loans of the corresponding Revolving Lender under this Agreement and (y) constituting Obligations under this Agreement in accordance with the Financing Order.

(g) *Treatment of Pre-Petition FILO Obligations*. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, on the Final Order Entry Date, but subject to the Final Financing Order, in consideration of the Participating Pre-Petition Lenders' agreement to act as Lenders hereunder, the total then-outstanding amount of the Pre-Petition FILO Obligations owing to the Participating Pre-Petition Lenders (and their respective Affiliates) shall constitute Obligations under the FILO Facility established pursuant to this Agreement in accordance with the Financing Order, with (A) the then-outstanding amount of all Pre-Petition FILO Loans of the Participating Pre-Petition Lenders being deemed exchanged for an equivalent principal amount of FILO Loans held by the corresponding FILO Lender under this Agreement on the Final Order Entry Date, (B) all accrued and unpaid interest, expenses, fees (other than the Pre-Petition FILO Loan Prepayment Fee and the portion of the Pre-Petition First Amendment Fees allocable to the Pre-Petition FILO Facility) and other amounts payable in respect of such Pre-Petition FILO Obligations owing to the Participating Pre-Petition Lenders through the Final Order Entry Date, including, if applicable, any such amounts not previously paid as adequate protection payments pursuant to the Financing Order, being paid in cash by the Borrower to the Administrative Agent on the Final Order Entry Date; provided that any such accrued interest shall be paid on the next Interest Payment Date hereunder, and (C) the Pre-Petition FILO Loan Prepayment Fees and the portion of the Pre-Petition First Amendment Fees allocable to the Pre-Petition FILO Facility, in each case, owing to the Participating Pre-Petition Lenders (x) being deemed capitalized to the principal of the FILO Loans of the corresponding FILO Lender under this Agreement and (y) constituting Obligations under this Agreement in accordance with the Financing Order.

SECTION 2.02. Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Appropriate Lenders ratably in accordance with the amounts of their Applicable Percentage of the applicable Class of Commitments.

(b) Subject to Section 2.14, each Borrowing shall be comprised entirely of ABR Loans or Term SOFR Loans as the Borrower may request in accordance herewith; provided that each Swingline Loan shall be an ABR Loan. Each Lender at its option may make any Term SOFR Loan by causing any branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligations of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term SOFR Borrowing, such Borrowing shall be in an aggregate principal amount that is an integral multiple of $1,000,000 and not less than $5,000,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate principal amount that is an integral multiple of $1,000,000 and not less than $5,000,000; provided that an ABR Revolving Borrowing may be in an aggregate principal amount that is equal to the entire unused balance of the total Revolving Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). Each Swingline Loan shall be in an amount that is an integral multiple of $1,000,000. Borrowings of more than one Class and Type may be outstanding at the same time; provided that there shall not at any time be more than a total of ten (10) separate Interest Periods outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the applicable Latest Maturity Date for the relevant Class of Commitments.

SECTION 2.03. Requests for Borrowings. Each Borrowing shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be made by (a) telephone or (b) by submission of a Borrowing Request (including by electronic mail or facsimile), provided that each such Borrowing Request shall be submitted (a) in the case of a Borrowing of Term SOFR Loans, not later than 11:00 a.m. two (2) Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 p.m. on the Business Day of the proposed Borrowing. Each such telephonic notice and Borrowing Request shall specify the following information in compliance with Section 2.02:

(a) whether the requested Borrowing is to be a Revolving Borrowing or FILO Borrowing and the respective Class of Commitments subject to such Borrowing;

(b) the aggregate principal amount of such Borrowing;

(c) the date of such Borrowing, which shall be a Business Day;

(d) whether such Borrowing is to be an ABR Borrowing or a Term SOFR Borrowing;

(e) [reserved];

(f) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.06.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Appropriate Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Swingline Loans.

(a) Subject to the terms and conditions set forth herein, the Swingline Lender may, in its sole discretion in reliance upon the agreements of the Revolving Lenders set forth in this Section 2.04, make Swingline Loans to the Borrower from time to time during the Revolving Availability Period (provided that such Swingline Lender shall not be required to make Swingline Loans after the Latest Maturity Date applicable to the Class of Revolving Commitments held by such Swingline Lender) in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans exceeding $100,000,000 (the "Swingline Sublimit"), or (ii) failure of any of the Credit Extension Conditions to be satisfied; provided that (x) the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan and (y) the Swingline Lender shall not have any obligation, under this Agreement or otherwise, to make any Swingline Loan requested by the Borrower hereunder and may, in its sole discretion, decline to make a requested Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans. Immediately upon the making of a Swingline Loan, the Swingline Lender shall be deemed to grant, and each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swingline Lender a risk participation in such Swingline Loan in an amount equal to the product of such Revolving Lender's Applicable Revolving Percentage (determined without regard to any separate Class or Classes of Revolving Commitments of such Lender) times the amount of such Swingline Loan.

(b) To request a Swingline Loan, the Borrower shall notify the Administrative Agent of such request by (i) telephone or (ii) by submission of a Borrowing Request, provided that any such Borrowing Request (including by electronic mail or facsimile) shall be submitted not later than 1:00 p.m. on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. The Administrative Agent will promptly advise the Swingline Lender of any such notice received from the Borrower. The Swingline Lender shall make each Swingline Loan available to the Borrower by means of a wire transfer to an account designated by the Borrower (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.05(e), by remittance to the relevant Issuing Bank) by 3:00 p.m. the requested date of such Swingline Loan, unless the Swingline Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Lender) prior to 2:00 p.m. on the date of the proposed Borrowing of Swingline Loans (A) directing the Swingline Lender not to make such Swingline Loan as a result of the failure of the Credit Extension Conditions to be satisfied, or (B) that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, in each case, other than as a result of a Protective Advance.

(c) Interest on each Swingline Loan shall be payable on the Interest Payment Date with respect thereto.

(d) The Administrative Agent shall (i) at any time when Swingline Loans in an aggregate principal amount of $10,000,000 or more are outstanding, at the request of the Swingline Lender in its sole discretion, or (ii) on the date that is seven (7) days after the date on which a Swingline Loan was made, deliver on behalf of the Borrower a Borrowing Request pursuant to Section 2.03 for an ABR Revolving Borrowing in the amount of such Swingline Loans; provided, however, that the obligations of the Lenders to fund such Borrowing shall not be subject to the conditions set forth in Section 4.02.

(e) The Swingline Lender may by written notice given to the Administrative Agent not later than 12:00 p.m. on any Business Day require the Revolving Lenders to fund its participation interest on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate principal amount of Swingline Loans in which Revolving Lenders will fund its participation interest. Promptly upon receipt of such notice (but no later than 2:00 p.m. on such Business Day), the Administrative Agent will give notice thereof to each Revolving Lender, specifying in such notice such Lender's Applicable Revolving Percentage of such Swingline Loan(s). Each Revolving Lender hereby absolutely and unconditionally agrees, upon timely receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Revolving Lender's Applicable Revolving Percentage of such Swingline Loan(s). Each Revolving Lender acknowledges and agrees that its obligation to acquire and fund participations in Swingline Loans pursuant to this Section 2.04 is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments (including any Class thereof), and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Revolving Lender shall comply with its obligation under this Section 2.04 by wire transfer of immediately available funds, in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, *mutatis mutandis*, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Revolving Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this Section 2.04, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrower (or other Person on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent, and any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Revolving Lenders that shall have made their payments pursuant to this Section 2.04, ratably, and to the Swingline Lender, as their interests may appear. The purchase of participations in a Swingline Loan pursuant to this Section 2.04 shall not relieve the Borrower of any default in the payment thereof.

SECTION 2.05. Letters of Credit.

(a) *General*. Subject to the terms and conditions set forth herein, the Borrower may request the issuance of (and the applicable Issuing Bank, as specified by the Borrower, will, in reliance on the agreements of the Revolving Lenders set forth in this Section 2.05, issue) Letters of Credit denominated in dollars for its own account or the account of any of its Subsidiaries, in a form reasonably acceptable to the Administrative Agent and the relevant Issuing Bank, at any time and from time to time during the Revolving Availability Period (provided that such Issuing Bank shall not be required to issue such Letters of Credit after the Latest Maturity Date applicable to the Class of Revolving Commitments held by such Issuing Bank). Letters of Credit issued hereunder shall constitute utilization of the Revolving Commitments. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) *Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions*. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall deliver (or transmit by electronic communication (including by electronic mail or facsimile), if arrangements for doing so have been approved by the applicable Issuing Bank) to the relevant Issuing Bank and the Administrative Agent not later than 1:00 p.m. at least two (2) Business Days (or such later date and time as the Administrative Agent and such Issuing Bank may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be, a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with Section 2.05(c)), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by an Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions of this Agreement and, subject to Section 2.05(a), any letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, an Issuing Bank relating to any such Existing Letters of Credit.

(i) A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (A) the total LC Exposure shall not exceed $150,000,000 (the "LC Sublimit") and (B) each of the Credit Extension Conditions shall be satisfied. If the conditions for borrowing under Section 4.02 cannot be fulfilled, the Required Lenders may direct the Issuing

Banks to, and the Issuing Banks thereupon shall, cease to issue Letters of Credit (other than as Protective Advances) until such conditions can be satisfied or are waived in accordance with Section 9.02.

(ii) No Issuing Bank shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing the Letter of Credit, or any law applicable to such Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit, or request that such Issuing Bank refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon such Issuing Bank with respect to the Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated or entitled to compensation hereunder) not in effect on the Closing Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which such Issuing Bank in good faith deems material to it and for which such Issuing Bank is not otherwise compensated or entitled to compensation hereunder;

(B) the issuance of such Letter of Credit would violate one or more policies of such Issuing Bank applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and such Issuing Bank, the Letter of Credit is in an initial stated amount less than $100,000;

(D) any Revolving Lender is at that time a Defaulting Lender, unless such Issuing Bank has entered into arrangements, including the delivery of Cash Collateral, satisfactory to such Issuing Bank (in its sole discretion) with the Borrower or such Lender to eliminate such Issuing Bank's actual or potential Fronting Exposure (after giving effect to Section 2.23(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other Obligations in respect of Letters of Credit as to which such Issuing Bank has actual or potential Fronting Exposure, as it may elect in its sole discretion;

(E) the Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(F) the issuance of such Letter of Credit would cause the aggregate amount of the Letters of Credit issued by such Issuing Bank to exceed such Issuing Bank's LC Commitment.

(iii) No Issuing Bank shall be under any obligation to amend any Letter of Credit if (A) such Issuing Bank would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(c) *Expiration Date*. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date that is one year after the date of the issuance of such Letter of Credit subject to the provisions of this Section 2.05(c), and (ii) the date that is five Business Days prior to the Revolving Maturity Date (applicable to the Class of Revolving Commitments with the Latest Maturity Date held by the Issuing Bank which issued such Letter of Credit). If the Borrower so requests in any applicable letter of credit application, the applicable Issuing Bank may, in its discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the applicable Issuing Bank to prevent any such extension at least once in each twelve (12) month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve (12) month period to be agreed upon at the time such Letter of Credit is issued, but not less than thirty (30) days prior to the scheduled expiration or renewal thereof. Unless otherwise directed by the Issuing Bank, the Borrower shall not be required to make a specific request to the Issuing Bank for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Revolving Lenders shall be deemed to have authorized (but may not require) the Issuing Bank to permit the extension of such Letter of Credit at any time to an expiry date not later than the date set forth in clause (ii) above; provided, however, that the applicable Issuing Bank shall not permit any such extension if (A) such Issuing Bank has determined that it would not be permitted, or would have no obligation at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof, or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Revolving Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Revolving Lender or the Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the Issuing Bank not to permit such extension.

(d) *Participations*. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof or extending the expiration date thereof) and without any further action on the part of the applicable Issuing Bank or the Lenders, such Issuing Bank hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit in an amount equal to such Lender's Applicable Revolving Percentage (determined without regard to any separate Class or Classes of Revolving Commitments of such Lender) of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's Applicable Revolving Percentage of each LC Disbursement made by an Issuing Bank not later than 2:00 p.m. on the Business Day specified in the notice provided by the Administrative Agent to the Revolving Lenders pursuant to Section 2.05(e) until such LC Disbursement is reimbursed by the Borrower or at any time after any reimbursement payment is required to be refunded to the Borrower for any reason, including after the Revolving Maturity Date and any expiration of any Class of Commitments applicable to any Revolving Lender. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.05(d) in respect of Letters of Credit is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

Each Revolving Lender further acknowledges and agrees that its participation in each Letter of Credit will be automatically adjusted to reflect such Revolving Lender's Applicable Revolving Percentage of the aggregate amount available to be drawn under such Letter of Credit at each time such Lender's Commitment is amended pursuant to the operation of Section 2.23, as a result of an assignment in accordance with Section 9.04 or otherwise pursuant to this Agreement (including as a result of the expiration of any Class of Revolving Commitments).

(e) *Reimbursement*. If any Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 3:30 p.m. on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m. on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 1:00 p.m. on the Business Day immediately following the day that the Borrower receives such notice; provided that, the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.04 that such payment be financed with an ABR Revolving Borrowing or Swingline Loan in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing or Swingline Loan. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's Applicable Revolving Percentage (determined without regard to any separate Class or Classes of Revolving Commitments of such Lender) thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent such Applicable Revolving Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, *mutatis mutandis*, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the relevant Issuing Bank the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.05(e), the Administrative Agent shall distribute such payment to such Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this Section 2.05(e) to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this Section 2.05(e) to reimburse an Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement. If any Revolving Lender fails to make available to the Administrative Agent for the account of the applicable Issuing Bank any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.05(e), then, without limiting the other provisions of this Agreement, the applicable

Issuing Bank shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such Issuing Bank at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the applicable Issuing Bank in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by such Issuing Bank in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Revolving Loan included in the relevant Revolving Borrowing or payment in respect of its participation interest in respect of the relevant LC Disbursement, as the case may be. A certificate of any Issuing Bank submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.05(e) shall be conclusive absent manifest error.

(f) *Obligations Absolute.* The Borrower's obligation to reimburse LC Disbursements as provided in Section 2.05(e) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein or herein, (ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), any Issuing Bank or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction, (iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement in such draft or other document being untrue or inaccurate in any respect, or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit, (iv) waiver by any Issuing Bank of any requirement that exists for such Issuing Bank's protection and not the protection of the Borrower or any waiver by such Issuing Bank which does not in fact materially prejudice the Borrower, (v) any payment made by any Issuing Bank in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under such Letter of Credit if presentation after such date is authorized by the UCC, the ISP or the UCP, as applicable, (vi) payment by the applicable Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply strictly with the terms of such Letter of Credit, or any payment made by any Issuing Bank under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any Bankruptcy Proceeding, or (vii) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.05(f), constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. None of the Administrative Agent, any Lender or any Issuing Bank, or any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the relevant Issuing Bank; provided that the foregoing shall not be construed to excuse such Issuing Bank or its Related Parties from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the fullest extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's or its Related Parties gross negligence or willful misconduct (as determined by a court of competent jurisdiction by a final and non-appealable judgment) in determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank or its Related Parties (as determined by a court of competent jurisdiction by a final and non-appealable judgment), such Issuing Bank or its Related Parties shall be deemed to have exercised care in each such determination, and that:

(i) an Issuing Bank may replace a purportedly lost, stolen, or destroyed original Letter of Credit or missing amendment thereto with a certified true copy marked as such or waive a requirement for its presentation;

(ii) an Issuing Bank may accept documents that appear on their face to be in substantial compliance with the terms of a Letter of Credit without responsibility for further investigation, regardless of any notice or information to the contrary, and may make payment upon presentation of documents that appear on their face to be in substantial compliance with the terms of such Letter of Credit and without regard to any non-documentary condition in such Letter of Credit;

(iii) an Issuing Bank shall have the right, in its sole discretion, to decline to accept such documents and to make such payment if such documents are not in strict compliance with the terms of such Letter of Credit; and

(iv) this sentence shall establish the standard of care to be exercised by an Issuing Bank when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof (and the parties hereto hereby waive, to the extent permitted by applicable law, any standard of care inconsistent with the foregoing).

(g) *Limited Liability*. Without limiting the foregoing, none of the Administrative Agent, the Lenders, any Issuing Bank, or any of their Related Parties shall have any liability or responsibility by reason of (i) any presentation that includes forged or fraudulent documents or that is otherwise affected by the fraudulent, bad faith, or illegal conduct of the beneficiary or other Person, (ii) an Issuing Bank declining to take-up documents and make payment (A) against documents that are fraudulent, forged, or for other reasons by which that it is entitled not to honor or (B) following a Borrower's waiver of discrepancies with respect to such documents or request for honor of such documents or (iii) an Issuing Bank retaining proceeds of a Letter of Credit based on an apparently applicable attachment order, blocking regulation, or third-party claim notified to such Issuing Bank.

(h) *Borrower Examination*. The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the applicable Issuing Bank. The Borrower shall be conclusively deemed to have waived any such claim against each Issuing Bank and its correspondents unless such notice is given as aforesaid.

(i) *Disbursement Procedures*. The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The applicable Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by electronic mail or facsimile) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

(j) *Interim Interest*. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans; provided that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to Section 2.05(e), then Section 2.13(c) shall apply. Interest accrued pursuant to this Section 2.05(j) shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to Section 2.05(e) to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(k) *Resignation or Replacement of the Issuing Bank*. An Issuing Bank may resign at any time by giving 180 days' prior written notice to the Administrative Agent, the Borrower and the Lenders, and an Issuing Bank may be replaced at any time by written agreement (an "Issuing Bank Agreement") among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank, which shall set forth the LC Commitment of such successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any Issuing Bank Agreement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto to the extent of its Commitment hereunder and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit. Upon the expiration of the Revolving Commitments of an Issuing Bank (upon the occurrence of the Latest Maturity Date applicable to any Class of Revolving Commitments of such Issuing Bank), such Issuing Bank shall be deemed to have resigned as an Issuing Bank hereunder without the requirement for any further notice to or consent from any other Person unless such Issuing Bank shall have previously agreed to act as an Issuing Bank with respect to any Class of Revolving Commitments with a later maturity.

(l) *Applicability of ISP and UCP*. Unless otherwise expressly agreed by the applicable Issuing Bank and the Borrower when a Letter of Credit is issued by it (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to each commercial Letter of Credit. Notwithstanding the foregoing, no Issuing Bank shall be responsible to the Borrower for, and no Issuing Bank's rights and remedies against the Borrower shall be impaired by, any action or inaction of any Issuing Bank required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where any Issuing Bank or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade – International Financial Services Association (BAFT), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

(m) *Role of Issuing Bank*. Each Issuing Bank shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each Issuing Bank shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article VIII with respect to any acts taken or omissions suffered by such Issuing Bank in connection with Letters of Credit issued by it or proposed to be issued by it and issuer documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article VIII included such Issuing Bank with respect to such acts or omissions, and (B) as additionally provided herein with respect to such Issuing Bank.

(n) *Cash Collateralization*. If any Event of Default shall occur and be continuing, the Borrower shall (or shall cause Subsidiary Loan Parties to), promptly and in any event within one (1) Business Day following receipt by the Borrower of a written demand for the deposit of cash collateral pursuant to this Section 2.05(n) from the Administrative Agent (or the Required Lenders (or, if the maturity of the Loans has been accelerated, Revolving Lenders with LC Exposure representing greater than 50.0% of the total LC Exposure)) deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to 103.0% of the total LC Exposure as of such date plus any accrued and unpaid interest thereon. The Borrower also shall (or shall cause Subsidiary Loan Parties to) deposit cash collateral pursuant to this Section 2.05(n) (i) as and to the extent required by (x) Section 2.11(b), and (y) any other provision of this Agreement, and (ii) if any Letter of Credit remains outstanding after the date specified in Section 2.05(c)(ii), with respect to any Issuing Bank, in an amount equal to 103.0% of the stated amount of each such Letter of Credit. Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. The Administrative Agent shall, at the Borrower's risk and expense, invest all such deposits in Permitted Investments chosen in the sole discretion of the Administrative Agent after consultation with the Borrower, provided that no consultation shall be required if a Default has occurred and is continuing. Other than any interest earned in respect of the investment of such deposits, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse each Issuing Bank for LC Disbursements for which it has not been reimbursed (together with related fees, costs, and customary processing charges) and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to (i) the consent of Revolving Lenders with LC Exposure representing greater than 50.0% of the total LC Exposure and (ii) in the case of any such application at a time when any Revolving Lender is a Defaulting Lender (but only if, after giving effect thereto, the remaining cash collateral shall be less than the aggregate LC Exposure of all the Defaulting Lenders), the consent of each Issuing Bank), be applied to satisfy the Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all Events of Default have been cured or waived (or, during a Cash Dominion Period, paid into the Bank of America Concentration Account). If the Borrower is required to provide an amount of cash collateral hereunder pursuant to Section 2.11(b), (c) or (d), such amount (to the extent not applied as aforesaid or as otherwise provided herein) shall be returned to the Borrower as and to the extent that, after giving effect to such return, the Borrower would remain in compliance with Section 2.11(b), (c) or (d), no Issuing Bank shall have any exposure in respect of any outstanding Letter of Credit that is not fully covered by the Revolving Commitments of the Non-Defaulting Lenders and/or the remaining cash collateral and no Default shall have occurred and be continuing. Unless and except to the extent that the deposit of cash collateral directly by the Borrower would not result in an obligation to grant a security interest in such cash collateral to the holders of other outstanding Indebtedness of the Borrower, the Borrower will cause Subsidiary Loan Parties to deposit all cash collateral required to be deposited pursuant to this Section 2.05(n), Section 2.11(b) or otherwise.

(o) *Additional Issuing Banks*. The Borrower may, at any time and from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld) and such Lender, designate one or more additional Lenders to act as an issuing bank under the terms of this Agreement. Any Lender designated as an issuing bank pursuant to this Section 2.05(o) shall be deemed to be an "Issuing Bank" (in addition to being a Lender) in respect of Letters of Credit issued or to be issued by such Lender, and, with respect to such Letters of Credit, such term shall thereafter apply to the other Issuing Banks and such Lender in its capacity as an Issuing Bank.

(p) *Reporting by Issuing Banks to the Administrative Agent*. At the end of each week and otherwise upon request of the Administrative Agent, each Issuing Bank shall provide the Administrative Agent with a certificate identifying the Letters of Credit issued by such Issuing Bank and outstanding on such date, the amount and expiration date of each such Letter of Credit, the beneficiary thereof, the amount, if any, drawn under each such Letter of Credit and any other information reasonably requested by the Administrative Agent with respect to such Letters of Credit. The Administrative Agent shall promptly enter all such information received by it pursuant to this Section 2.05(p) in the Register.

(q) *Letters of Credit Issued for Subsidiaries*. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the Borrower shall be obligated to reimburse, indemnify and compensate the applicable Issuing Bank hereunder for any and all drawings under such Letter of Credit as if such Letter of Credit had been issued solely for the account of the Borrower. The Borrower irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 2.06. Funding of Borrowings.

(a) Each Appropriate Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by (i) in the case of Term SOFR Borrowings, 12:00 p.m., and (ii) in the case of ABR Borrowings, 3:00 p.m., in each case, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; provided that Swingline Loans shall be made as provided in Section 2.04. The Administrative Agent will make such Loans available to the Borrower by wire transfer, in like funds, to an account designated by the Borrower in the applicable Borrowing Request. Wire transfers to the Borrower of all Loans (other than Swingline Loans and same-day ABR Revolving Borrowings) shall be made no later than 2:00 p.m. Wire transfers to the Borrower of Swingline Loans and same-day ABR Revolving Borrowings shall be made no later than 4:00 p.m.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing (or, in the case of any Borrowing of ABR Loans, prior to 2:00 p.m. on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date (or, in the case of a Borrowing of ABR Loans, that such Lender has made such share available by the time required) in accordance with Section 2.06(a) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing or (ii) in the case of the Borrower, the interest rate applicable to ABR Revolving Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. 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 such payment to the Administrative Agent.

(c) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided herein, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to any applicable extension of credit set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swingline Loans and to make payments pursuant to Section 9.03(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 9.03(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 9.03(c).

(e) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

SECTION 2.07. Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing as provided in this Section 2.07. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans (of any Class) comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section 2.07 shall not apply to Swingline Borrowings, which may not be converted or continued.

(b) To make an election pursuant to this Section 2.07, the Borrower shall notify the Administrative Agent of such election by (i) telephone, or (ii) submission of an Interest Election Request (including by electronic mail or facsimile) by the time that a Borrowing Request would be required to be made under Section 2.03 if the Borrower were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such notice and Interest Election Request shall be irrevocable and, in the case of an Interest Election Request, signed by the Borrower.

(c) Each Interest Election Request shall specify the following information in compliance with Section 2.02 and this Section 2.07(c):

(i) the Borrowing and Class of Loans to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day; and

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Term SOFR Borrowing.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Appropriate Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Term SOFR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term SOFR Borrowing and (ii) unless repaid, each Term SOFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto. Except as otherwise provided herein, a Term SOFR Loan may be continued or converted only on the last day of an Interest Period for such Term SOFR Loan.

(f) A Revolving Loan Borrowing or FILO Loan Borrowing may not be converted to or continued as a Term SOFR Borrowing if after giving effect thereto the Interest Period therefor would end after the earliest Revolving Maturity Date or the FILO Maturity Date, as applicable for such Class.

(g) With respect to SOFR or Term SOFR, the Administrative Agent, in consultation with the Borrower, will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided, that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective. Notwithstanding anything herein or in any other Loan Document to the contrary, the Administrative Agent and the Borrower shall cooperate in good faith and use commercially reasonable efforts to satisfy any applicable requirements under proposed or final United States Treasury Regulations or other regulatory guidance such that any amendments implementing such Conforming Changes shall not result in a deemed exchange of any Loan under Section 1001 of the Code.

SECTION 2.08. Termination and Reduction of Commitments.

(a) *Termination of Commitments*. Unless previously terminated in accordance with the terms of this Agreement, (i) the Revolving Commitments shall terminate on the Revolving Maturity Date (applicable to such Class of Revolving Commitments) and (ii) the FILO

Commitments shall terminate on the Final Order Entry Date upon the making of the applicable FILO Loans on such date by the applicable FILO Lender.

(b) *Optional Reduction of Revolving Commitments*. The Borrower may at any time following the repayment in full of the Pre-Petition Obligations, terminate, or from time to time reduce, the unused Revolving Commitments of any Class; provided that (i) each such reduction of the Commitments of any Class shall be in an amount that is an integral multiple of $1,000,000 and not less than $5,000,000 and (ii) the Borrower shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.11, the Total Revolving Outstandings would exceed the Total Revolving Commitments or the Swingline Sublimit or the LC Sublimit shall exceed the Total Revolving Commitments.

(c) *Mandatory Reduction of Revolving Commitments*. Except to the extent agreed by the Required Revolving Lenders, (i) in connection with any Prepayment Event, following the application of the Net Cash Proceeds thereof, the Revolving Commitments shall be reduced on the last Business Day of each calendar week by an amount equal to 85.0% of the Net Cash Proceeds thereof applied during such week and (ii) in connection with each update of the Approved Budget that occurs during the first week of each successive four-week period following the Closing Date in accordance with Section 5.18(b), the Revolving Commitments shall be reduced to an amount (rounded to the nearest $1,000,000) equal to 150.0% of the maximum projected usage under the Revolving Facility during the period covered by such updated Approved Budget (or such lesser amount as the Administrative Agent and the Borrower may agree); provided, however, that prior to the entry of the Final Financing Order, no such reduction shall result in the Total Revolving Commitments being less than the Total Revolving Outstandings plus the aggregate Pre-Petition Revolving Exposure of the Participating Pre-Petition Lenders.

(d) *Effect of Revolving Commitment Reductions; Ratable Reductions*. Any termination or reduction of the Revolving Commitments of any Class shall be permanent. Each reduction of the Revolving Commitments of any Class, whether effected pursuant to Section 2.08(b) or (c), shall be made ratably among the Lenders in accordance with their Applicable Revolving Percentage of such Class.

(e) *Procedures for Optional Revolving Commitment Reductions.* The Borrower shall notify the Administrative Agent of any election to terminate or reduce the unused Revolving Commitments under Section 2.08(b) at least one (1) Business Day prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.08 shall be irrevocable; provided that a notice of voluntary termination or reduction of the Revolving Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or other financings, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

SECTION 2.09. Repayment of Loans; Evidence of Indebtedness.

(a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent, for the account of each Revolving Lender, the then unpaid principal amount of each Revolving Loan of a particular Class of such Lender on the Revolving Maturity Date of such Class of Revolving Loan (it being understood and agreed that, subject to the other terms and conditions hereof, the Borrower may make Borrowings of Revolving Loans under any remaining Revolving Commitments of any other Class to effect such repayment), (ii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the earlier of (A) the Revolving Maturity Date (applicable to the Class of Revolving Commitments with the Latest Maturity Date held by the Swingline Lender) and (B) the date that is seven (7) days after the date on which such Swingline Loan was made; provided that on each date that a Revolving Borrowing is made, the Borrower shall repay all Swingline Loans that were outstanding on the date such Borrowing was requested, (iii) to the Administrative Agent, for the account of each FILO Lender, the then unpaid principal amount of each FILO Loan of such Lender on the FILO Maturity Date, and (iv) to the Administrative Agent, for the account of the applicable Secured Parties, upon the occurrence of any of the following: (A) the effective date of any plan of reorganization under Section 1129 of the Bankruptcy Code, (B) the closing date of one or more sales of all or substantially all of the working capital assets of the Loan Parties pursuant to Section 363 of the Bankruptcy Code, and (C) the date of the termination or expiration of all outstanding Commitments hereunder, all outstanding Obligations (other than contingent indemnification obligations and other obligations of the Loan Parties that expressly survive the termination of the Loan Documents for which no claim has been asserted).

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period, if any, applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to Section 2.09(b) or (c) shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans of any Class made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in the form attached hereto as Exhibit D-1 or D-2, as applicable, or in such other form approved by the Administrative Agent and the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04(b)) be represented by one or more promissory notes in such form payable to the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

(f) Upon the occurrence of a Revolving Maturity Date for any applicable Class of Revolving Loans, the Applicable Revolving Percentages with respect to each remaining Class of Revolving Commitments shall be readjusted without any further action or consent of any other party, to reflect the expiration of the Class of Revolving Commitments as to which the Revolving Maturity Date has occurred. In connection with the foregoing, the Revolving Lenders immediately after effectiveness to the readjusted Applicable Revolving Percentages shall purchase and assign at par such amounts of the Revolving Loans outstanding at such time as the Administrative Agent may require such that all of the Revolving Lenders effectively participate in each of the outstanding Revolving Loans on a pro rata basis in accordance with their readjusted Applicable Revolving Percentages. The Administrative Agent and the Lenders hereby agree that the minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence.

SECTION 2.10. [Reserved].

SECTION 2.11. Prepayment of Loans.

(a) *Optional Prepayments*. The Borrower shall have the right, at any time and from time to time, to prepay any Borrowing in whole or in part, subject to the requirements of this Section 2.11; provided, however, that any partial prepayment made pursuant to this Section 2.11(a) shall be in a principal amount that is a multiple of $1,000,000 and not less than $5,000,000; provided, further, that the Borrower shall not be permitted to prepay any FILO Loans, other than (i) in connection with a termination of the Total Revolving Commitments and payment in full in cash of all Obligations under the Loan Documents, or (ii) in connection with any mandatory prepayments required pursuant to this Section 2.11.

(b) *Out-of-Formula Prepayments*. In the event and on each date that the sum of (x) the Total Revolving Outstandings *plus* (y) the aggregate Pre-Petition Revolving Exposure of the Participating Pre-Petition Lenders exceeds the Total Revolving Commitments, the Borrower shall on such date apply an amount equal to such excess first, to repay the outstanding Pre-Petition Revolving Loans, until paid in full, second, to the extent of any remaining excess, to prepay Borrowings and Swingline Borrowings, until paid in full, and third, to the extent of any remaining excess, or if no Borrowings or Swingline Loans are outstanding, to a cash collateral account maintained by the Administrative Agent pursuant to Section 2.05(n) to Cash Collateralize outstanding LC Exposure.

(c) *Cash Dominion Period*. During the continuance of a Cash Dominion Period, the Loans shall be repaid daily in accordance with (and to the extent required under) the provisions of the Security Agreement and Section 7.02 (without regard to minimum and integral amounts); provided that, to the extent agreed to by the Lenders, any funds otherwise required to be applied by the Administrative Agent to the Obligations pursuant to Section 7.02(c) may be retained by the Administrative Agent, at the Administrative Agent's reasonable discretion, to be readvanced to the Borrower; provided, further, that, (i) the Net Cash Proceeds of Prepayment Events shall be applied as set forth in Section 2.11(d) and (ii) any payment required by Section 2.11(b) shall be applied as set forth in such Section.

(d) *Mandatory Prepayment Events*. Subject to the terms of the Financing Order, in the event and on each occasion that any Net Cash Proceeds are received by or on behalf of the Borrower or any Subsidiary in respect of any Prepayment Event, the Borrower shall, within one (1) Business Day after such Net Cash Proceeds are received, deliver to the Administrative Agent an aggregate amount equal to 100% of the Net Cash Proceeds resulting from such Prepayment Event, which Net Cash Proceeds shall be applied pursuant to Section 7.02.

(e) In connection with any optional or mandatory prepayment of Loans, outstanding ABR Loans of the applicable Class of Loans subject to such prepayment shall be repaid before outstanding Term SOFR Loans of such Class are repaid.

(f) The Borrower shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender) of any optional or mandatory prepayment of Loans (other than pursuant to Section 2.11(b) or (c)) by (x) telephone or (y) in writing (including by electronic mail or facsimile) of any prepayment of Loans pursuant to any of Section 2.11(a), (d) or (e). Such written notice of prepayment shall be delivered (i) in the case of prepayment of a Term SOFR Loan, not later than 1:00 p.m. two (2) Business Days before the date of prepayment, (ii) in the case of prepayment of an ABR Borrowing, not later than 1:00 p.m. on the Business Day of such prepayment or (iii) in the case of prepayment of a Swingline Loan, not later than 1:00 p.m. on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the Borrowings to be prepaid and the principal amount and Class of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment; provided that a notice of optional prepayment delivered by the Borrower pursuant to this Section 2.11 may state that it is conditioned on the effectiveness of other credit facilities or other financing, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice (other than a notice relating solely to Swingline Loans), the Administrative Agent shall advise the applicable Appropriate Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13. Except as expressly provided in Section 2.12(d) or (e), payments shall be without premium or penalty, provided that the Borrower shall reimburse the Lenders for funding losses in accordance with Section 2.16.

SECTION 2.12. Fees.

(a) *Commitment Fees*. The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee (a "Commitment Fee"), which shall accrue at the Applicable Rate per annum on the daily unused amount of the Revolving

Commitment of each applicable Class of such Lender during the period from and including the Closing Date to but excluding the date on which such Revolving Commitment terminates. Accrued Commitment Fees shall be payable in arrears on the first day of each calendar month and on the date on which the Total Revolving Commitments terminate (or, if earlier, with respect to any Class of Revolving Commitments, the Revolving Maturity Date for such Class), commencing on the first such date to occur after the Closing Date. All Commitment Fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing commitment fees pursuant to this Section 2.12(a), a Revolving Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Loans and LC Exposure of such Lender (and the Swingline Exposure of such Lender shall be disregarded for such purpose); provided that, if a Lender shall have more than one Class of Revolving Commitments, such Revolving Commitments of each Class shall be deemed to be used to the extent of such Revolving Loans and LC Exposure on a ratable basis.

(b) *Letter of Credit Fees; LC Fronting Fees*. The Borrower agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee (a "Letter of Credit Fee") with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Rate as in effect from time to time for interest on Term SOFR Revolving Loans on the daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date on which such Lender's Revolving Commitment of an applicable Class terminates and the date on which such Lender ceases to have any LC Exposure (with any LC Exposure of a Lender that has more than one Class of Revolving Commitments being deemed to be allocated between each Class of such Revolving Commitments on a ratable basis), and (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate of 0.125% per annum on the daily outstanding amount of such Issuing Bank's Letters of Credit during the period from and including the Closing Date to but excluding the later of the date of termination of the Total Revolving Commitments and the date on which there ceases to be any LC Exposure (or, if earlier, the latest Revolving Maturity Date for Revolving Commitments held by such Issuing Bank), as well as such Issuing Bank's customary issuance, presentation, amendment and other processing fees, and other standard costs and charges with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Letter of Credit Fees and fronting fees payable pursuant to this Section 2.12(b) shall be paid monthly in arrears on the first day of each calendar month, commencing on the first such date to occur after the Closing Date; provided that all such fees shall be payable on the date on which the Total Revolving Commitments terminate (or, if earlier, the termination of Revolving Commitments of all Classes of any applicable Lender) and any such fees accruing after the date on which the Total Revolving Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this Section 2.12(b) shall be payable within ten (10) days after demand. All Letter of Credit Fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) *Fee Letter*. The Borrower shall pay to the Administrative Agent, the Collateral Agent, and the other Persons entitled thereto, for their own respective accounts, the fees set forth in the Fee Letter in the amounts and at the times specified in the Fee Letter.

(d) *Payment of Fees*. All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the relevant Issuing Bank, in the case of fees payable to it) for distribution, in the case of any Commitment Fees and Letter of Credit Fees, to the Lenders entitled thereto. Fees paid shall not be refundable under any circumstances. If any such fee is not paid when due, then (without waiving any Default or Event of Default that may arise with respect to such non-payment), at the option of the Administrative Agent or at the request of the Required Lenders, such unpaid amount shall be capitalized to the outstanding principal amount of the Revolving Loans (if such fee is related to the Revolving Facility) or to the outstanding principal amount of the FILO Loans of the applicable Class (if such fee is related to the FILO Facility).

SECTION 2.13. Interest.

(a) *Interest on ABR Borrowings*. The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) *Interest on Term SOFR Borrowings*. The Loans comprising each Term SOFR Borrowing shall bear interest at Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) *Default Rate of Interest*. Notwithstanding the foregoing, upon the occurrence and during the continuation of an Event of Default, at the option of the Administrative Agent or at the request of the Required Lenders (or, immediately (without any further act of any Person), upon the occurrence of an Event of Default under clause (a) or (b) of Section 7.01), the Borrower shall pay interest on all of the Obligations to but excluding the date of actual payment, after as well as before judgment, at the Default Rate.

(d) *Interest Payment Dates*. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and (i) in the case of FILO Loans of each Class, on the FILO Maturity Date of such Class and (ii) in the case of Revolving Loans of each Class on the earlier of the Revolving Maturity Date of such Class and the date on which the Total Revolving Commitments are terminated; provided that (i) interest accrued at the Default Rate pursuant to Section 2.13(c) shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Revolving Availability Period with respect to the applicable Class), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion, together with any amounts due and payable pursuant to Section 2.16.

(e) *Computation*. All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate (including ABR Loans determined by reference to Term SOFR) shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive absent manifest error.

SECTION 2.14. Alternate Rate of Interest; Illegality.

(a) *Alternate Rate of Interest*. If in connection with any request for a Term SOFR Loan or a conversion of ABR Loans to Term SOFR Loans or continuation of any such Loans, as applicable,

(i) the Administrative Agent determines that (A) no Successor Rate has been determined in accordance with Section 2.14(b) and the circumstances under clause (i) of Section 2.14(b) or the Scheduled Unavailability Date has occurred, or (B) adequate and reasonable means do not exist for determining Term SOFR for any requested Interest Period with respect to a proposed Term SOFR Loan or in connection with an existing or proposed ABR Loan; or

(ii) the Administrative Agent is advised by the Required Lenders that Term SOFR for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, electronic mail or facsimile 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, (i) the obligation of the Lenders to make or maintain Term SOFR Loans shall be suspended, (to the extent of the affected Term SOFR Loans or Interest Periods), (ii) in the event of a determination described in the preceding sentence with respect to the Term SOFR component of the Alternate Base Rate, the utilization of the Term SOFR component in determining the Alternate Base Rate shall be suspended, (iii) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term SOFR Borrowing shall be ineffective and (iv) if any Borrowing Request requests a Term SOFR Borrowing, such Borrowing shall be made as an ABR Borrowing.

(b) *Replacement of Term SOFR or Successor Rate*. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Borrower) that the Borrower or Required Lenders, as applicable, have determined that:

(i) adequate and reasonable means do not exist for ascertaining a one month interest period of Term SOFR, including, without limitation, because the Term SOFR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) CME or any successor administrator of the Term SOFR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent or such administrator with respect to its publication of Term SOFR, in each case, acting in such capacity, has made a public statement identifying a specific date after which one month interest periods of Term SOFR or the Term SOFR Screen Rate shall or will no longer be made available, or permitted to be used for determining the interest rate of U.S. dollar denominated syndicated loans, or shall or will otherwise cease, provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide such interest periods of Term SOFR after such specific date (the latest date on which one month interest periods of Term SOFR or the Term SOFR Screen Rate are no longer available permanently or indefinitely, the "Scheduled Unavailability Date");

then, on a date and time determined by the Administrative Agent (in consultation with the Borrower) (any such date, the "Term SOFR Replacement Date"), which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, Term SOFR will be replaced hereunder and under any Loan Document with Daily Simple SOFR plus the SOFR Adjustment, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the "Successor Rate").

If the Successor Rate is Daily Simple SOFR plus the SOFR Adjustment, all interest payments will be payable on a monthly basis.

Notwithstanding anything to the contrary herein, (i) if the Administrative Agent determines that Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date, or (ii) if the events or circumstances of the type described in Section 2.14(b)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then in each case, the Administrative Agent and the Borrower may amend this Agreement solely for the purpose of replacing Term SOFR or any then current Successor Rate in accordance with this Section 2.14 at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such alternative benchmark, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar U.S. denominated credit facilities syndicated and agented in the United States for such benchmark. For the avoidance of doubt, any such proposed rate and adjustments shall constitute a "Successor Rate" . Any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

The Administrative Agent will promptly (in one or more notices) notify the Borrower and each Lender of the implementation of any Successor Rate.

Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, each Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent (after consultation with the Borrower).

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero, the Successor Rate will be deemed to be zero for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation and administration of a Successor Rate, the Administrative Agent will have the right, after 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 only after written notice thereof to the Borrower but otherwise without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective. Notwithstanding anything herein or in any other Loan Document to the contrary, the Administrative Agent and the Borrower shall cooperate in good faith and use commercially reasonable efforts to satisfy any applicable requirements under proposed or final United States Treasury Regulations or other regulatory guidance such that any amendments implementing such Conforming Changes shall not result in a deemed exchange of any Loan under Section 1001 of the Code.

For purposes of this Section 2.14, those Lenders (if any) that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in dollars shall be excluded from any determination of Required Lenders.

(c) *Illegality*. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR or Term SOFR, then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent), (a) any obligation of such Lender to make or continue Term SOFR Loans or to convert ABR Loans to Term SOFR Loans shall be suspended, and (b) if such notice asserts the illegality of such Lender making or maintaining ABR Loans the interest rate on which is determined by reference to the Term SOFR component of the Alternate Base Rate, the interest rate on which ABR 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 Alternate 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, (i) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans of such Lender to ABR Loans (the interest rate on which ABR 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 Alternate Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loan to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loan and (ii) if such notice asserts the illegality of such Lender determining or charging interest rates based upon SOFR, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such Lender without reference to the Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.16.

SECTION 2.15. Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any Issuing Bank;

(ii) impose on any Lender or any Issuing Bank any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Agent, any Lender or any Issuing Bank to any Taxes (other than (A) Indemnified Taxes and (B) Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Agent, such Lender or such Issuing Bank, as applicable, of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Agent, such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit) or to reduce the amount of any sum received or receivable by such Agent, such Lender or such Issuing Bank hereunder (whether of principal, interest or any other amount), then the Borrower will pay to such Agent, such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Agent, such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered to the extent notification thereof is delivered to the Borrower as set forth in this Section 2.15.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital requirements or liquidity has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital or liquidity adequacy), then from time to time the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered. Each Lender will promptly notify the Borrower and the Administrative Agent of any event of which it has knowledge that will entitle such Lender to compensation pursuant to this Section 2.15; provided that the failure to provide such notification will not affect such Lender's rights to compensation hereunder.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in Section 2.15(a) or (b) shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section 2.15 shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section 2.15 for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided, further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Notwithstanding anything contained herein to the contrary, no Lender or Issuing Bank shall be entitled to any compensation pursuant to this Section 2.15 unless such Lender or Issuing Bank certifies in its reasonable good faith determination that it is imposing such charges or requesting such compensation from borrowers (similarly situated to the Borrower) under comparable syndicated credit facilities as a matter of general practice and policy.

SECTION 2.16. Break Funding Payments. In the event of (a) the payment of any principal of any 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 Loan other than an ABR Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Loan other than an ABR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(g) and is revoked in accordance therewith), or (d) the assignment of any Term SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event, but excluding any loss of margin. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.16 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

SECTION 2.17. Taxes.

(a) Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, 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, then the sum payable by the Borrower shall be increased as necessary so that after making all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable under this Section 2.17) the Administrative Agent, Lender or Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such deductions or withholdings been made.

(b) In addition, the Borrower 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) The Borrower shall indemnify each Agent, each Lender and each Issuing Bank, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes payable or paid by, or required to be deducted or withheld from a payment to, such Agent, such Lender or such Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder or under any other Loan Document (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) and any penalties, interest and reasonable 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. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or an Issuing Bank, or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Bank, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 2.17, the Borrower 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)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to 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 clauses (ii)(A), (ii)(B) and (ii)(D) 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. Notwithstanding the foregoing, in the case of the Borrower or any applicable Loan Party that, in each case, is not a U.S. Person, the applicable Lender will not be subject to the requirements on this Section 2.17(e)(i) unless it has received written notice from the Borrower or such other Loan Party advising it of the availability of an exemption or reduction of withholding Tax under the laws of the jurisdiction in which the Borrower or such other Loan Party is located and containing all applicable documentation (together, if requested by such Lender, with a certified English translation thereof) required to be completed by such Lender in order to receive any such exemption or reduction, and such Lender is reasonably satisfied that it is legally able to provide such documentation to the Borrower or such other Loan Party.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(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), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign 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, executed copies of IRS Form W-8BEN or W-8BEN-E 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, IRS Form W-8BEN or 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) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that such Foreign 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 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or Exhibit E-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 on behalf of each such direct and indirect partner.

(C) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient), on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in 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 Lender under any Loan Document (or a payment made to a Participant pursuant to a participation granted by any Lender) would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender (or Participant) were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender who granted 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, the Lender who granted 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, the Lender who granted 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. Each Lender (or Participant) agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent (or, in the case of the Participant, the Lender who granted the participation) in writing of its legal inability to do so. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(f) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to 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 any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 2.17(f).

(g) If any Agent, Lender or Issuing Bank determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), 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 2.17 with respect to the 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 repay to such indemnified party the amount paid over pursuant to this Section 2.17(g) (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 Section 2.17(g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.17(g) 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 Section 2.17(g) 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.

(h) Each Party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) For purposes of this Section 2.17, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.18. Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) The Borrower shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:00 p.m. on the date when due), in immediately available funds, free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its office for payments from time to time notified in writing to the Borrower, except payments to be made directly to an Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof, in the same form received. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards 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, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate principal amount of its Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate relative amounts of principal of and accrued interest on their Loans and participations in LC Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this Section 2.18(c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements and Swingline Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 2.18(c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) 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, the Issuing Banks of the Swingline Lender 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, in reliance upon such assumption, distribute to the Lenders, an Issuing Bank or the Swingline Lender, as the case may be, the amount due. With respect to any payment that the Administrative Agent makes for the account of the Lenders, any Issuing Bank or the Swingline Lender hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (i) the Borrower or any other Loan Party has not in fact made such payment, (ii) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower or any other Loan Party (whether or not then owed), or (iii) the Administrative Agent has for any reason otherwise erroneously made such payment, then, in any such case, each of the Lenders, the Issuing Banks and the Swingline Lender, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender, such Issuing Bank, or the Swingline Lender, as the case may be, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this Section 2.18(d) shall be conclusive, absent manifest error.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(e), 2.05(d) or (e), 2.06(b), 2.18(d) or 9.03(c), then the Administrative

Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(f) To the extent not paid by the Borrower when due, the Administrative Agent, without any request being made by, and without notice to or consent from, the Borrower, may advance any interest, fee, or other payment required under any Loan Document to which any Secured Party is entitled and may charge the same to the Administrative Agent's loan account for the Revolving Facility notwithstanding any failure to satisfy the conditions set forth in Section 4.02; provided that such charges do not cause the Total Revolving Outstandings to exceed the Total Revolving Commitments. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrower obligations, if any, under Section 2.11(b). Any amount which is added to the principal balance of the Administrative Agent's loan account for the Revolving Facility as provided in this Section 2.18(f) shall bear interest at the interest rate then and thereafter applicable to ABR Revolving Loans.

SECTION 2.19. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15, (ii) 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 2.17, (iii) any Lender has become a Defaulting Lender or (iv) any Lender refuses to consent to any amendment or waiver of any Loan Document requested by the Borrower that requires the consent of all Lenders (or all Lenders within a specified Class), and such amendment or waiver is consented to by the Required Lenders (or the requisite majority of Lenders with respect to a specified Class), then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and, if a Revolving Commitment is being assigned, the Issuing Banks and the Swingline Lender), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and

(iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a material reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

SECTION 2.20. [Reserved].

SECTION 2.21. [Reserved].

SECTION 2.22. [Reserved].

SECTION 2.23. Defaulting Lenders.

(a) *Defaulting Lender Adjustments*. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. The Commitments, FILO Loans and Revolving Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders, Required FILO Lenders, Required Revolving Lender, or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders affected thereby shall, except as otherwise provided in Section 9.02, require the consent of such Defaulting Lender in accordance with the terms hereof.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 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 such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to each Issuing Bank or the Swingline Lender; *third*, to Cash Collateralize each Issuing Bank's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.05(n); *fourth*, as the Borrower may request (so long as no Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the Issuing Bank's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this

Agreement, in accordance with Section 2.05(n); *sixth*, to the payment of any amounts owing to the Lenders or the Issuing Bank as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the Issuing Bank against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in Letters of Credit and Swingline Loans are held by the Lenders pro rata in accordance with the Commitments without giving effect to Section 2.23(a)(iv). 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 or to post Cash Collateral pursuant to this Section 2.23(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender shall be entitled to receive any fee pursuant to Section 2.12(a) 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) Each Defaulting Lender shall be entitled to receive fees in respect of Letters of Credit pursuant to Section 2.12(b) in respect of its participations in Letters of Credit for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.05(n).

(C) With respect to any participation fee in respect of Letters of Credit not required to be paid to any Defaulting Lender pursuant to clause (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Letters of Credit that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to the Issuing Bank, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to the Issuing Bank's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(D) No Defaulting Lender shall be entitled to receive any Specified DIP Fees unless and until the date that such Defaulting Lender becomes a Non-Defaulting Lender in accordance with Section 2.23(b) below. Any Specified DIP Fees that otherwise would have been required to have been paid to such Defaulting Lender shall instead be paid to the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment).

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in LC Exposure and Swingline Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the aggregate Revolving Exposure of any Non-Defaulting Lender to exceed such Lender's Revolving Commitment. Subject to Section 9.18, 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.

(v) Cash Collateral, Repayment of Swingline Loans. If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under applicable law, (a) first, prepay Swingline Loans in an amount equal to the Swingline Lender's Fronting Exposure in respect of the Defaulting Lender and (b) second, Cash Collateralize the Issuing Bank's Fronting Exposure in respect of the Defaulting Lender in accordance with the procedures set forth in Section 2.05(n).

(b) *Defaulting Lender Cure*. If the Borrower, the Administrative Agent, each Swingline Lender and the Issuing Bank agree in writing that a Lender is no longer 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 (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swingline Loans to be held pro rata by the Lenders in accordance with the Commitments (without giving effect to Section 2.23(a)(iv)), whereupon such 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's having been a Defaulting Lender.

(c) *New Swingline Loans/Letters of Credit*. So long as any Lender is a Defaulting Lender, (i) each Swingline Lenders shall not be required to fund any Swingline Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swingline Loan and (ii) the Issuing Bank shall not be required to issue, amend, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

SECTION 2.24. Protective Advances.

(a) Notwithstanding anything to the contrary contained in this Agreement, the Administrative Agent may, in its sole discretion, elect to make, or permit to remain outstanding any Protective Advance. If a Protective Advance is made, or permitted to remain outstanding, pursuant to the preceding sentence, then all Revolving Lenders shall be bound to make, or permit to remain outstanding, such Protective Advance based upon their Applicable Revolving Percentage in accordance with the terms of this Agreement, regardless of whether the conditions to lending set forth in Section 4.02 have been met. A Protective Advance may be made as a Revolving Loan, a Swingline Loan or as an issuance of a Letter of Credit and each Revolving Lender (including the Swingline Lender) and each Issuing Bank, as applicable, agrees to make any such requested Revolving Loan, Swingline Loan or Letter of Credit available to the Borrower. The obligation of each Revolving Lender (including the Swingline Lender) and each Issuing Bank, as applicable, to participate in each Protective Advance shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right which such Person may have against any other Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default, or (iii) any other occurrence, event or condition. The making or sufferance of any such Protective Advance on any one occasion shall not obligate the Administrative Agent or any Revolving Lender to make or permit any Protective Advance on any other occasion. No funding of a Protective Advance or sufferance of a Protective Advance shall constitute a waiver by the Administrative Agent or the Lenders of any Event of Default caused thereby. In no event shall the Borrower or other Loan Party be deemed a beneficiary of this Section 2.24 nor authorized to enforce any of its terms. The Required Revolving Lenders may, upon not less than five (5) Business Days prior written notice, revoke the authority of the Administrative Agent to make further Protective Advances.

(b) No Protective Advance shall modify or abrogate any of the provisions of (i) Section 2.05 regarding the Revolving Lenders' obligations to reimburse any LC Disbursement and to purchase participations with respect to LC Disbursements, respectively, or (ii) Section 2.04 regarding the Revolving Lenders' obligations with respect to participations in applicable Swingline Loans and settlements thereof. Notwithstanding anything herein to the contrary, no event or circumstance shall result in any claim or liability against the Administrative Agent for any "inadvertent Overadvances" resulting from changed circumstances beyond the control of the Administrative Agent (such as result of a reduction in the Revolving Commitments), and such "inadvertent Overadvances" shall not reduce the amount of Protective Advances allowed hereunder.

(c) All Protective Advances shall be payable by the Borrower on demand by the Administrative Agent or the Required Revolving Lenders.

ARTICLE III

Representations and Warranties

The Borrower represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers. Each of the Parent Company, the Borrower and the Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

SECTION 3.02. Authorization; Enforceability. Subject to entry by the Bankruptcy Court of the Financing Order and any other applicable order of the Bankruptcy Court, the Transactions to be entered into by each Loan Party are within such Loan Party's corporate powers and have been duly authorized by all necessary corporate, limited liability company or similar action and, if required, stockholder, member or similar action. Upon entry by the Bankruptcy Court of the Financing Order, this Agreement will have been duly executed and delivered by the Parent Company and Borrower and will constitute, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of the Borrower or such other Loan Party (as the case may be), enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. Except for the entry by the Bankruptcy Court of the Financing Order, the Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, (i) except such as have been obtained or made and are in full force and effect or are not necessary for the Debtors' emergence from the Chapter 11 Cases and (ii) except filings necessary to perfect Liens created under the Loan Documents, (b) will not violate any applicable law or regulation or any order of any Governmental Authority, except for such violations that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (c) will not violate the charter, by-laws or other organizational documents of the Parent Company, the Borrower or any of the Subsidiaries, (d) will not violate or result in a default under any indenture, agreement or other instrument evidencing or governing Indebtedness or any other material agreement binding upon the Parent Company, the Borrower or any Subsidiary or its assets, or give rise to a right thereunder to require any payment to be made by Parent Company, the Borrower or any Subsidiary, and (e) will not result in the creation or imposition of any Lien on any asset of the Parent Company, the Borrower or any Subsidiary, except Liens permitted pursuant to Section 6.02(a), (c) and (d).

SECTION 3.04. Financial Condition; No Material Adverse Effect; Approved Budget.

(a) [Reserved].

(b) [Reserved].

(c) Except as disclosed on Schedule 3.04, after giving effect to the Transactions on the Closing Date, none of the Parent Company, the Borrower or the Subsidiaries has, as of the Closing Date, any material contingent liabilities, unusual long-term loan commitments or unrealized losses.

(d) The initial Approved Budget is attached to this Agreement as Annex I, which was furnished to the Administrative Agent on or prior to the Closing Date, and each subsequent Approved Budget delivered in accordance with Section 5.18, has been (or when delivered, will be) prepared by the Borrower (after consultation with the Company Financial Advisor (to the extent such Company Financial Advisor continue to be retained as required by this Agreement)) in good faith, with due care and based upon assumptions the Borrower believed to be reasonable assumptions on the date of delivery of the then applicable Approved Budget. To the knowledge of the Borrower, as of the Closing Date, no facts exist that, individually or in the aggregate, would result in any material change to the Approved Budget for the period covered thereby.

(e) Since the Petition Date, other than those events or circumstances customarily resulting from the commencement of the Chapter 11 Case, no event or condition has occurred that has had or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

SECTION 3.05. Properties.

(a)

(i) Each of the Borrower and the Subsidiaries has good and marketable title to, or valid leasehold interests in, all its real and personal property material to its business, except (A) for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and (B) as set forth on Schedule 3.05(a)(1).

(ii) Schedule 3.05(a)(2) sets forth (A) the address (including street address and state) of all Owned Real Estate and (B) the nature of use of such Owned Real Estate. None of the Owned Real Estate is subject to any lease, license, sublease, assignment of leases or deed of trust, except as otherwise set forth on such Schedule 3.05(a)(2).

(iii) Schedule 3.05(a)(3) sets forth (A) the address (including street address and state) of all Ground-Leased Real Estate and (B) the nature of use of such Ground-Leased Real Estate. No default by a Loan Party or any Subsidiary thereof has occurred and is continuing under any lease pursuant to which a Loan

Party leases Ground-Leased Real Estate beyond any applicable notice or cure period, the result of which default would result in termination of such lease or otherwise permit the ground lessor to terminate such ground lease, except to the extent set forth on Schedule 3.05(a)(3).

All such real and personal property are free and clear of all Liens, other than Liens permitted by Section 6.02.

(b) Each of the Borrower and the Subsidiaries owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and the use thereof by the Borrower and the Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(c) Schedule 3.05(c) sets forth the address of every Store, warehouse or distribution center of the Borrower and its Subsidiaries in which Inventory is located as of the Closing Date.

SECTION 3.06. Litigation and Environmental Matters.

(a) Except the Chapter 11 Case, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent Company or the Borrower, threatened against or affecting the Parent Company, the Borrower or any of the Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve any of the Loan Documents or the Transactions.

(b) Except as set forth on Schedule 3.06(b) and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of the Parent Company, the Borrower or any of the Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(c) Except as set forth on Schedule 3.06(c), and except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) Hazardous Materials have not been released, discharged or disposed of, on any property currently or, to the knowledge of any Loan Party, formerly owned or operated by any Loan Party or any Subsidiary thereof and (ii) none of the Parent Company, the Borrower or any of the Subsidiaries are undertaking any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal 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.

SECTION 3.07. Compliance with Laws and Agreements. Without limiting Section 3.20 or any other representation or warranty made herein or in any of the other Loan

Documents, each of the Parent Company, the Borrower and the Subsidiaries is in compliance with (a) all laws, regulations and orders of any Governmental Authority applicable to it or its property and (b) all agreements and other instruments binding upon it or its property or assets, except where (i) in each case, the failure to be so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect or (ii) solely in the case of clause (b), any such non-compliance is subject to the Automatic Stay or Section 365(e) of the Bankruptcy Code.

SECTION 3.08. Investment and Holding Company Status. Neither the Parent Company, the Borrower nor any of the Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each of the Parent Company, the Borrower and the Subsidiaries has timely filed or caused to be filed all Post-Petition United States Federal income Tax returns and reports and all other material Post-Petition Tax returns and reports required to have been filed and has paid or caused to be paid all Post-Petition material Taxes required to have been paid, except (a) where the payment of any such Taxes is being contested in good faith by appropriate proceedings and for which the Parent Company, the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent not required to be paid by the Bankruptcy Court. The charges, accruals and reserves on the books of the Borrower and its Consolidated Subsidiaries in respect of Post-Petition Taxes or charges imposed by a Governmental Authority are, in the opinion of the Borrower, adequate.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur, except where failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.11. Disclosure; Accuracy of Information.

(a) As of the Closing Date, none of the reports, financial statements, certificates or other information, other than projections and other information of a general economic or industry-specific nature, furnished by or on behalf of any Loan Party to any Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, financial estimates, forecasts and other forward-looking information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time so furnished.

(b) Each Compliance Certificate that has been or will be delivered to the Administrative Agent or any Lender is (or when delivered, will be) complete and correct in all material respects.

SECTION 3.12. Subsidiaries. Schedule 3.12 sets forth the name of, and the ownership interest of the Borrower in, each Subsidiary and identifies each Subsidiary that is a Subsidiary Loan Party, in each case as of the Closing Date. The Parent Company does not have any direct Subsidiaries (other than Borrower) or any indirect Subsidiaries (other than the Subsidiary Loan Parties, EIC and the Borrower's existing non-debtor joint venture Subsidiaries).

SECTION 3.13. Insurance. Schedule 3.13 sets forth a description of all general liability, property and casualty insurance maintained by or on behalf of the Borrower and the Subsidiaries as of the Closing Date and all such policies of insurance are in full force and effect. The Borrower and the Subsidiaries have third-party insurance in such amounts and covering such risks and liabilities as are in accordance with normal industry practice for similarly situated Persons. The Borrower reasonably believes that the insurance maintained by or on behalf of the Borrower and the Subsidiaries is adequate.

SECTION 3.14. Labor Matters. Except as set forth on Schedule 3.14, as of the Closing Date, there are no strikes, lockouts or slowdowns against the Borrower or any Subsidiary pending or, to the knowledge of the Borrower, threatened which could reasonably be expected to result in a Material Adverse Effect. Except as set forth on Schedule 3.14, the hours worked by and payments made to employees of the Borrower and the Subsidiaries have not been in violation in any material respect of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters. Except as set forth on Schedule 3.14, all payments due from the Borrower or any Subsidiary, or for which any claim may be made against the Borrower or any Subsidiary, on account of wages and employee and health and welfare insurance, have been paid or accrued as a liability on the books of the Borrower or such Subsidiary. Except as set forth on Schedule 3.14, the consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which the Borrower or any Subsidiary is bound.

SECTION 3.15. [Reserved].

SECTION 3.16. Federal Reserve Regulations.

(a) Neither the Parent Company, the Borrower nor any Subsidiary is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(b) No part of the proceeds of any Loan or any Letter of Credit will be used by the Borrower or any Subsidiary, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of the provisions of Regulation T, U or X of the Board.

SECTION 3.17. Security Interests. Subject to entry of the Financing Order by the Bankruptcy Court, the Collateral Documents are effective to create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral, and such security interest shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the grantors thereunder in the Collateral, with the priority set forth in the Financing Order.

SECTION 3.18. Use of Proceeds. The Borrower will use the proceeds of the Loans and will request the issuance of Letters of Credit only for the purposes permitted by Section 5.10.

SECTION 3.19. Anti-Corruption Laws and Sanctions. Each of the Parent Company and the Borrower has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by the Parent Company, the Borrower, the Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. Neither the Parent Company, the Borrower nor any of the Subsidiaries nor, to the knowledge of the Parent Company, the Borrower or such Subsidiary, any director, officer, employee or agent of the Parent Company, the Borrower or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities in violation of applicable Sanctions . The Parent Company, the Borrower, the Subsidiaries and their respective officers and employees and, to the knowledge of the Parent Company and the Borrower, their respective directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) the Parent Company, the Borrower, any Subsidiary or, to the knowledge of the Parent Company, the Borrower or such Subsidiary, any of their respective directors, officers or employees, or (ii) to the knowledge of the Parent Company, the Borrower, any agent, affiliate or representative of the Parent Company or the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person or is located in a Sanctioned Country. The Transactions will not violate Anti-Corruption Laws or applicable Sanctions.

SECTION 3.20. Compliance with Healthcare Laws; Healthcare Permits. Without limiting Section 3.07, or any other representation or warranty made herein or in any of the other Loan Documents:

(a) The Parent Company, the Borrower and each Subsidiary is in compliance with all applicable Healthcare Laws, except where the failure to be so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) The Parent Company, the Borrower and each Subsidiary has maintained, in all material respects, all material records required to be maintained by the Food and Drug Administration, Drug Enforcement Administration, State Boards of Pharmacy, the Medicare and Medicaid programs and as otherwise required by applicable Healthcare Laws.

(c) The Parent Company, the Borrower and each Subsidiary has maintained each of its Healthcare Permits necessary to the operation of its business, and no such Healthcare Permits have been withdrawn, revoked, suspended or cancelled, and no withdrawal, revocation, suspension or cancellation is pending or threatened, and the Parent Company, the Borrower and each Subsidiary is in compliance with the terms and conditions of such Healthcare Permits, except where the failure to maintain any such permit could not adversely affect, in any material respect, realization upon the Collateral.

(d) The Borrower has implemented and maintains in effect policies and procedures reasonably designed to (i) prevent and report the inappropriate or illegitimate dispensing, prescribing or diversion of Controlled Substances to customers of the Borrower or any of its Subsidiaries and (ii) ensure compliance by the Parent Company, the Borrower, its Subsidiaries and their respective officers and employees with all applicable Healthcare Laws.

SECTION 3.21. Real Estate Leases. Except as set forth on Schedule 3.21, (a) each Real Estate Lease for a Store location or leased warehouse or distribution center location of a Loan Party is enforceable (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by general principles of equity) against the lessor thereof in accordance with its terms and is in full force and effect and (b) subject to the applicability of Section 365(d)(3) of the Bankruptcy Code, other than for Pre-Petition payment defaults and defaults arising as a result of the commencement of the Chapter 11 Case, the Loan Parties are not in default of the material terms of any such Real Estate Lease beyond the applicable notice and cure period set forth therein; provided that the representation set forth in this Section 3.21 shall not apply to (i) any Real Estate Lease relating to a Store or other real property location subject to a Specified Sale Transaction or the Specified Store Closing Sale after (x) the completion of such Specified Sale Transaction or the Specified Store Closing Sale in respect of such location and (y) the effective date of the rejection of the applicable Real Estate Lease or (ii) any Real Estate Lease rejected in accordance with the procedures set forth in Section 5.21.

SECTION 3.22. [Reserved].

SECTION 3.23. Chapter 11 Case Matters.

(a) The Chapter 11 Case was commenced on the Petition Date in accordance with applicable law and notice of (i) the motion seeking approval of the Loan Documents and the Interim Financing Order and the Final Financing Order, (ii) the hearing for the entry of the Interim Financing Order and (iii) the hearing for the entry of the Final Financing Order, in each case, has been or will be given in accordance with applicable law and the Bankruptcy Rules.

(b) After the entry of the Interim Financing Order, and pursuant to and to the extent permitted in the Financing Order, the Obligations will constitute allowed administrative expense claims in the Chapter 11 Case having priority over all administrative expense claims and unsecured claims against the Loan Parties now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c) (after entry of the Final Financing Order), 507(a), 507(b), 546(c), 546(d), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(l) of the Bankruptcy Code, subject to (i) the Carve Out and (ii) the priorities set forth in the Financing Order.

(c) After the entry of the Interim Financing Order and pursuant to and to the extent permitted in the Financing Order, the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral, subject, as to priority only, to (i) the Carve Out, and (ii) the Permitted Prior Liens.

(d) The Interim Financing Order (with respect to the period on and after entry of the Interim Financing Order and prior to the Final Order Entry Date) and the Final Financing Order (with respect to the period on and after the Final Order Entry Date), as the case may be, once entered, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), modified or amended.

(e) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Financing Order, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, the Lenders shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder, under the other Loan Documents or under applicable law, without further application to or order by the Bankruptcy Court.

SECTION 3.24. Affected Financial Institutions; Covered Entities. None of the Parent Company, the Borrower or any Subsidiary is (a) an Affected Financial Institution or (b) a Covered Entity.

ARTICLE IV

Conditions

SECTION 4.01. Conditions Precedent to Effectiveness. This Agreement and the obligations of the Lenders to make Loans and acquire participations in Letters of Credit and Swingline Loans of the Swingline Lender to make Swingline Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until the date on which the each of the following conditions shall have been satisfied or waived in accordance with Section 9.02, except to the extent such conditions are subject to Section 5.22:

(a) *Loan Documents.* The Administrative Agent (or its counsel) shall have received from each Loan Party and each Lender either (i) a counterpart of this Agreement, the Security Agreement, the Guarantee Agreement, the Indemnity Subrogation and Contribution Agreement, the Information Certificate and each promissory note (for each Lender requesting a promissory note no later than three (3) Business Days prior to the Closing Date) signed on behalf of each such party thereto or (ii) written evidence reasonably satisfactory to the Administrative Agent (which may include facsimile transmission or electronic .pdf copy of a signed signature page of the agreements referred to in the foregoing clause (i)) that each such party has signed a counterpart of the agreements referred to in the foregoing clause (i) to which it is a party.

(b) *Searches and Collateral Matters*. (i) To the extent requested by the Administrative Agent, the Administrative Agent shall have received (i) the results of (x) searches of the Uniform Commercial Code filings (or equivalent filings) and (y) judgment and tax lien searches, made with respect to the Loan Parties in the states or other jurisdictions of formation of such Person and with respect to such other locations and names listed on the Information Certificate, together with copies of the financing statements (or similar documents) disclosed by such searches, and (ii) evidence of the completion of all other actions, recordings and filings of or with respect to any Collateral Document (or evidence that such actions, recordings or filings will be completed substantially concurrently with the effectiveness of this Agreement and the Interim Financing Order) that the Administrative Agent may deem necessary in order to satisfy the Collateral and Guarantee Requirement, including the entry by the Bankruptcy Court of the Interim Financing Order.

(c) *[Reserved]*.

(d) *Secretary's Certificates; Corporate Authority*. The Administrative Agent shall have received (i)(A) a copy of the certificate or articles of incorporation or organization (or similar organizational document), including all amendments thereto, of each Loan Party, certified, if applicable, as of a recent date by the Secretary of State of the state of its organization, and (B) a certificate as to the good standing (or local equivalent) of each Loan Party (to the extent available in the relevant jurisdiction) as of a recent date, from such Secretary of State or similar Governmental Authority, (ii) a certificate of the Secretary or Assistant Secretary of each Loan Party dated the Closing Date and certifying (A) that attached thereto is a true and complete copy of the by-laws or operating (or limited liability company) agreement (or similar governing document) of such Loan Party as in effect on the Closing Date and at all times since a date prior to the date of the resolutions described in clause (B) below, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such Person is a party, the Transactions and, in the case of the Borrower, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate or articles of incorporation or formation of such Loan Party have not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (i) above, and (D) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party, and (iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above; provided that, the Loan Parties may satisfy their obligations under clauses (d)(i)(A) and (d)(ii)(A) above in the certificate delivered pursuant to clause (d)(ii) above by providing therein a certification from the Secretary or Assistant Secretary of each applicable Loan Party that such documents have not been amended since being delivered to the Pre-Petition Agent on the Pre-Petition Closing Date, as applicable.

(e) *Officer's Closing Certificate.* The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower (i) certifying that the conditions specified in Sections 4.01(i), (j) and (k) and in Sections 4.02(b), (c) and (d) have been satisfied.

(f) *Weekly Disbursements Schedule*. The Administrative Agent shall have received the initial Weekly Disbursements Schedule.

(g) *Insurance*. (i) The Administrative Agent shall be reasonably satisfied with the amount, types and terms and conditions of all insurance maintained by the Borrower and the Subsidiary Loan Parties (it being acknowledged and agreed by the Administrative Agent that the insurance identified on Schedule 3.13 to this Agreement satisfies the condition in this Section 4.01(g)).

(h) *Bankruptcy Matters*.

(i) The Administrative Agent shall have received duly executed copies of the engagement letters for the Company Advisors, which shall be on terms and conditions reasonably acceptable to the Administrative Agent; it being agreed that the terms and conditions of the existing engagements of Alvarez & Marsal North America, LLC, as the Company Financial Advisor, and Guggenheim Securities, LLC, as the Company Investment Banker, are, in each case, acceptable to the Administrative Agent.

(ii) (A) The Bankruptcy Court shall have entered the Interim Financing Order and the Cash Management Order, and (B) neither the Interim Financing Order nor the Cash Management Order shall have been (1) stayed, vacated or reversed (in whole or in part as of the Closing Date) or (2) amended or modified, other than with the consent of the Administrative Agent (or, to the extent such amendment or modification has the effect of amending or modifying (or waiving) the rights or duties of any Co-Collateral Agent, the consent of such Co-Collateral Agent).

(iii) (A) The Administrative Agent shall have received drafts of the "first day" pleadings for the Chapter 11 Case, in each case, in form and substance reasonably satisfactory to the Administrative Agent not later than a reasonable time in advance of the Petition Date for the Administrative Agent's counsel to review and analyze the same; and (B) all motions, orders (including the "first day" orders) and other documents to be filed with and submitted to the Bankruptcy Court on the Petition Date shall cover such matters, and be in form and substance, reasonably satisfactory to the Administrative Agent, and the Bankruptcy Court shall have approved and entered all "first day" orders.

(i) *Representations and Warranties*. The representations and warranties of the Loan Parties contained in each Loan Document (including in Article III of this Agreement) are true and correct in all material respects on and as of the Closing Date, after giving effect to this Agreement and the consummation of the Transactions taking place on the Closing Date, as though made on and as of the Closing Date (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation and warranty shall have been true and correct in all material respects as of such earlier date); provided that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

(j) *No Material Adverse Effect*. Since the Petition Date, other than those events or circumstances customarily resulting from the commencement of the Chapter 11 Case, no event or condition has occurred that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect.

(k) *No Default*. No Default or Event of Default exists or has occurred and is continuing on and as of the Closing Date or, after giving effect to this Agreement and the consummation of the Transactions taking place on the Closing date, would result from the consummation of the Transactions taking place on the Closing Date.

(l) *USA Patriot Act; KYC*. The Administrative Agent and the Lenders shall have received, at least five (5) Business Days prior to the Closing Date, all documentation and other information required by US Governmental Authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act and, with respect to any Loan Party that qualifies as a "legal entity customer" under the Beneficial

Ownership Regulation, a Beneficial Ownership Certification with respect to such Loan Party, that shall have been reasonably requested by the Administrative Agent not less than ten (10) Business Days prior to the Closing Date.

(m) *Approved Budget*. The Administrative Agent shall have received the initial Approved Budget.

(n) *Transaction Funds Flow*. The Administrative Agent shall have received a funds flow agreement relating to the Transactions, in form and substance reasonably satisfactory to the Administrative Agent, duly executed by the Borrower, the Administrative agent and other parties thereto.

(o) *Fees and Expenses*. The Administrative Agent, the applicable Arrangers and the Lenders shall have received payment of all fees and expenses contemplated by this Agreement or any other Loan Document (including the Fee Letter), in each case, to the extent due and payable in cash on the Closing Date.

Without limiting the generality of the provisions of the last paragraph of Section 8.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

SECTION 4.02. Conditions Precedent to each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing on or after the Closing Date, and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit on or after the Closing Date, is subject to the satisfaction of the following conditions (each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit (for purposes of this Section 4.02, an "issuance") shall be deemed to constitute a representation and warranty by Borrower on the date thereof as to the matters specified in Sections 4.02(b), (c) and (d) below):

(a) *Appropriate Notice*. (i) In the case of a Borrowing, the Administrative Agent shall have received a Borrowing Request as required by Article II and (ii) in the case of the issuance of a Letter of Credit, the Administrative Agent and the applicable Issuing Bank shall have received notice with respect thereto in accordance with Article II. In addition, in the case of any Borrowing or the issuance of a Letter of Credit, the Administrative Agent shall have received a schedule detailing, in a manner consistent with the information delivered to the Administrative Agent pursuant to the Pre-Petition Credit Agreement, all disbursements to be funded with proceeds of the applicable Borrowing or issuance of Letter of Credit, in a form consistent with the disbursements categories set forth in the Approved Budget and, if requested by the Administrative Agent, identifying each payee with respect to such disbursement.

(b) *Representations and Warranties*. The representations and warranties of the Loan Parties contained in each Loan Document (including in Article III of this Agreement) are true and correct in all material respects on and as of the date of such Borrowing or issuance, before and after giving effect to such Borrowing or issuance and to the application of the proceeds therefrom, as though made on and as of such date (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation and warranty shall have been true and correct in all material respects as of such earlier date); provided that any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

(c) *No Default or Event of Default*. No event has occurred and is continuing, or would result from such Borrowing or issuance or from the application of the proceeds therefrom, that constitutes a Default or an Event of Default.

(d) *Credit Extension Conditions*. In the case of the Revolving Facility, after giving effect to such Borrowing or issuance of any Letter of Credit, each of the Credit Extension Conditions shall be satisfied.

(e) *Financing Order*. (i) The Interim Financing Order shall have been entered or the Final Financing Order shall have been entered following the expiration of the Interim Financing Order; (ii) the Financing Order shall not have been vacated, stayed, reversed, modified, or amended without the Administrative Agent's consent and shall otherwise be in full force and effect; (iii) no motion for reconsideration of the Financing Order shall have been timely filed; and (iv) no appeal of the Financing Order shall have been timely filed.

The conditions set forth in this Section 4.02 are for the sole benefit of the Secured Parties but until the Required Revolving Lenders (in the case of any credit extension under the Revolving Facility), the Required FILO Lenders (in the case of any credit extension under the FILO Facility), as applicable, otherwise direct the Administrative Agent to cease making Loans and the Issuing Banks to cease issuing Letters of Credit, the Lenders will fund their Applicable Percentage of all Loans and participate in all Swingline Loans and Letters of Credit whenever made or issued, which are requested by the Borrower and which, notwithstanding the failure of the Loan Parties to comply with the provisions of this ARTICLE IV, agreed to by the Administrative Agent, provided, however, the making of any such Loans or the issuance of any Letters of Credit shall not be deemed a modification or waiver by any Secured Party of the provisions of this ARTICLE IV on any future occasion or a waiver of any rights or the Secured Parties as a result of any such failure to comply.

ARTICLE V

Affirmative Covenants

Until the Obligations Payment Date, the Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent and (except in the case of Section 5.01(h)) each Lender:

(a) [reserved];

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(b) as soon as available and in any event within 30 days after the end of each fiscal month of the Borrower (other than any fiscal month that is the last fiscal month of each fiscal quarter), its consolidated balance sheet as of the end of such fiscal month and related statements of income for such fiscal month and of income and cash flows for the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year;

(c) [reserved];

(d) promptly following delivery thereof to the applicable Person, to the extent not required to be delivered hereunder, copies of any notices, certificates or other information required to be delivered to (i) the Rollover Notes Trustee and/or the Rollover Noteholders pursuant to the Rollover Notes Indenture, (ii) the Takeback Notes Trustee and/or the Takeback Noteholders pursuant to the Takeback Notes Indenture, and (iii)(A) the Pharmacy Inventory Supplier pursuant to the Pharmacy Inventory Supply Agreement or (B) McKesson pursuant to any McKesson Document; provided that, this clause (iii) shall apply only to notices, certificates or other information relating to (x) the assets, business operations or financial condition or performance of any Loan Party or any Subsidiary or (y) any Loan Party's or any Subsidiary's compliance with the terms of the Pharmacy Inventory Supply Agreement or any applicable McKesson Document;

(e) (i) as soon as practicable in advance of filing with the Bankruptcy Court or delivering to the Statutory Committee, if any, or to the U.S. Trustee, as the case may be, the Final Financing Order and all other material proposed orders and pleadings related to (x) the Chapter 11 Case (all of which must be in form and substance satisfactory to the Administrative Agent), (y) the Obligations or the Pre-Petition Obligations, and/or (z) any Chapter 11 Case Milestones (all of which must be in form and substance satisfactory to the Administrative Agent) and (ii) substantially simultaneously with the filing with the Bankruptcy Court or delivering to the Statutory Committee, if any, or to the U.S. Trustee, as the case may be, monthly operating reports and all other notices, filings, motions, pleadings or other information concerning the financial condition of the Loan Parties and their Subsidiaries or the Chapter 11 Case that may be filed with the Bankruptcy Court or delivered to the Statutory Committee, if any, or to the U.S. Trustee;

(f) [reserved];

(g) [reserved];

(h) on or before the fourth Business Day of each week (but in any event not later than Thursday of such week), a detailed daily schedule of all disbursements to be funded with proceeds of the Revolving Loans during the Subsequent Week, in a form consistent with the disbursement categories set forth in the Approved Budget and, if requested by the Administrative Agent, identifying each payee with respect to such disbursement (the "Weekly Disbursements Schedule");

(i) [reserved];

(j) [reserved];

(k) promptly following any request therefor, information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including the USA Patriot Act and the Beneficial Ownership Regulation;

(l) promptly following any request therefor, such other information regarding the financial condition, business or identity of the Borrower or any Subsidiary, or compliance with the terms of any Loan Document, as any Agent, at the request of any Lender, may reasonably request, including any information to be provided pursuant to Section 9.14 (provided that neither the Borrower nor any Subsidiary shall be required to deliver any information or other documentation pursuant to this Section 5.01(k) that (i) constitutes trade secrets or proprietary information, (ii) in respect of which disclosure to any Agent or any Lender (or their respective representatives or contractors) is prohibited by applicable law, court order or regulation or any contractual obligation or (iii) is subject to attorney-client or similar privilege or constitutes attorney work product; provided, however, that, in the event that any such Person not provide any document or information in reliance on the foregoing clauses (ii) or (iii), such Person shall provide notice to the Administrative Agent that such documents or information is being withheld and such Person shall use commercially reasonable efforts to communicate the applicable documents or information in a way that would not violate the applicable obligation or risk waiver of such privilege); and

(m) within one (1) Business Days after the delivery thereof to the applicable recipient, (i) any reports, budgets, or other written information or (ii) any indications of interest, term sheets or draft purchase or agency agreements (or similar documents) with respect to any potential Specified Sale Transaction or Permitted Real Estate Disposition or any other non-ordinary course sale of the assets of a Loan Party, in each case, regardless of whether provided to (A) the Rollover Notes Trustee and/or the Rollover Noteholders (or their respective advisors), whether pursuant to the Rollover Notes Indenture or otherwise, (B) the Takeback Notes Trustee and/or the Takeback Noteholders (or their respective advisors), whether pursuant to the Takeback Notes Indenture or otherwise, (C) the Pharmacy Inventory Supplier (or its advisors), whether pursuant to the Pharmacy Inventory Supply Agreement or otherwise, or (D) McKesson (or its advisors), whether pursuant to any McKesson Document or otherwise.

Documents required to be delivered pursuant to Section 5.01(b) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 9.01 (or such other website as may be identified by the Borrower to the Administrative Agent from time to time); or (ii) on which such documents are posted on the Borrower's behalf on an 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: (x) to the extent reasonably required by the Administrative Agent or any Lender as a result of any regulatory requirements, internal guidelines, compliance requirements or systems limitations, the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender upon its written request to the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender, and (y) the Borrower shall notify the Administrative Agent (by facsimile or electronic mail) of the posting of any such documents and, promptly following the Administrative Agent's written request therefor, provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers may, but shall not be obligated to, make available to the Lenders and the Issuing Banks materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks, Syndtrak, ClearPar, or a substantially similar electronic transmission system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Subsidiaries, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers, the Issuing Banks and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 9.12); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC".

SECTION 5.02. Notices of Material Events. The Borrower will furnish to the Administrative Agent and (other than with respect to notices in Section 5.02(g)(ii)) each Lender prompt written notice after any Responsible Officer of the Borrower obtains knowledge of any of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Parent Company, the Borrower or any Subsidiary thereof that could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any one or more ERISA Events that could reasonably be expected to result in a Material Adverse Effect;

(d) (i) any Lien (other than (v) Permitted Encumbrances, (w) Liens created pursuant to the Loan Documents to secure the Obligations, (x) Liens created pursuant to the Rollover Notes Documents to secure the Rollover Notes Obligations, (y) Takeback Notes Documents to secure the Takeback Notes Obligations and (z) Liens created pursuant to the McKesson Documents to secure the McKesson Trade Obligations) on any material portion of the Collateral; or (ii) any casualty event relating to a material portion of the Collateral;

(e) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the security interests created by the Loan Documents for the benefit of the Secured Parties or on the aggregate value of the Collateral;

(f) any development that results in, or could reasonably be expected to result in, a Material Adverse Effect;

(g) promptly following the occurrence of such event, any amendment, waiver, supplement, or modification of (i)(A) any Rollover Notes Document or (B) any Takeback Notes Document, in each case, accompanied by a true, correct and complete copy thereof or (ii)(A) the Pharmacy Inventory Supply Agreement or (B) any McKesson Document, accompanied by a true, correct and complete copy thereof (which may contain redactions, other than of the provisions the amendment, modification or waiver of which are subject to the Administrative Agent's consent hereunder);

(h) any notice received by any Loan Party (or any of their representatives) from the Pharmacy Inventory Supplier (or any of the Pharmacy Inventory Supplier's representatives) (i) with respect to any Loan Party's or any Subsidiary's non-payment or non-performance under the Pharmacy Inventory Supply Agreement, (ii) requesting adequate assurance of performance (whether through the provision of additional credit support or otherwise), (iii) reducing or suspending the delivery of goods to the Borrower or its Subsidiaries under the Pharmacy Inventory Supply Agreement or (vi) reducing or otherwise adversely modifying the amount or duration of trade credit made available to any Loan Party or its Subsidiaries under the Pharmacy Inventory Supply Agreement; and

(i) within one (1) Business Day after (x) any Prepayment Event and (y) on each occasion that any Net Cash Proceeds are received by or on behalf of any Loan Party in respect of any Prepayment Event.

Each notice delivered under Section 5.02 above shall be accompanied by a statement of a Responsible Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Information Regarding Collateral. The Borrower will furnish to the Administrative Agent prompt written notice of any change (i) in any Loan Party's corporate name, (ii) in the location of any Loan Party's jurisdiction of incorporation or organization, or (iii) in any Loan Party's form of organization. The Borrower agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made (or arrangements have been approved by the Administrative Agent, acting reasonably, for such filings to be made) under the

Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral for the benefit of the Secured Parties.

SECTION 5.04. Existence; Conduct of Business. Except as otherwise permitted by this Agreement, the Borrower will continue, and will cause each Subsidiary to continue, to engage in business of the same general type as now conducted by the Borrower and including any related or supplemental business. The Borrower will, and will cause each of the Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, and franchises, in each case material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation, dissolution or sale of assets permitted under Section 6.03.

SECTION 5.05. Payment of Obligations. The Parent Company and the Borrower will, and will cause each of the Subsidiaries to, pay its Indebtedness and other obligations, including Tax liabilities, which, if unpaid, could result in a material Lien on any of their properties or assets, before the same shall become delinquent or in default, except where (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (ii) the Parent Company, the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (b) enforcement of the non-payment thereof is or would be subject to the Automatic Stay or Section 365(e) of the Bankruptcy Code, or (c) the failure to make payment could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.06. Maintenance of Properties. The Borrower will, and will cause each of the Subsidiaries to, keep and maintain all property used in the conduct of its business in good working order and condition, ordinary wear and tear excepted except where failure to do so, individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.07. Insurance.

(a) The Borrower will, and will cause each of the Subsidiaries to, maintain (either in the name of the Borrower or in such Subsidiary's own name), with financially sound and reputable insurance companies insurance in such amounts (with no greater risk retention) and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations. If at any time the improvements located on any Owned Real Estate or any Ground-Leased Real Estate is located in an area which is designated (i) a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), the Borrower will, or will cause any applicable Subsidiary to, obtain flood insurance in such total amount as is reasonable and customary for companies engaged in the same or similar business and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time, or (ii) a "Zone 1" area, the Borrower will, or will cause any applicable Subsidiary to, obtain earthquake insurance in such total amount as is reasonable and customary for companies engaged in the same or similar business. The Borrower will furnish to the Lenders, upon request of the Agents, information in reasonable detail as to the insurance so maintained.

(b) The Borrower will, and will cause each of the Subsidiary Loan Parties to, (i) cause all such policies to be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable endorsement, in form and substance satisfactory to the Agents, which endorsement shall provide that, if the insurance carrier shall have received written notice from the Administrative Agent of the occurrence of an Event of Default, the insurance carrier shall pay all proceeds otherwise payable to the Borrower and any other Loan Party under such policies directly to the Collateral Agent for application to the Obligations (in accordance with the terms of this Agreement); (ii) cause all such policies to provide that none of the Borrower, the Subsidiary Loan Parties, the Administrative Agent, the Collateral Agent, or any other party shall be a coinsurer thereunder and to contain a "Replacement Cost Endorsement", without any deduction for depreciation, and such other provisions as the Agents may reasonably require from time to time to protect their interests; (iii) deliver broker's certificates to the Collateral Agent naming it as "additional insured" under the applicable policy; and (iv) cause each such policy to provide that it shall not be canceled or not renewed by reason of nonpayment of premium upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or for any other reason upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent, in each case with such modifications as the Administrative Agent may approve, acting reasonably.

(c) In connection with the covenants set forth in this Section 5.07, it is agreed that:

(i) none of the Agents, the Lenders, or their agents or employees shall be liable for any payment of the premiums for such insurance policies or any loss or damage insured by the insurance policies required to be maintained under this Section 5.07, and (A) the Borrower and each Subsidiary Loan Party shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against the Agents, the Lenders or their agents or employees; provided, however, that if the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Borrower hereby agrees, to the extent permitted by law, to waive its (and, agrees to cause each Subsidiary Loan Party to waive their respective) right of recovery, if any, against the Agents, the Lenders and their agents and employees; and

(ii) the designation of any form, type or amount of insurance coverage by the Agents or the Required Lenders under this Section 5.07 shall in no event be deemed a representation, warranty or advice by the Agents or the Lenders that such insurance is adequate for the purposes of the business of the Borrower and the Subsidiaries or the protection of their properties.

(d) The Borrower will, and will cause each of the Subsidiaries to, permit any representatives that are designated by the Administrative Agent to inspect the insurance policies maintained by or on behalf of the Borrower and the Subsidiaries and inspect books and records related thereto and any properties covered thereby.

SECTION 5.08. Books and Records; Inspection and Audit Rights; Collateral Reviews.

(a) The Parent Company and the Borrower will, and will cause each of the Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The Parent Company and the Borrower will, and will cause each of the Subsidiaries to, permit any representatives designated by any Lender (at such Lender's expense, unless a Default has occurred and is continuing, in which case at the Borrower's expense), and after such Lender has consulted the Administrative Agent with respect thereto, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested.

(b) The Parent Company and the Borrower will, and will cause each of the Subsidiaries to, at the prior written request of the Administrative Agent or any Co-Collateral Agent from time to time, and at the expense of the Borrower, cooperate with the Administrative Agent (including any consultants (including the Lender Group Consultants), field examiners, accountants, lawyers and appraisers retained by the Administrative Agent) to (i) permit to be conducted monthly "desktop" Collateral appraisals, including reviews of inventory levels and mix and Prescription Files; and (ii) deliver any information reasonably requested in writing by the Administrative Agent or any Co-Collateral Agent (or their representatives) in connection with appraisals, collateral audits, valuations of the Collateral for the purposes of a bid, other Collateral reporting, or otherwise.

SECTION 5.09. Compliance with Laws; Healthcare Laws; Healthcare Permits.

(a) Except to the extent non-compliance is permitted under the Bankruptcy Code or subject, as applicable, to the Automatic Stay, the Parent Company and the Borrower will, and will cause each of the Subsidiaries to, comply in all material respects with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, including all Environmental Laws and Healthcare Laws, except to the extent that any failures so to comply, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) The Parent Company and the Borrower will, and will cause each of the Subsidiaries to, maintain, in all material respects, all material records of the Borrower or such Subsidiary required to be maintained by the Food and Drug Administration, Drug Enforcement Administration, State Boards of Pharmacy, the Medicare and Medicaid programs and as otherwise required by applicable Healthcare Laws.

(c) The Borrower will, and will cause each of the Subsidiaries to, maintain each of its Healthcare Permits necessary to the operation of its business, and to comply with the terms and conditions of such Healthcare Permits, except where the failure to maintain any such permit could not adversely affect, in any material respect, realization upon the Collateral.

(d) The Borrower will implement and maintain in effect policies and procedures reasonably designed to (i) prevent and report the inappropriate or illegitimate dispensing, prescribing or diversion of Controlled Substances to customers of the Borrower or any of its Subsidiaries and (ii) ensure compliance by the Borrower, its Subsidiaries and their respective officers and employees with all applicable Healthcare Laws.

(e) The Parent Company and the Borrower will implement and maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions and the Parent Company, the Borrower and the Subsidiaries shall conduct their business in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects.

SECTION 5.10. Use of Proceeds and Letters of Credit.

(a) The proceeds of the Revolving Loans, FILO Loans and Swingline Loans made on or after the Closing Date will be used by the Borrower strictly in accordance with the Approved Budget (subject to Permitted Variance) for general corporate and ongoing working capital purposes, in each case to the extent expressly permitted under applicable law and the Loan Documents, including (i) to pay fees, expenses, and costs incurred in connection with the Chapter 11 Case in accordance with the Approved Budget, as well as the payment of any adequate protection payments approved in the Financing Order, and (ii) to fund the Carve Out.

(b) Letters of Credit will be used solely to support payment obligations of the Borrower and the Subsidiaries incurred in the ordinary course of business; provided that, no Letters of Credit shall be used to provide credit support under the Borrower's workers' compensation and/or commercial automotive insurance policies in replacement of any Letter of Credit issued under (and as defined in) the 1970 Group Substitute LC Facility.

(c) No proceeds of Loans or Letters of Credit will be used, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of buying or carrying any Margin Stock. The Borrower will ensure that no such use of Loan proceeds or issuance of Letters of Credit will entail any violation of Regulation T, U or X of the Board.

(d) The Borrower will not request any Borrowing or issuance of any Letter of Credit, and the Borrower shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (i) 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 Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

SECTION 5.11. Additional Subsidiaries; Additional Real Estate.

(a) If any additional Subsidiary (other than any Excluded Subsidiary) is formed or acquired after the Closing Date, the Borrower will, within five (5) days after such Subsidiary is formed or acquired (or such later date as the Administrative Agent may agree) (or, with respect to any other Subsidiary, if the Borrower elects to cause such Subsidiary to become a Subsidiary Loan Party, the Borrower will) notify the Administrative Agent thereof and cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary; provided, however, if such Subsidiary own or leases Material Real Estate, then Borrower shall, at the request of the Administrative Agent, within thirty (30) days after the acquisition thereof (or such later date as the Administrative Agent may agree), cause such Subsidiary to deliver to the Administrative Agent the Mortgages and Real Estate Collateral Support Documents with respect to such Material Real Estate; provided further that, the Borrower shall not form or acquire, or permit any Subsidiary to form or acquire, any additional Subsidiaries after the Closing Date, unless the Administrative Agent shall have provided its prior written consent to the formation or acquisition of such Subsidiary; and provided further that, no Subsidiary of any Loan Party that is not a Loan Party on the Closing Date shall be joined to this Agreement or any other Loan Document unless and until such Subsidiary has delivered all documentation and other information required by US Governmental Authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act and, with respect to any such Subsidiary that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification with respect to such Subsidiary, and the Administrative Agent has received confirmation from each Lender that such Lender has received all such documentation and other information.

(b) If any Loan Party acquires any Material Real Estate after the Closing Date, then the Borrower shall, or shall cause the applicable Loan Party to, at the request of the Administrative Agent, deliver to the Administrative Agent the Mortgage and Real Estate Collateral Support Documents in respect thereof within thirty (30) days of such acquisition (or such later date as the Administrative Agent may agree).

(c) Notwithstanding anything herein to the contrary, no Mortgage will be signed until each Lender has confirmed to the Administrative Agent satisfactory completion of its flood due diligence.

SECTION 5.12. Further Assurances. The Parent Company and the Borrower will, and will cause each Subsidiary Loan Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, deeds of trust and other documents), which may be required under any applicable law, or which any Agent or the Required Lenders may reasonably request, to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties. The Borrower also agrees to provide to each Agent, from time to time upon request by any of them, evidence reasonably satisfactory to Agents, as to the perfection and priority of the Liens created or intended to be created by the Collateral Documents in favor of the Collateral Agent in favor of the Secured Parties.

SECTION 5.13. Company Advisors and Lender Group Consultant.

(a) The Borrower (and, as applicable, the Parent Company) will, and will cause each Subsidiary to,

(i) Timely file motions with the Bankruptcy Court seeking to continue to retain the Company Advisors that have been retained as of the Petition Date.

(ii) Continue to retain the Company Advisors. The retention of the Company Advisors shall be on terms and conditions (including as to scope of engagement) reasonably satisfactory to the Administrative Agent; provided that, the Administrative Agent hereby confirms that, as of the Closing Date, the existing engagements of Alvarez & Marsal North America, LLC, as the Company Financial Advisor, and Guggenheim Securities, LLC, as the Company Investment Banker, in each case, satisfy the applicable requirements set forth in this Section 5.13(a)(ii).

(iii) Fully cooperate with the Company Advisors, including in connection with the preparation of reporting or information required to be delivered pursuant to this Agreement or that is requested by the Administrative Agent from time to time. The Loan Parties hereby (x) authorize the Administrative Agent (or its agents or advisors, including the Lender Group Consultant) to communicate directly with the Company Advisors regarding any and all matters related to the Loan Parties and their Affiliates, including all financial reports and projections developed, reviewed or verified by any of the Company Advisors and all additional information, reports and statements requested by the Administrative Agent and (y) authorize and direct the Company Advisors to provide the Administrative Agent (or their respective agents or advisors, including the Lender Group Consultant) with copies of reports and other information or materials prepared or reviewed by the Company Advisors as the Administrative Agent may request in writing.

(b) The Borrower, on behalf of itself and each other Loan Party, hereby acknowledges that the Administrative Agent shall be permitted to engage one (1) outside consultant (the "Lender Group Consultant") to provide advice, analysis and reporting for the sole benefit of the Administrative Agent and the other Secured Parties, which as of the Closing Date is BRG. Each Loan Party covenants and agrees that (i) such Loan Party shall, and shall cause the Company Advisors to, cooperate with the Lender Group Consultant, (ii) all costs and expenses of the Lender Group Consultant shall be paid or reimbursed by the Borrower in accordance with Section 9.03 and (iii) all reports, determinations and other written and verbal information provided by the Lender Group Consultant shall be confidential and no Loan Party shall be entitled to have access to any such reports, determinations or information.

(c) From time to time upon reasonable written request of the Administrative Agent, the Borrower will, and will cause each Subsidiary to, conduct and cause the applicable Company Advisor (or other appropriate Loan Party professionals) to participate, together with financial officers of the Loan Parties, (x) in weekly status calls with the Administrative Agent and the Lenders to discuss (i) the Approved Budget, the Approved Budget Variance Reports and/or any other reports or information delivered pursuant to this Agreement, (ii) the financial operations and performance of the Loan Parties' business, (iii) the status of any Specified Sale Transaction, the Specified Store Closing Sale, and/or the achievement of any Chapter 11 Case Milestones and/or (iv) such other matters relating to the Loan Parties and their business and operations as the Administrative Agent (or its agents, consultants, or advisors) shall reasonably request and (y) in weekly status calls with the Administrative Agent and the Co-Collateral Agents to discuss, together with the Store Closing Consultants, the status of and evaluations with respect to Store closing sales conducted by or on behalf of the Loan Parties, including pursuant to the Store Closing Consulting Agreement, the cash proceeds realized on such assets sold pursuant to such Store closing sales, setting forth in comparative form such recovery against the budgeted amount of the value for such assets, and such other matters relating to the methodology and strategy for the closure of Stores as the Administrative Agent shall reasonably request.

SECTION 5.14. Intercompany Transfers. The Borrower shall maintain accounting systems capable of tracing intercompany transfers of funds and other assets.

SECTION 5.15. [Reserved].

SECTION 5.16. Cash Management System. The Borrower will cause each Subsidiary Loan Party to (a) at all times maintain a Cash Management System that complies with Schedule 2 of the Security Agreement and (b) comply with each of such Loan Party's obligations under the Cash Management System, and shall use best efforts to cause any applicable third party to effectuate the Cash Management System. Each Loan Party shall cause all proceeds received from any Prepayment Event to be directly deposited in the Bank of America Concentration Account immediately upon receipt of the same by the Loan Parties.

SECTION 5.17. Real Estate Leases. The Borrower will, and will cause each of the Subsidiaries to:

(a) except to the extent otherwise agreed to by the Administrative Agent, subject to Section 365(d)(3) of the Bankruptcy Code, (i) make all required payments under all Real Estate Leases for Store locations, Ground-Leased Real Estate and leased warehouse or distribution center locations of any Loan Party as required by the Bankruptcy Court and otherwise in accordance with the Approved Budget (subject to Permitted Variance) and (ii) perform, in all material respects, and within any applicable notice or cure period set forth therein, all other obligations in respect of all Real Estate Leases for Store locations and leased warehouse or distribution center locations of any Loan Party as required by the Bankruptcy Court; and

(b) promptly notify the Administrative Agent of any notice received of any material default beyond the applicable notice and cure period set forth in such Real Estate Lease by any party thereto with respect to Real Estate Leases for Store locations, Ground-Leased Real Estate and leased warehouse or distribution center locations of any Loan Party, and reasonably cooperate with the Administrative Agent (to the extent requested by the Administrative Agent) in all respects to cure any such material default then continuing;

in each case of clause (a) and (b), other than with respect to (i) any Real Estate Lease relating to a Store or other real property location subject to an Asset Sale permitted by Section 6.05 or (ii) any Real Estate Lease rejected in accordance with the procedures set forth in Section 5.21.

SECTION 5.18. Approved Budget.

(a) The Borrower will, and will cause each Subsidiary to, use the Loans and other extensions of credit to the Loan Parties under this Agreement and the other Loan Documents and use "cash collateral" (as defined in Section 363(a) of the Bankruptcy Code) solely in accordance with the Approved Budget (subject to the Permitted Variance), the Weekly Disbursements Schedule and Section 5.10.

(b) Each Approved Budget may be updated, modified or supplemented from time to time by the Borrower with the prior written consent of the Administrative Agent and the Required Co-Collateral Agents, and shall be updated from time to time upon the written request of the Administrative Agent and the Required Co-Collateral Agents. On or before (i) the date that is the earlier of (x) 3 days after the conclusion of the Specified Retail / Pharmacy Assets Auction (as defined in Schedule 5.19) and (y) May 21, 2025 (the "Initial Post-Auction Budget Update"), (ii) the date that is the earlier of (x) 3 days after the conclusion of the Specified Other Assets Auction (as defined in Schedule 5.19) and (y) June 27, 2025 (the "Subsequent Post-Auction Budget Update" and, together with the Initial Post-Auction Budget Update, the "Post-Auction Budget Updates"), and (iii) the fourth Business Day of the first week (but in any event not later than Friday of such week) of each successive four-week period following the Closing Date (i.e., commencing with the week of May 25, 2025) (the "Periodic Budget Updates"), the Borrower shall submit an updated budget for the next successive thirteen-week period (it being understood that, unless otherwise agreed by the Administrative Agent and the Required Co-Collateral Agents, each such updated budget shall only add projections for periods not previously covered by any Approved Budget and shall not modify any periods previously covered by the Approved Budget or for any prior periods). Each such updated, modified or supplemented budget shall be approved by, and in form and substance satisfactory to, the Administrative Agent and the Required Co-Collateral Agents and no such updated, modified or supplemented budget shall be effective until so approved in writing and once so approved shall be deemed an Approved Budget; provided that, in the event the Administrative Agent and the Required Co-Collateral Agents and the Borrower cannot (while acting in good faith) agree as to an updated, modified or supplemented budget, the existing Approved Budget shall remain in effect until the period covered by the most recent Approved Budget has terminated, at which time an Event of Default shall be deemed to have occurred. Notwithstanding anything to the contrary in the Financing Order or in the Loan Documents, upon delivery of each of the Post-Auction Budget Updates (but not, for the avoidance of doubt, any Periodic Budget Update), if any of such Post-Auction Budget Updates are not in form and substance acceptable to the Administrative Agent and the Required Co-Collateral Agents (other than with respect to the Employee Expenses (as defined in the Financing Order)), within two (2) Business Days after the timely delivery thereof, such disagreement shall, at the election of the Administrative Agent and the Required Co-Collateral Agents, give rise to an immediate Event of Default. Each Approved Budget delivered to the Co-Collateral Agents shall be accompanied by such supporting documentation as reasonably requested by any Co-Collateral Agent. Each Approved Budget and Weekly Disbursements Schedule shall be prepared in good faith, with due care, and based upon assumptions which the Borrower believes to be reasonable.

(c) The Loan Parties shall perform in accordance with the Approved Budget and the Weekly Disbursements Schedule, subject to the following (the "Permitted Variance"), which shall be tested commencing with the first calendar week following the Closing Date (i.e., commencing with the Cumulative Four-Week Period ending on May 10, 2025 or the Weekly Period ending on May 10, 2025, as applicable): (i) the Actual Cash Receipts for any Cumulative Four-Week Period shall not be less than 92.5% of the Budgeted Cash Receipts for such Cumulative Four-Week Period, as set forth in the most recent Approved Budget; provided that, for the first three (3) Weekly Periods following the Closing Date, the Actual Cash Receipts for (x) such

Weekly Period and (y) the most recent Cumulative Period (as of the last day of the Prior Week) shall not, in each case, be less than 90.0% of the Budgeted Cash Receipts for such Weekly Period or Cumulative Period, as applicable, as set forth in the most recent Approved Budget, (ii) the Actual Operating Disbursement Amounts for any Cumulative Four-Week Period shall not be greater than 102.5% of the Budgeted Operating Disbursement Amounts for such Cumulative Four-Week Period, as set forth in the most recent Approved Budget; provided that, for the first three (3) Weekly Periods following the Closing Date, the Actual Operating Disbursement Amounts for (x) such Weekly Period and (y) the most recent Cumulative Period (as of the last day of the Prior Week) shall not, in each case, be greater than 105.0% of the Budgeted Operating Disbursement Amounts for such Weekly Period or Cumulative Period, as applicable, as set forth in the most recent Approved Budget, (iii) the Actual Non-Operating Disbursement Amounts for any Cumulative Four-Week Period shall not be greater than 102.5% of the Budgeted Non-Operating Disbursement Amounts (excluding budgeted professional fees and expenses of the Specified Professionals) for such Cumulative Four-Week Period, as set forth in the most recent Approved Budget; provided that, for the first three (3) Weekly Periods following the Closing Date, the Actual Non-Operating Disbursement Amounts for (x) such Weekly Period and (y) the most recent Cumulative Period (as of the last day of the Prior Week) shall not, in each case, be greater than 105.0% of the Budgeted Non-Operating Disbursement Amounts (excluding budgeted professional fees and expenses of the Specified Professionals) for such Weekly Period or Cumulative Period, as applicable, as set forth in the most recent Approved Budget, and (iv) the sum of the Total Revolving Outstandings *plus* the Pre-Petition Total Revolving Outstandings as of the last day of any Weekly Period shall not be greater than 102.5% of the sum of the projected Total Revolving Outstandings *plus* the projected Pre-Petition Total Revolving Outstandings as of the last day of such Weekly Period, as set forth in the most recent Approved Budget; provided that, for the first three (3) Weekly Periods following the Closing Date, the sum of the Total Revolving Outstandings *plus* the Pre-Petition Total Revolving Outstandings as of (x) the last day of any Weekly Period and (y) the most recent Cumulative Period (as of the last day of the Prior Week) shall not, in each case, be greater than 105.0% of the sum of the projected Total Revolving Outstandings *plus* the projected Pre-Petition Total Revolving Outstandings as of the last day of such Weekly Period or Cumulative Period, as applicable, as set forth in the most recent Approved Budget.

(d) The Borrower shall deliver to the Administrative Agent, by not later than 5:00 p.m., on the third Business Day of each week (but in any event not later than Thursday of such week) or, if extended in writing by the Administrative Agent in its sole discretion for any week, by not later than 5:00 p.m. on Friday of such week (commencing with the first such day of the first full calendar week following the entry of the Interim Financing Order), a Compliance Certificate, which shall, among other things, (i) certify as to whether a Default or Event of Default (including with respect to the covenants contained in Section 5.18(c)) has occurred and, if a Default or Event of Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) identify any Subsidiary formed or acquired since the end of the Prior Week, (iii) identify any change in a Loan Party's name, form of organization or jurisdiction of organization, including as a result of any merger transaction, since the end of the Prior Week, (iv) attach an Approved Budget Variance Report, (v) include a report listing the Stores subject to Specified Store Closing Sales and the other remaining Stores and confirming the lease assumption/rejection status and lease expiration date of each Store location and each leased warehouse or distribution center location of any Loan Party, (vi) [reserved], (vii) include a summary of (A) the average daily accounts payable generated with respect to McKesson under the

McKesson Pharmacy Inventory Supply Agreement during the Prior Week and the Cumulative Four-Week Period and (B) the amount of accounts payable owing to McKesson pursuant to the McKesson Pharmacy Inventory Supply Agreement as of the end of the Prior Week, (viii) include a report detailing all dispositions of (x) Prescription Files and (y) Pharmaceutical Inventory, (ix) include a report detailing all dispositions of "front-end" Inventory in accordance with the Store Closing Consulting Agreement and consigned goods in accordance with the Consignment Agreement, (x) a report detailing days of inventory on hand with respect to both generic and private label branded Pharmaceutical Inventory, and (xi) include a report detailing accounts receivable, Pharmaceutical Inventory, "front-end" Inventory and Prescription Files by Store location (along with "ineligible collateral" (including consignment) detail), in each case, in form and substance satisfactory to the Administrative Agent and the Co-Collateral Agents. Each Compliance Certificate shall be promptly distributed to the Lenders by the Administrative Agent.

(e) The Administrative Agent and the Lenders (i) may assume that the Loan Parties will comply with the Approved Budget, (ii) shall have no duty to monitor such compliance and (iii) shall not be obligated to pay (directly or indirectly from proceeds of Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget. The line items in the Approved Budget for payment of the Obligations, including any expenses payable pursuant to Section 9.03, are estimates only, and the Loan Parties shall remain obligated to pay any and all Obligations in accordance with the terms of the Loan Documents and the Financing Order regardless of whether such amounts exceed such estimates. Nothing in any Approved Budget (including any estimates of a loan balance in excess of applicable lending limits) shall constitute an amendment or other modification of any Loan Document or any of the lending limits set forth therein.

SECTION 5.19. Chapter 11 Case Milestones.

(a) The Parent Company and the Borrower will, and will cause each of the Subsidiaries to, comply with each of the covenants contained on Schedule 5.19 (collectively, the "Chapter 11 Case Milestones"), upon the terms and at the times provided for therein; provided that the Administrative Agent and the Co-Collateral Agents may, in their collective and absolute discretion, extend any of the Chapter 11 Case Milestones for a period of not more than ten (10) Business Days in the aggregate for any particular Chapter 11 Case Milestone or for such longer period with the consent of the Required Lenders (in their sole and absolute discretion); provided that, prior to the Administrative Agent's and the Co-Collateral Agents' approval of any extensions of the Chapter 11 Case Milestones as set forth on Schedule 5.19, the Borrower shall have confirmed and reserved Bankruptcy Court availability for the applicable date to the extent achievement of any such Chapter 11 Case Milestone requires a hearing before, or other action of, the Bankruptcy Court.

(b) The Parent Company and the Borrower will, and will cause each of the Subsidiaries and the Company Advisors to, provide the Administrative Agent with a status report and such other updated information relating to the achievement of any Chapter 11 Case Milestone as may be reasonably requested by the Administrative Agent or the Required Lenders, in form and substance reasonably acceptable to the Administrative Agent.

SECTION 5.20. Compliance with Bankruptcy Court Orders, Bankruptcy Code, Etc. The Parent Company and the Borrower will, and will cause each Subsidiary to, comply with (a) the Financing Order and the Cash Management Order, in all respects, and shall not seek any reversal, vacatur, stay, amendment or modification thereto, without the prior written consent of the Administrative Agent, (b) all other orders of the Bankruptcy Court, and (c) all other obligations and responsibilities as debtors-in-possession under the Bankruptcy Code and the Bankruptcy Rules.

SECTION 5.21. Assumption and Rejection of Contracts and Real Estate Leases. The Borrower will, and will cause each of the Subsidiaries to, provide to the Administrative Agent and to BRG (or any other Lender Group Consultant designated by the Administrative Agent in writing to the Borrower as a required recipient of such notice) prior written notice of the filing any motion or notice to assume or reject, pursuant to Section 365 of the Bankruptcy Code, any of the Borrower's or any Subsidiary's material contracts or any of the Borrower's or any Subsidiary's Real Estate Leases for Store locations or leased warehouse or distribution center locations, in each case, as soon as reasonably practicable and at least three (3) Business Days (or such shorter notice reasonably acceptable to the Administrative Agent) prior to the filing of any such motion, and no such contract or Real Estate Lease shall be assumed or rejected if such assumption or rejection could reasonably be expected to materially and adversely impact the Collateral or any Lien of the Collateral Agent thereon (in the determination of the Administrative Agent, in its commercially reasonable judgment, which determination is delivered to the Borrower in writing not later than two (2) Business Days after receipt of the Borrower's applicable notice delivered pursuant to this Section 5.21). Notwithstanding the foregoing, this Section 5.21 shall not apply with respect to Real Estate Leases for any Specified Stores.

SECTION 5.22. Store Closing Consulting and Consignment Agreements. The Parent Company and the Borrower shall, and shall cause each other Loan Party to, fully cooperate in good faith with (a) the Store Closing Consultants in connection with the services to be provided by the Store Closing Consultants under the Store Closing Consulting Agreement, including, without limitation, any sales to be conducted by the Store Closing Consultants in accordance with the terms thereof and the Store Closing Order and (b) the Consignors in connection with the services to be provided by the Consignors under the Consignment Agreement.

SECTION 5.23. Post-Closing Obligations. The Borrower shall, and shall cause the Parent Company, as applicable, and each Subsidiary to, complete each of the post-closing obligations and/or deliver to the Administrative Agent or the Collateral Agent, as applicable, each of the documents, instruments, agreements and information listed on Schedule 5.23, on or before the date set forth for each such item on Schedule 5.23 (as may be extended by such Agent in writing in its sole discretion), each of which shall be completed or provided in form and substance reasonably satisfactory to such Agent.

ARTICLE VI

Negative Covenants

Until the Obligations Payment Date, the Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness; Certain Equity Securities.

(a) The Borrower will not, and will not permit any Subsidiary to, create, issue, incur, assume or permit to exist (x) any Indebtedness, (y) any Attributable Debt in respect of any Sale and Leaseback Transaction or (z) any Disqualified Preferred Equity Interests, except:

(i) Indebtedness under the Loan Documents;

(ii) the Pre-Petition Obligations;

(iii) Indebtedness of the Borrower and the Subsidiaries in respect of intercompany Investments permitted under Section 6.04; provided that any such Indebtedness owing by the Borrower or a Subsidiary Loan Party to a Subsidiary that is not a Loan Party is subordinated to the Obligations pursuant to terms substantially the same as those forth on Annex I of the Pre-Petition Credit Agreement; provided, further, that any references therein to the Pre-Petition Obligations, the Pre-Petition Credit Agreement or the Pre-Petition Agent shall refer to the Obligations hereunder, this Agreement and the Administrative Agent, respectively;

(iv) Indebtedness consisting of the Takeback Notes Debt, to the extent subject to the ABL / Takeback Notes Intercreditor Agreement and the terms of the Financing Order;

(v) to the extent constituting Indebtedness, (A) the McKesson Trade Obligations, to the extent subject to the ABL / McKesson Intercreditor Agreement, and (B) the other McKesson Obligations, in each case, to the extent subject to the applicable terms of the Financing Order;

(vi) to the extent constituting Indebtedness, any superpriority administrative claims granted pursuant to the Financing Order;

(vii) endorsements of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business;

(viii) Indebtedness consisting of the Rollover Notes Debt, to the extent subject to the ABL / Rollover Notes Intercreditor Agreement and the terms of the Financing Order;

(ix) the 1970 Group Substitute LC Facility, to the extent subject to the terms of the Financing Order;

(x) Indebtedness (including Capital Lease Obligations) and Attributable Debt in respect to equipment or leasing in the ordinary course of business of the Borrower and the Subsidiaries consistent with past practices, in each case, to the extent set forth in the Financing Order;

(xi) Guarantees of any Indebtedness under clause (i), (ii), (iv), (v) and (vii) of this Section 6.01(a); provided that any Subsidiary that Guarantees any Indebtedness under clause (ii), (iv), (v) or (vii) of this Section 6.01(a) also Guarantees the Obligations; and

(xii) to the extent constituting Indebtedness, the Carve Out.

Notwithstanding any of the foregoing, and except for the Carve Out, no Indebtedness permitted under this Section 6.01(a) 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 (i) the Agents and the Lenders and (ii) the Pre-Petition Agent and the Pre-Petition Lenders, in each case, as set forth herein and in the Financing Order.

(b) The Borrower will not, nor will it permit any Subsidiary to, issue any Preferred Equity Interests or other preferred Equity Interests, other than (i) Qualified Preferred Equity Interests of the Borrower and (ii) Preferred Equity Interests of a Subsidiary issued to the Borrower or a Subsidiary Loan Party or, in the case of a Subsidiary that is not a Subsidiary Loan Party, to another Subsidiary that is not a Subsidiary Loan Party.

SECTION 6.02. Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except:

(a) Liens created under the Loan Documents to secure the Obligations;

(b) Liens created under the Pre-Petition Loan Documents to secure the Pre-Petition Obligations;

(c) Permitted Encumbrances;

(d) Liens in favor of the Takeback Notes Trustee created under the Takeback Notes Documents to secure the Takeback Notes Obligations; provided that such Liens are subject to the ABL / Takeback Notes Intercreditor Agreement and the Financing Order;

(e) Liens in favor of McKesson created under the McKesson Documents to secure the McKesson Trade Obligations; provided that such Liens are subject to the ABL / McKesson Intercreditor Agreement, an intercreditor agreement with the Rollover Notes Trustee and the Financing Order;

(f) Liens consisting of cash collateral held as of the Petition Date for the benefit of the letter of credit issuers under the 1970 Group Substitute LC Facility, in an aggregate amount not to exceed $5,000,000, with any use of such cash collateral subject to the applicable terms of the Financing Order;

(g) any Lien securing Indebtedness of a Subsidiary owing to a Subsidiary Loan Party, which Lien shall be collaterally assigned to the Collateral Agent to secure the Obligations;

(h) any Lien securing Indebtedness, Attributable Debt and other payment obligations under leases, as applicable, incurred in connection with a Sale and Leaseback Transaction or any equipment financing or leasing, in any such case, to the extent permitted pursuant to (A) Section 6.01(a)(x) and (B) Section 6.06, as applicable; provided that any such Lien shall attach only to the equipment, Real Estate or other assets subject to such Sale and Leaseback Transaction, financing, or leasing, as applicable, in each case, to the extent set forth in the Financing Order;

(i) adequate protection Liens and superpriority administrative claims, in each case, granted pursuant to the Financing Order;

(j) Permitted Prior Liens;

(k) Liens in favor of the Rollover Notes Trustee created under the Rollover Notes Documents to secure the Rollover Notes Obligations; provided that such Liens are subject to the ABL / Rollover Notes Intercreditor Agreement and the Financing Order;

(l) Liens relating to or in connection with any Plan or Multiemployer Plan; provided that any such Lien is at all times unperfected and perfection of such Lien is subject to the Automatic Stay;

(m) Liens existing on the Petition Date and identified on Schedule 6.02; provided that such Liens do not attach to any property other than the property identified on Schedule 6.02 and secure only the Pre-Petition Obligations they secured on the Petition Date other than accessions to the property or assets subject to the Lien; and

(n) Liens (other than Liens securing Indebtedness) that are not otherwise permitted under any other provision of this Section 6.02; provided that the fair market value of the property and assets with respect to which such Liens are granted shall not at any time exceed $3,500,000.

Notwithstanding anything to the contrary herein, Liens permitted under Section 6.02 shall at all times be junior and subordinate to the Liens under the Collateral Documents (including the Financing Order) securing the Obligations. The prohibition provided for in this Section 6.02 specifically includes any effort by any Loan Party or Subsidiary, any Statutory Committee or any other party in interest in the Chapter 11 Case to prime or create *pari passu* to any claims, Liens or interests of (i) the Agents and the Lenders or (ii) for so long as the Pre-Petition Obligations have not been indefeasibly paid in full in cash, the Pre-Petition Agent and the Pre-Petition Lenders, any Lien, in each case, other than as set forth in the Financing Order and irrespective of whether such claims, Liens or interests may be "adequately protected."

SECTION 6.03. Fundamental Changes. Without limiting the restrictions on Business Acquisitions set forth in Section 6.04, the Borrower will not, and will not permit any Subsidiary Loan Party to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto (in the case of clause (iii) below) no Default shall have occurred and be continuing (i) any Person may merge or consolidate into the Borrower in a transaction in which the Borrower is the surviving corporation; provided, that if such other

Person is a Subsidiary Loan Party, it shall have no assets that constitute Collateral, (ii) any Person may merge into or consolidate with a Subsidiary Loan Party in a transaction in which such Subsidiary Loan Party is the surviving Person or the surviving Person is or concurrently with such merger or consolidation becomes a Subsidiary Loan Party, (iii) any Subsidiary Loan Party may liquidate or dissolve with the prior written consent of the Administrative Agent, (iv) any Asset Sale of the Equity Interests in any Subsidiary Loan Party that is permitted under Section 6.05 may be effected through a merger, consolidation, liquidation or dissolution of such Subsidiary Loan Party; provided that (A) any such merger involving a Person that is not a wholly-owned Subsidiary immediately prior to such merger shall not be permitted to engage in such merger unless also permitted by Section 6.04 and (B) the Borrower and the applicable Subsidiary Loan Party shall comply with the provisions of Section 5.11 with respect to any Subsidiary acquired pursuant to this Section 6.03, to the extent applicable.

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, and will not permit any of the Subsidiaries to, make any Investment except:

(a) solely to the extent held by EIC as of the Petition Date, Permitted Investments;

(b) Investments of the Borrower and the Subsidiary Loan Parties that are set forth on Schedule 6.04;

(c) Guarantees of Indebtedness and/or Guarantees consisting of Indebtedness permitted by Section 6.01;

(d) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(e) (i) Investments by the Borrower or any Subsidiary Loan Party in Subsidiary Loan Parties; provided that the Borrower and such Subsidiary Loan Party, as the case may be, shall comply with the applicable provisions of Section 5.11 with respect to any newly formed Subsidiary, (ii) Investments by the Subsidiaries in the Borrower; provided that the proceeds of such Investments are used for a purpose set forth in Section 5.10, and (iii) Investments by any Subsidiary that is not a Subsidiary Loan Party in any other Subsidiary that is not a Subsidiary Loan Party or in any Subsidiary Loan Party;

(f) [reserved];

(g) [reserved];

(h) any Investment consisting of a Hedging Agreement permitted by Section 6.07;

(i) Investments held by any Person that becomes a Subsidiary at the time such Person becomes a Subsidiary; provided that no such Investment was made in contemplation of such Person becoming a Subsidiary; and

(j) Investments consisting of Guarantees by the Borrower or any of its Subsidiaries of obligations of the Borrower or any of its Subsidiaries to the extent not constituting Indebtedness and incurred in the ordinary course of business.

Notwithstanding anything to the contrary set forth in this Agreement or in any other Loan Document, (i) no Investment shall be made by any Loan Party to any other Loan Party or third party in the form of Real Estate, and (ii) no Investment shall include the Investment of Intellectual Property in any Person that is not a Loan Party.

SECTION 6.05. Asset Sales. The Borrower will not, and will not permit any of the Subsidiaries to, conduct any Asset Sale, including any sale of any Equity Interest owned by it, nor will the Borrower permit any of the Subsidiaries to issue any additional Equity Interest in such Subsidiary, except:

(a) any disposition of (i) Inventory at retail, (ii) cash, cash equivalents and other cash management investments, and (iii) obsolete, unused, uneconomic or unnecessary equipment, in each case of clause (i) through (iii) above, in the ordinary course of business;

(b) any disposition to a Subsidiary Loan Party; provided that if the property subject to such disposition constitutes Collateral immediately before giving effect to such disposition, such property continues to constitute Collateral subject to the Liens of the Collateral Agent;

(c) any sale or discount, in each case without recourse and in the ordinary course of business, of overdue Accounts arising in the ordinary course of business, but only to the extent such sale or discount is in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale);

(d) non-exclusive licenses of Intellectual Property of the Loan Parties or any Subsidiary in the ordinary course of business, which do not interfere, individually or in the aggregate in any material respect with the conduct of the business of the Loan Parties and their Subsidiaries, taken as a whole, and leases, assignments or subleases in the ordinary course of business;

(e) any issuance of Equity Interests of any Subsidiary by such Subsidiary to the Borrower or any other Subsidiary Loan Party;

(f) any Asset Sale permitted to be made in accordance with the De Minimis Asset Sale Order, so long as any such Asset Sale is consented to by the Administrative Agent and the Co-Collateral Agents;

(g) any Specified Sale Transaction;

(h) the Specified Store Closing Sales; and

(i) (i) any Permitted Real Estate Disposition and (ii) any termination or expiration of any (or any portion of any) Real Estate Lease, sublease or other occupancy agreement (A) in accordance with its terms or (B) in connection with the discontinuance of the operations of any Real Estate with the consent of the Administrative Agent and the Co-Collateral Agents; provided that the applicable the Real Estate is no longer deemed by Borrower to be useful in the conduct of the Loan Parties' and Subsidiaries' business;

provided that, (i) with respect to sales, transfers or dispositions under Sections 6.05(f), (g), (h) and (i) above, 100.0% of the consideration therefor shall consist of cash, (ii) unless otherwise agreed by the Administrative Agent in writing, all sales of Inventory in connection with Store closings otherwise permitted pursuant to this Section 6.05 shall be conducted in accordance with liquidation agreements and with professional liquidators acceptable to the Administrative Agent in its commercially reasonable judgment (it being confirmed that the Store Closing Consulting Agreement and the Store Closing Consultants are acceptable to the Administrative Agent) and (iii) in no event shall any Asset Sale include the disposition or other transfer of Intellectual Property, except as set forth in Section 6.05(a)(ii), (b), or (d) above.

SECTION 6.06. Sale and Leaseback Transactions. The Borrower will not, and will not permit any of the Subsidiaries to, enter into any Sale and Leaseback Transaction.

SECTION 6.07. Hedging Agreements. The Borrower will not, and will not permit any of the Subsidiaries to, incur or at any time be liable with respect to any monetary liability under any Hedging Agreements, unless such Hedging Agreements (a) are entered into for bona fide hedging purposes of the Borrower, any Subsidiary Loan Party (as determined in good faith by a member of the senior management of the Borrower at the time such Hedging Agreement is entered into), (b) correspond in terms of notional amount, duration, currencies and interest rates, as applicable, to Indebtedness of the Borrower or any Subsidiary Loan Party permitted to be incurred under Section 6.01(a) or to business transactions of the Borrower and the Subsidiary Loan Parties on customary terms entered into in the ordinary course of business and (c) do not exceed an amount equal to the aggregate principal amount of the Obligations.

SECTION 6.08. Restricted Payments; Payments of Indebtedness.

(a) *Restricted Payments.* The Borrower will not, nor will it permit any Subsidiary to, declare or make, directly or indirectly, any Restricted Payment, except:

(i) the Borrower may declare and pay dividends with respect to its common Equity Interests or Qualified Preferred Equity Interests payable solely in additional shares of its common Equity Interests or Qualified Preferred Equity Interests;

(ii) Subsidiaries (other than those directly owned, in whole or part, by the Borrower) may declare and pay dividends ratably with respect to their common Equity Interests;

(iii) solely to the extent the payment of applicable taxes are expressly and specifically set forth in the Approved Budget, Restricted Payments to Parent Company to permit Parent Company to pay with respect to any taxable period for which the Borrower and/or any of its Subsidiaries are members of a consolidated, combined, affiliated, unitary or similar tax group for U.S. federal and/or applicable state or local tax purposes of which Parent Company is the common parent, any U.S. federal, state or local income taxes that the Borrower and/or its Subsidiaries, as applicable, would have paid for such taxable period had the Borrower and/or its Subsidiaries, as applicable, been a stand-alone corporate taxpayer or a stand-alone corporate group for all applicable taxable periods (without duplication, for the avoidance of doubt, of the amount of such taxes actually directly paid by the Borrower and/or any of its Subsidiaries to the relevant taxing authority, if any).

(b) *Payments of Indebtedness*. The Borrower will not, nor will it permit any Subsidiary to, pay or make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Indebtedness (other than, to the extent constituting Indebtedness, any McKesson Obligations), or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Indebtedness (which, for purposes of this Section 6.08(b), shall include any Indebtedness incurred pursuant to Section 6.01(a), but shall exclude, to the extent constituting Indebtedness, any McKesson Obligations), except:

(i) payments or prepayments or exchanges of Indebtedness created under the Loan Documents;

(ii) to the extent contemplated by the Approved Budget and permitted by the Financing Order, payments of regularly scheduled payments as and when due in respect of any Indebtedness permitted pursuant to clause (x) of Section 6.01(a);

(iii) payments, exchanges and refinancings of the Pre-Petition Obligations in accordance with Sections 2.01(f) and (g) and Section 7.02 of this Agreement and the Financing Order; and

(iv) repurchases, exchanges, redemptions or prepayments of Indebtedness for consideration consisting solely of common Equity Interests of the Borrower or Qualified Preferred Equity Interests or with Net Cash Proceeds from the substantially contemporaneous issuance of common Equity Interests or Qualified Preferred Equity Interests of the Borrower or cash payments in lieu of fractional shares.

(c) *McKesson Obligations*. The Borrower will not, nor will it permit any Subsidiary to, pay or make or agree to pay or make, directly or indirectly, any payment of the McKesson Obligations, except:

(i) to the extent contemplated by the Approved Budget and permitted by the Financing Order, payments of the McKesson Trade Obligations; and

(ii) to the extent contemplated by the Approved Budget and permitted by the Financing Order, payments of the McKesson Contingent Deferred Cash Obligations and the McKesson Guaranteed Cash Obligations required by and made in accordance with the McKesson Pharmacy Inventory Supply Agreement (as in effect on the Closing Date or as may hereafter be modified with the prior written consent of the Administrative Agent) as and when the same become due and payable under the McKesson Pharmacy Inventory Supply Agreement (as in effect on the Closing Date or as may hereafter be modified with the prior written consent of the Administrative Agent).

SECTION 6.09. Transactions with Affiliates. The Borrower will not, and will not permit any Subsidiary to, directly or indirectly, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except:

(a) payment of compensation to directors, officers, and employees of the Borrower or any of the Subsidiaries in the ordinary course of business;

(b) except pursuant to the Approved Budget, without the express prior written consent of the Administrative Agent and an order of the Bankruptcy Court (including the Financing Order) after notice and hearing, payments in respect of transactions required to be made pursuant to agreements or arrangements in effect on the Closing Date and set forth on Schedule 6.09;

(c) transactions involving the acquisition of Inventory in the ordinary course of business; provided that (i) the terms of such transaction are (A) set forth in writing, (B) in the best interests of the Borrower or such Subsidiary, as the case may be, and (C) no less favorable to the Borrower or such Subsidiary, as the case may be, than those that could be obtained in a comparable arm's length transaction with a Person that is not an Affiliate of the Borrower or a Subsidiary and (ii) if such transaction involves aggregate payments or value in excess of $2,500,000, the Board of Directors of the Borrower (including a majority of the disinterested members of the Board of Directors) approves such transaction and, in its good faith judgment, believes that such transaction complies with clauses (i)(B) and (C) of this Section 6.09(c);

(d) transactions between or among the Borrower and/or one or more Subsidiary Loan Parties;

(e) the payment of any Transaction Expenses; and

(f) any other Affiliate transaction not otherwise permitted pursuant to this Section 6.09; provided that (i) the terms of such transaction are (A) set forth in writing, (B) in the best interests of the Borrower or such Subsidiary, as the case may be, and (C) no less favorable to the Borrower or such Subsidiary, as the case may be, than those that could be obtained in a comparable arm's length transaction with a Person that is not an Affiliate of the Borrower or a Subsidiary, (ii) if such transaction involves aggregate payments or value in excess of $5,000,000 in any consecutive twelve (12) month period, the Board of Directors of the Borrower (including a majority of the disinterested members of the Board of Directors) approves such transaction and, in its good faith judgment, believes that such transaction complies with clauses (i)(B) and (C) of this Section 6.09(f) and (iii) if such transaction involves aggregate payments or value in excess of $2,500,000 in any consecutive twelve (12) month period, the Borrower obtains a written opinion from an independent investment banking firm or appraiser of national prominence, as appropriate, to the effect that such transaction is fair to the Borrower or such Subsidiary, as the case may be, from a financial point of view.

SECTION 6.10. Restrictive Agreements.

(a) The Borrower will not, and will not permit any Subsidiary to, enter into any agreement which imposes a limitation on the incurrence by the Borrower and the Subsidiaries of Liens that (i) would restrict any Subsidiary from granting Liens on any of its assets (including assets in addition to the then-existing Collateral, to secure the Obligations) or (ii) is more restrictive, taken as a whole, than the limitation on Liens set forth in this Agreement, except, in each case, (A)(x) the Loan Documents and Pre-Petition Loan Documents, (y) agreements with respect to Indebtedness secured by Liens permitted by Section 6.02(c), (d), (f) and (h) restricting the ability to transfer (or grant Liens on) the assets securing such Indebtedness (subject to the terms of the applicable Acceptable Intercreditor Agreements with respect to such Indebtedness), and (z) agreements with respect to unsecured Indebtedness governed by indentures or by credit agreements or note purchase agreements permitted by this Agreement containing terms that are not materially more restrictive, taken as a whole, than those of this Agreement, (B) customary restrictions contained in purchase and sale agreements limiting the transfer of or granting of Liens on the subject assets pending closing, (C) customary non-assignment provisions in leases and other contracts entered into in the ordinary course of business, (D) pursuant to applicable law, (E) agreements in effect as of the Closing Date and not entered into in contemplation of the Transactions effected on the Closing Date, and (F) any restriction existing under agreements relating to assets acquired by the Borrower or a Subsidiary in a transaction permitted hereby; provided that such agreements existed at the time of such acquisition, were not put into place in anticipation of such acquisition and are not applicable to any assets other than assets so acquired.

(b) The Borrower will not, and will not permit any Subsidiary to, enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary to (i) make Restricted Payments in respect of any Equity Interests of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary, (ii) make any Investment in the Borrower or any other Subsidiary, or (iii) transfer any of its assets to the Borrower or any other Subsidiary, except for (A) any restriction existing under (1) the Loan Documents or the Pre-Petition Loan Documents or (2) agreements with respect to Indebtedness permitted by this Agreement containing provisions described in clauses (i), (ii) and (iii) above that are not materially more restrictive, taken as a whole, than those of this Agreement, (B) customary non-assignment provisions in leases and other contracts entered into in the ordinary course of business, (C) as required by applicable law, (D) customary restrictions contained in purchase and sale agreements limiting the transfer of the subject assets pending closing, (E) any restriction existing under agreements relating to assets acquired by the Borrower or a Subsidiary in a transaction permitted hereby; provided that such agreements existed at the time of such acquisition, were not put into place in anticipation of such acquisition and are not applicable to any assets other than assets so acquired, and (F) agreements with respect to Indebtedness secured by Liens permitted by Section 6.02(c), (d), (f) and (h) that restrict the ability to transfer the assets securing such Indebtedness (subject to the terms of the applicable Acceptable Intercreditor Agreements with respect to such Indebtedness).

SECTION 6.11. Amendment of Material Documents.

(a) The Borrower will not, nor will it permit any Subsidiary to, amend or modify (or waive any of its rights under) (i) any Takeback Notes Document, (ii) any Rollover

Notes Document, (iii) the 1970 Group Substitute LC Facility Agreement, (iv) any McKesson Document or (v) any other agreement or document evidencing Material Indebtedness, without the prior written approval of the Administrative Agent, other than amendments, modifications and waivers to the Takeback Notes Documents, Rollover Notes Documents, the 1970 Group Substitute LC Facility Agreement or such other agreements or documents evidencing Material Indebtedness that are not adverse in any material respect to the Agents or the Lenders or their interests under the Loan Documents (or prohibited by any applicable Acceptable Intercreditor Agreement or Subordination Provisions).

(b) The Borrower will not, and will not permit any Subsidiary party to the Intercompany Inventory Purchase Agreement to, amend, terminate, or otherwise modify the Intercompany Inventory Purchase Agreement in any manner materially adverse to the Agents or the Lenders or their interests under the Loan Documents, without the prior written approval of the Administrative Agent; provided, however, that the foregoing shall not limit the Borrower's responsibilities pursuant to Section 3.2 of the Intercompany Inventory Purchase Agreement.

(c) Without the prior written consent of the Administrative Agent, the Borrower will not, nor will it permit any Subsidiary to, amend or modify (or waive any of its rights under) the Pharmacy Inventory Supply Agreement or any McKesson Document, in any manner that:

(i) (A) increases the amount of the McKesson Guaranteed Cash Obligations or the McKesson Contingent Deferred Cash Obligations, (B) accelerates the timing, or increases the frequency, of any payment of the McKesson Guaranteed Cash Obligations or the McKesson Contingent Deferred Cash Obligations, or (C) otherwise changes any provision of the Pharmacy Inventory Supply Agreement or any McKesson Document applicable to the McKesson Guaranteed Cash Obligations or the McKesson Contingent Deferred Cash Obligations in any manner that is less favorable to the Borrower;

(ii) reduces the amount or duration of trade credit provided to the Borrower or any Subsidiary under the Pharmacy Inventory Supply Agreement or any McKesson Document;

(iii) alters the circumstances under which the Pharmacy Inventory Supplier is entitled to request provision of "Supplier Adequate Assurance Collateral" (as defined in the ABL / McKesson Intercreditor Agreement);

(iv) adds termination events or modifies any existing termination events in any manner that is less favorable to the Borrower;

(v) restricts any Loan Party or any Subsidiary from (A) incurring Liens on any property of any Loan Party or any Subsidiary, (B) incurring Indebtedness, (C) making Restricted Payments in respect of any Equity Interests of any Loan Party or any Subsidiary held by, or to pay any Indebtedness owed to, any Loan Party or any other Subsidiary, (D) making any Investment in any Loan Party, any Subsidiary or any other Person, (E) disposing of, or otherwise transferring, any property of any Loan Party or any Subsidiary, or (F) engaging in any transaction or activity otherwise permitted by Article VI of this Agreement; or

(vi) is otherwise adverse in any material respect to the interests of the Agents or the Lenders or their interests under the Loan Documents (provided that this clause (vi) shall not be applicable to ordinary course amendments or modifications to the trade terms under the Pharmacy Inventory Supply Agreement relating to pricing of goods, delivery procedures for goods, rebates and credits, invoicing procedures, product returns, record keeping requirements and audit procedures and similar commercial terms).

(d) The Parent Company and the Borrower will not, nor will they permit any Subsidiary to, amend, modify, supplement or terminate the Store Closing Consulting Agreement or the Consignment Agreement, in each case, without the prior written consent of the Administrative Agent.

(e) The Parent Company and the Borrower will not, nor will they permit any Subsidiary to, amend, modify, supplement or terminate the terms and conditions of any engagement of any Company Advisor, in each case, without the prior written consent of the Administrative Agent.

SECTION 6.12. Activities and Holdings of the Parent Company. The Parent Company will not at any time (x) conduct, transact (including incur any Indebtedness or Liens or make Investments, Asset Sales or other dispositions) or otherwise engage in any business or operations or transactions or (y) acquire or hold any assets, except:

(a) the ownership of all of the outstanding Equity Interests of the Borrower;

(b) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance;

(c) to the extent applicable, participating in tax, accounting and other administrative matters as a member of the consolidated group of companies including the Parent Company, the Borrower and the Subsidiary Loan Parties;

(d) (i) the execution and delivery of the Loan Documents to which it is a party and the performance of its obligations hereunder and thereunder, (ii) the execution and delivery of the Consignment Agreement and the performance of its obligations thereunder and (iii) the execution and delivery of the Store Closing Consulting Agreement and the performance of its obligations thereunder;

(e) incurring fees, costs and expenses relating to overhead and administrative matters, including professional fees for legal, tax and accounting issues and paying Taxes; and

(f) holding director and shareholder meetings, preparing organizational records and other organizational activities required to maintain its organizational structure or to comply with any applicable law.

SECTION 6.13. Activities and Holdings of the Borrower. The Borrower will not at any time (x) conduct, transact (including incur any Indebtedness or Liens) or otherwise engage in any business or operations or (y) acquire or hold any assets, except:

(a) the ownership and/or acquisition of (i) the Equity Interests of any Subsidiary, (ii) any Real Estate which the Borrower holds only as lessor and which is leased and operated by another Person, (iii) cash, cash equivalents or balances in bank accounts, other than such amounts as are reasonably anticipated (at the time so acquired or held) to be utilized within three (3) Business Days for any purpose not prohibited under this Agreement, or (iv) de minimis business assets maintained in the ordinary course of business;

(b) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance;

(c) to the extent applicable, participating in tax, accounting and other administrative matters as a member of the consolidated group of companies including the Borrower and the Subsidiary Loan Parties;

(d) (i) the execution and delivery of the Loan Documents, the Takeback Notes Documents, the Rollover Notes Documents and any documents relating to other Indebtedness permitted under Section 6.01 to which it is a party and the performance of its obligations hereunder and thereunder and (ii) the execution and delivery of the Pharmacy Inventory Supply Agreement and any McKesson Document to which it is a party and the performance of its obligations thereunder (including, without limitation, acting as the purchasing entity for Inventory acquired from the Pharmacy Inventory Supplier);

(e) (i) making any Restricted Payment permitted by Section 6.08(a) or holding any cash received in connection with Restricted Payments made by its Subsidiaries in accordance with Section 6.08(a) pending application thereof by the Borrower, (ii) making any Investment permitted by Section 6.04, and (iii) the (A) incurrence of Guarantees in the ordinary course of business in respect of obligations of the Subsidiary Loan Parties or any of their Subsidiaries to suppliers, customers, franchisees, lessors, licensees, sublicensees or distribution partners; provided that, for the avoidance of doubt, such Guarantees shall not be in respect of Indebtedness for borrowed money, (B) incurrence of Guarantees in respect of Indebtedness permitted to be incurred by the Subsidiary Loan Parties or any of their Subsidiaries hereunder, and (C) granting of Liens to the extent the Guarantees in respect of Indebtedness contemplated by subclause (B) is permitted to be secured under Section 6.01;

(f) incurring fees, costs and expenses relating to overhead and general operating, including professional fees for legal, tax and accounting issues and paying Taxes;

(g) activities incidental to the consummation of the Transactions;

(h) organizational activities incidental to acquisitions or similar Investments consummated by the Borrowers or any of their Subsidiaries, including the formation of acquisition vehicle entities and intercompany loans and/or investments incidental to such acquisitions or similar Investments in each case consummated substantially contemporaneously with the consummation of the applicable acquisitions or similar Investments; provided that in no event shall any such activities include the incurrence of a Lien on any of the assets of the Borrower;

(i) [reserved];

(j) maintenance and administration of stock option and stock ownership plans and activities incidental thereto;

(k) the sale and issuance of Equity Interests and Indebtedness, to the extent otherwise permitted by this Agreement; and

(l) activities incidental to the activities described in clauses (a) through (k) above.

SECTION 6.14. Changes to Fiscal Calendar. Without the prior written consent of the Administrative Agent, the Borrower will not, and will not permit any Subsidiary to, change its fiscal year or method for determining its fiscal quarters or fiscal months.

SECTION 6.15. Cash Management. At any time any Revolving Loans or Pre-Petition Revolving Loans are outstanding, the Borrower shall not, and shall not permit any Subsidiary to, permit cash on hand (including the proceeds of any Loans) in an aggregate amount in excess of $5,000,000 to accumulate and be maintained in the Deposit Accounts of the Borrower and its Subsidiaries, provided that, for purposes hereof, "cash on hand" shall exclude the following: (i) "store" cash, cash in transit between stores and local Deposit Accounts and cash receipts from sales in the process of inter-account transfers, in each case as a result of the ordinary course operations of the Loan Parties, (ii) cash necessary for the Loan Parties and their Subsidiaries to satisfy the current liabilities incurred by such Loan Parties and their Subsidiaries in the ordinary course of their businesses and without acceleration of the satisfaction of such current liabilities within the next three (3) Business Days, (iii) cash collateral required to be deposited pursuant to Section 2.05(n) or otherwise to cash collateralize letters of credit in accordance with the applicable loan or letter of credit documents and (iv) cash held in any Deposit Account of the Loan Parties which is under the sole dominion and control of the Collateral Agent if the Collateral Agent has exclusive rights of withdrawal with respect to such Deposit Accounts.

SECTION 6.16. Use of Proceeds. The Borrower shall not, and shall not permit any Subsidiary to, (x) use the proceeds of any Loan or Letter of Credit, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, to fund any activities of or business with any Sanctioned Person or Sanctioned Entity that, at the time of such funding, is the target of Sanctions, or in any other manner that will result in a violation by any party hereto (including any Person participating in the transaction, whether as Lender, an Arranger, Administrative Agent, Issuing Bank, Swingline Lender, or otherwise) of Sanctions or (y) use the proceeds of any Loan or Letter of Credit 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 or Anti-Corruption Laws or an any other manner that would violate any Anti-Corruption Laws.

ARTICLE VII

Events of Default

SECTION 7.01. Events of Default.

If any of the following events (each, an "Event of Default") shall occur:

(a) *Non-Payment of Principal*. The Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at the date fixed for prepayment thereof;

(b) *Non-Payment of Interest, Fees, Etc*. the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 7.01(a)) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of two (2) Business Days;

(c) *Breach of Representations and Warranties*. Any representation or warranty made or deemed made by or on behalf of the Borrower or any other Loan Party in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) *Specific Covenants*. The Borrower or any other Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any of (i) clauses (d)(iii), (e), (h), or (m) of Section 5.01 (Financial Statements and Other Information), clauses (a), (f), (g), (h) or (i) of Section 5.02 (Notices of Material Events), Sections 5.10 (Use of Proceeds and Letters of Credit), 5.11 (Additional Subsidiaries), 5.13 (Company Advisors and Lender Group Consultant), 5.15 (Inventory Purchasing), 5.16 (Cash Management System), 5.17 (Real Estate Leases), 5.18 (Approved Budget), 5.19 (Chapter 11 Case Milestones), 5.20 (Compliance with Bankruptcy Court Orders, Bankruptcy Code, Etc.), 5.21 (Assumption and Rejection of Contracts and Real Estate Leases), or 5.23 (Post-Closing Obligations), or in Article VI, or (ii) clauses (b), (d)(i), (d)(ii), (k) or (l) of Section 5.01 (Financial Statements and Other Information), clauses (b), (c), (d) or (e) of Section 5.02 (Notices of Material Events) or Section 5.08 (Books and Records; Inspection and Audit Rights; Collateral Reviews), and any such failure under this sub-clause (ii) shall continue unremedied for a period of five (5) days;

(e) *Limited Grace*. Any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in Sections 7.01(a), (b) or (d)), and such failure shall continue unremedied for a period of twenty (20) days after the earlier of (x) notice thereof has been delivered by the Administrative Agent to the Borrower (which notice shall be given promptly at the request of the Required Lenders) and (y) any Financial Officer or senior executive Responsible Officer of any Loan Party obtaining actual knowledge of such failure;

(f) *Payment Cross-Defaults*. The Parent Company, the Borrower or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness (other than any Material Indebtedness the payment or enforcement of which is subject to the Automatic Stay or Section 365(e) of the Bankruptcy Code), including any obligation to reimburse letter of credit obligations or to post cash collateral with respect thereto, when and as the same shall become due and payable or within any applicable grace period;

(g) *Other Cross-Defaults*. Except for the filing of the Chapter 11 Case, any event or condition occurs that results in any Material Indebtedness (other than any Material Indebtedness the payment or enforcement of which is subject to the Automatic Stay or Section 365(e) of the Bankruptcy Code) becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf to cause any such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this Section 7.01(g) shall not apply to any such Material Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Material Indebtedness; provided, further that this Section 7.01(g) shall not apply to any mandatory repurchase offer or other mandatory repurchase, redemption or prepayment obligation of the Borrower that may arise under Convertible Debt to the extent that the making of such mandatory repurchase by the Borrower is otherwise permitted under this Agreement;

(h) *Specified Sale Transaction*. The Parent Company, the Borrower or any Subsidiary shall, except as contemplated by the applicable bid procedures, (i) fail to comply, in any material respect, with the terms of any binding agreement for a Specified Sale Transaction or any of the documents or agreements executed in connection therewith, (ii) fail to consummate a Specified Sale Transaction in accordance with the terms of the definitive documents or agreements executed in connection therewith and the related Bankruptcy Court orders authorizing such Specified Sale Transaction (in each case of clauses (i) and (ii), (x) without any waiver or amendment to such documents, agreements or Bankruptcy Court orders, unless consented to in writing by the Administrative Agent and (y) other than as a result of a consummation of a higher or better transaction as contemplated by the applicable bid procedures), or (iii) take any action which would reasonably be expected to result in a decrease in proceeds from a Specified Sale Transaction of more than $5,000,000 or to adversely affect the Parent Company's, the Borrower's or any Subsidiary's ability to comply with the terms of any definitive documents or agreements executed in connection with such Specified Sale Transaction;

(i) *Monetary Judgments*. One or more judgments for the payment of money in an aggregate amount in excess of $5,000,000 (other than any such judgment or judgments the payment or enforcement of which is subject to the Automatic Stay) shall be rendered against the Parent Company, the Borrower, any Subsidiary or any combination thereof (to the extent not covered by insurance as to which the insurer has been notified of such judgment or order and has not denied coverage) and the same shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of thirty (30) consecutive days, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Parent Company, the Borrower or any Subsidiary to enforce any such judgment;

(j) *ERISA Events*. Any ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect;

(k) *Collateral; Invalidity of Loan Documents*. (i) Any Lien purported to be created under any Collateral Document shall cease to be a valid and perfected Lien on any material portion of the Collateral, with the priority required by the Loan Documents or the Parent Company, the Borrower or any Subsidiary shall so assert in writing, except as a result of the sale or other disposition of the applicable Collateral in a transaction permitted under the Loan Documents, or (ii) any Loan Document or Pre-Petition Loan Document shall become invalid, or the Parent Company, the Borrower or any Subsidiary shall so assert in writing; provided, however, that any assertion in writing by any Statutory Committee, on behalf of the Parent Company, the Borrower or any Subsidiary or otherwise, in connection with a Challenge (as defined in the Financing Order) concerning the Pre-Petition Loan Documents (or any collateral securing the Pre-Petition Obligations) that would give rise to an Event of Default if such assertion were made by the Parent Company, the Borrower or any Subsidiary, shall not constitute an Event of Default under this Section 7.01(m);

(l) *Intercreditor and Subordination Provisions*. The subordination provisions of the documents evidencing or governing any Subordinated Indebtedness (such provisions, "Subordination Provisions") or the provisions of any Acceptable Intercreditor Agreement shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness or other Indebtedness, as applicable, except in each case, to the extent permitted by the terms of the applicable Subordination Provisions or Acceptable Intercreditor Agreement, or any Loan Party or Subsidiary or any holder of the applicable Subordinated Indebtedness or other Indebtedness (or applicable agent or debt representative for such holders) shall disavow or contest in writing the effectiveness, validity or enforceability of any of such Subordination Provisions or any such Acceptable Intercreditor Agreement with respect to any applicable Subordinated Indebtedness or other Indebtedness;

(m) *Change in Control*. A Change in Control shall occur;

(n) *Government Lockboxes*. Any Subsidiary Loan Party shall amend or revoke any instruction in the Government Lockbox Account Agreement to any Government Lockbox Account Bank in respect of a Government Lockbox Account unless (i) the Administrative Agent shall have given its prior written consent or (ii) the Government Lockbox Account is then under the control of any other Person pursuant to Section 5.16;

(o) *Pharmacy Inventory Supply Agreement*. The Pharmacy Inventory Supplier (i) terminates the Pharmacy Inventory Supply Agreement or (ii) ceases to continue providing Pharmaceutical Inventory to the Loan Parties, and, in each case, such condition continues for more than two (2) Business Days; or

(p) *Chapter 11 Case*. The occurrence of any of the following in the Chapter 11 Case:

(i) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto (x) by any of the Parent Company, the Borrower or any Subsidiary or (y) by any Person claiming by or through the Parent Company, the Borrower or any Subsidiary (other than, in the case of clause (E) below only, any Statutory Committee), in each case, in the Chapter 11 Case: (A) to obtain additional financing under Section 364(c) or Section 364(d) of the Bankruptcy Code not otherwise permitted pursuant to the Loan Documents, (B) to grant any Lien (other than Liens expressly permitted by Section 6.02) upon or affecting any Collateral, (C) except as provided in the Financing Order, to use "cash collateral" (as defined in Section 363(a) of the Bankruptcy Code) under Section 363(c) of the Bankruptcy Code without the prior written consent of the Administrative Agent, (D) except as expressly permitted in the Financing Order, that seeks to prohibit the Collateral Agent from credit bidding on any or all of the Loan Parties' assets during the pendency of the Chapter 11 Case, or (E) to the extent not stayed within five (5) days of the taking of such action, that is materially adverse to (x) any Agent's or any Lender's rights and remedies under the Loan Documents or their interest in the Collateral, or (y) the Pre-Petition Agent's or any Pre-Petition Lender's rights under the Pre-Petition Loan Documents or their interest in the Collateral (as defined in the Pre-Petition Credit Agreement), other than, in the case of clauses (A) through (D) above, in connection with the indefeasible payment in full in cash (including pursuant to a refinancing) of the Obligations and the Pre-Petition Obligations;

(ii) (A) the filing of any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, by any Loan Party that does not propose to indefeasibly repay in full in cash the Obligations and the Pre-Petition Obligations on the effective date of such plan, or by any other Person, in each case, without the prior written consent of the Administrative Agent, or the Parent Company, the Borrower or any Subsidiary shall seek, support or fail to contest in good faith the filing or confirmation of any such plan of reorganization or entry of any such order, (B) the entry of any order terminating any Loan Party's exclusive right to file a plan of reorganization, or (C) the expiration of any Loan Party's exclusive right to file a plan of reorganization;

(iii) the entry of an order in the Chapter 11 Case confirming a plan of reorganization that (A) is not acceptable to the Administrative Agent in its discretion (it being understood that a plan of reorganization that provides for the indefeasible repayment in full in cash of the Obligations and the Pre-Petition Obligations on the effective date thereto shall be deemed to be acceptable to the Administrative Agent) or (B) does not contain a provision for termination of the Commitments and the indefeasible repayment in full in cash of all of the Obligations and the Pre-Petition Obligations on or before the effective date of such plan or plans or reorganization;

(iv) (A) the entry of an order amending, supplementing, staying, vacating or otherwise modifying the Financing Order, without the prior written consent of the Administrative Agent (or, to the extent an amendment or supplement has the effect of amending or modifying (or waiving) the rights or duties of any Co-Collateral Agent, the prior written consent of such Co-Collateral Agent), (B) the entry of an order amending, supplementing, or otherwise modifying the Cash Management Order in a manner adverse to any Agent, without the prior written consent of the Administrative Agent, (C) the entry of an order staying or vacating the Cash Management Order, without the prior written consent of the Administrative Agent, (D) the filing of a motion by the Parent Company, the Borrower or any Subsidiary for reconsideration with respect to the Financing Order or the Cash Management Order, or (E) the Financing Order or the Cash Management Order shall otherwise not be in full force and effect;

(v) except as set forth in any motions which have been delivered to and are acceptable to the Administrative Agent or as set forth in the Financing Order, the payment of, or application for authority to pay, any Pre-Petition claim, without the prior written consent of the Administrative Agent;

(vi) the allowance of any claim or claims under Section 506(c) of the Bankruptcy Code or otherwise against the Administrative Agent, the Collateral Agent, any Co-Collateral Agent, any Lender or any of the Collateral or against the Pre-Petition Agent, any Pre-Petition Lender or any Collateral (as defined in the Pre-Petition Credit Agreement);

(vii) the filing of a motion by the Borrower or any of its Affiliates for, or the entry or any order directing, the appointment of an interim or permanent trustee in the Chapter 11 Case or the appointment of a trustee, receiver, or an examiner in the Chapter 11 Case with expanded powers to operate or manage the financial affairs, the business, or reorganization of the Loan Parties;

(viii) other than pursuant to any Specified Sale Transaction or with the prior written consent of the Administrative Agent and the Co-Collateral Agents, the sale of all or substantially all of the Loan Parties' assets either through a sale under Section 363 of the Bankruptcy Code, through a confirmed plan of reorganization in the Chapter 11 Case or otherwise that does not result in the indefeasible repayment in full in cash of the Obligations and the Pre-Petition Obligations upon the closing of such sale or initial payment of the purchase price or effectiveness of such plan of reorganization;

(ix) the dismissal of the Chapter 11 Case, or the conversion of the Chapter 11 Case from one under Chapter 11 of the Bankruptcy Code to one under Chapter 7 of the Bankruptcy Code or the Parent Company, the Borrower or any Subsidiary shall file a motion or other pleading seeking the dismissal of the Chapter 11 Case under Section 1112 of the Bankruptcy Code or otherwise or the conversion of the Chapter 11 Case from one under Chapter 11 of the Bankruptcy Code to one under Chapter 7 of the Bankruptcy Code;

(x) the filing of a motion by the Parent Company, the Borrower or any Subsidiary or any of their respective Affiliates seeking, or the Bankruptcy Court shall enter an order granting, relief from or modifying the Automatic Stay (A) to allow any creditor (other than the Administrative Agent, the Collateral Agent or the Pre-Petition Agent) to execute upon or enforce a Lien on any Collateral having a value in excess of $5,000,000, (B) approving any settlement or other stipulation not approved by the Administrative Agent with any secured creditor of any Loan Party providing for payments as adequate protection or otherwise to such secured creditor, or (C) with respect to any Lien of or the granting of any Lien on any Collateral to any federal, state or local environmental or regulatory agency or authority, which in either case involves a claim of $5,000,000;

(xi) the commencement of a suit or an action (but not including a motion for standing to commence a suit or an action) against any Agent or any Lender or the Pre-Petition Agent or any Pre-Petition Lender (in each case, in their capacities as such) by or on behalf of the Parent Company, the Borrower or any Subsidiary (or their estates) or by their Affiliates, and, as to any suit or action brought by any Person or party in interest other than a Loan Party or a Subsidiary (or their Affiliates), the continuation thereof without dismissal for twenty (20) days after service thereof on any Agent or any Lender or the Pre-Petition Agent or any Pre-Petition Lender (as the case may be), that asserts or seeks by or on behalf of the Parent Company, the Borrower or any Subsidiary (or their estates), any state of federal environmental protection or health and safety agency, any Statutory Committee or any other party in interest in any of the Chapter 11 Cases, a claim or any legal or equitable remedy that would (x) have the effect of invalidating, subordinating or challenging any or all of the Obligations or Liens of the Collateral Agent or any Lender under the Loan Documents or the Pre-Petition Obligations or Liens of the Pre-Petition Agent or Pre-Petition Lenders under the Pre-Petition Loan Documents to any other claim, or (y) have a material adverse effect on the rights and remedies of any Agent or any Lender or the Pre-Petition Agent or any Pre-Petition Lender (as the case may be) under any Loan Document or the Pre-Petition Agent or Pre-Petition Lenders under the Pre-Petition Loan Documents or the collectability of all or any portion of the Obligations or the Pre-Petition Obligations;

(xii) the entry of an order in the Chapter 11 Case avoiding or permitting recovery of any portion of the payments made on account of the Obligations or the Pre-Petition Obligations;

(xiii) other than with the prior written consent of the Administrative Agent, the filing of a motion by any Loan Party or any of their respective Affiliates seeking, or the Bankruptcy Court shall enter an order granting, a change in venue with respect to the Chapter 11 Case;

(xiv) other than in respect of the Carve Out or the Obligations, or as otherwise permitted under the Loan Documents (including the Financing Order), the existence (or the entry of) any order of the Bankruptcy Court authorizing (x) any claims or charges, entitled to superpriority administrative expense claim status in the Chapter 11 Case having a priority that is *pari passu* with or senior to the claims of the Administrative Agent, the Collateral and the Lenders under the Loan

Documents or (y) any Lien on the Collateral having a priority that is *pari passu* with or senior to the Liens of the Collateral Agent securing the Obligations;

(xv) the filing of a motion by the Borrower, any Subsidiary or any of their respective Affiliates seeking to limit, or the Bankruptcy Court shall enter an order limiting, the extension under Section 552(b) of the Bankruptcy Code of the Liens of the Pre-Petition Agent on the Collateral (as defined in the Pre-Petition Credit Agreement) to any proceeds, products, offspring, or profits of the Collateral (as defined in the Pre-Petition Credit Agreement) acquired by any Loan Party after the Petition Date; or

(xvi) the Parent Company, the Borrower or any Subsidiary shall take any action in support of any matter prohibited by this Section 7.01(p), or any other Person shall do so and such application is not contested in good faith by the Borrower and the relief requested is granted in an order that is not stayed pending appeal;

then in the case of any such Event of Default, and at any time thereafter during the continuance of such Event of Default, subject to the Financing Order and the terms thereof, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take any of the following actions, at the same or different times:

(i) terminate the Commitments, and thereupon the Commitments shall terminate immediately;

(ii) declare the Obligations then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Obligations so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower;

(iii) terminate, reduce or restrict any right or ability of the Loan Parties to use any "cash collateral" (within the meaning of Section 363(c) of the Bankruptcy Code) of Secured Parties or the "Secured Parties" (as defined in the Pre-Petition Credit Agreement), other than to the extent expressly permitted in the Financing Order;

(iv) declare that the application of the Carve Out has occurred through the delivery of a Carve Out Trigger Notice in accordance with the Financing Order;

(v) subject to the Remedies Notice Period, (A) 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 Administrative Agent's designees in accordance with and subject to Section 365 of the Bankruptcy Code) and (B) if applicable, implement (or require implementation of) the actions specified in the Financing Order in connection with the occurrence of any Specified Sale Process Default; and/or

(vi) subject to the Remedies Notice Period, whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies of the Secured Parties under this Agreement or any of the other Loan Documents (including the Financing Order), under the Pre-Petition Credit Agreement or any of the other Pre-Petition Loan Documents, or under applicable law (including the Uniform Commercial Code).

SECTION 7.02. Application of Proceeds. Subject to the provisions of the Financing Order and the provisions of Section 2.11 directing the application of payments required thereby, after (i) the occurrence and during the continuance of any Cash Dominion Period, or (ii) the occurrence and during the continuance of any Event of Default and acceleration of the Obligations, all proceeds realized from any Loan Party or on account of any Collateral owned by a Loan Party or any payments in respect of any Obligations and all proceeds of the Collateral, shall be applied in the following order:

(a) FIRST, to permanently reduce the Pre-Petition Revolving Obligations consisting of Pre-Petition Revolving Loans and accrued and unpaid interest, commitment fees and Letter of Credit Fees in respect of the Pre-Petition Revolving Facility in accordance with clauses FIRST through SIXTH of Section 7.02 of the Pre-Petition Credit Agreement, until paid in full;

(b) SECOND, ratably, to pay the Obligations in respect of any fees, expenses, indemnities and other amounts (including (x) fees, expenses, indemnities and other amounts accrued after the commencement of any Bankruptcy Proceeding, whether or not allowed in such Bankruptcy Proceeding, (y) fees, charges and disbursements of counsel to the Administrative Agent and (z) Protective Advances and any interest in respect thereof) then due to the Administrative Agent or the Collateral Agent (in their capacities as such), until paid in full;

(c) THIRD, to pay all other Obligations in such manner as agreed to among the Administrative Agent and the Lenders;

(d) FOURTH, to pay any remaining Pre-Petition Obligations due to the Pre-Petition Secured Parties in accordance with Section 7.02 of the Pre-Petition Credit Agreement, until paid in full, and

(e) FIFTH, the balance, if any, after all of the Obligations and the Pre-Petition Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by applicable law;

provided that, notwithstanding the foregoing, (i) all adequate protection payments in respect of the Pre-Petition Obligations, if any, contemplated by the Financing Order shall be paid to the Pre-Petition Agent or the Pre-Petition Lenders entitled to such adequate protection payments, as applicable, all in the manner contemplated by the Financing Order and (ii) the "Prepetition ABL Indemnity Account", if applicable, and the "DIP Indemnity Account" (each as defined in the Financing Order), if applicable, shall be funded at the time and in the manner contemplated by the Financing Order.

Notwithstanding anything in the foregoing to the contrary, Excluded Swap Obligations with respect to any Loan Party shall not be paid with proceeds received from such Loan Party or its assets, but appropriate adjustments shall be made with respect to proceeds received from other Loan Parties to preserve the allocations to the Obligations otherwise set forth in this Section 7.02. Amounts used to provide Cash Collateral above shall be applied to satisfy amounts owing in respect of the obligations so Cash Collateralized and any amounts that remain on deposit as Cash Collateral after all such obligations have been satisfied shall be applied to the other Obligations, if any, in the order set forth above.

ARTICLE VIII

Rights of Agents

SECTION 8.01. Appointment and Authority of Agents.

(a) Each of the Lenders and the Issuing Banks hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article VIII are solely for the benefit of the Administrative Agent, the other Agents, the Lenders, the Swingline Lender and the Issuing Banks, and the Borrower shall not have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) Bank of America shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (including in its capacities as a potential counterparty to a Cash Management Agreement and/or provider of Bank Products) and the Issuing Banks hereby irrevocably appoints and authorizes Bank of America to act as the agent of such Lender and the Issuing Banks in such capacities for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, Bank of America in its capacity as Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to the terms hereof 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 Collateral Agent), shall be entitled to the benefits of all provisions of this Article VIII and Article IX (including Section 9.03(c), as though such co-agents, sub-agents and attorneys-in-fact were the "Collateral Agent" under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Without limiting the generality of the foregoing, each Secured Party hereby authorizes the Agents to consent, on behalf of each Secured Party, to the Financing Order, each to be negotiated between the Loan Parties, the Agents, and the Statutory Committee.

SECTION 8.02. Rights as a Lender. Each financial institution serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such financial institutions and their Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or any Affiliate of any of the foregoing as if they were not Agents hereunder and without any duty to account therefor to the Lenders.

SECTION 8.03. Exculpatory Provisions. No Agent shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) no Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) no Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that such Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02); provided that no Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the Automatic Stay or any similar automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law and (c) except as expressly set forth in the Loan Documents, no Agent shall have any duty to disclose, and no Agent shall be liable for the failure to disclose, any information relating to the Borrower or any of the Subsidiaries that is communicated to or obtained by the financial institution serving as such Agent or any of its Affiliates in any capacity. No Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct (as determined by a court of competent jurisdiction by final and non-appealable judgment). No Agent shall be deemed to have knowledge of any Default unless and until written notice thereof is given to such Agent by the Borrower, a Lender or an Issuing Bank, as applicable, and no Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to such Agent.

SECTION 8.04. Reliance by the Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Bank prior to the making of such Loan or the "issuance" (as such term is defined in Section 4.02) of such Letter of Credit. Any Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 8.05. Delegation of Duties. Each Agent may perform any and all of its duties and exercise any and all of its rights and powers by or through any one or more sub-agents appointed by such Agent. Any Agent and any such sub-agent may perform any and all of its duties and exercise any and all of its rights and powers through their Related Parties. The exculpatory provisions of this Article VIII shall apply to any such sub-agent and to the Related Parties of any Agent and any such sub-agent, and shall apply to their activities in connection with the syndication of the credit facilities provided for herein as well as activities as an Agent. No Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

SECTION 8.06. Resignation or Removal of an Agent.

(a) Subject to any limitations and requirements set forth in the Collateral Documents, any Agent may at any time give notice of its resignation to the Lenders, the Issuing Banks and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower and with the consent of the Required FILO Lenders (to the extent any FILO Loans shall be outstanding at such time), to appoint a successor acting in the same capacity as the resigning Agent, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders, and, if applicable the Required FILO Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to) on behalf of the Lenders and the Issuing Banks, appoint a successor Agent meeting the qualifications set forth above; provided that in no event shall any such successor Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective with such notice on the Resignation Effective Date.

(b) If the Person serving as an Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may (with the consent of the Required FILO Lenders (to the extent any FILO Loans shall be outstanding at such time)), to the extent permitted by applicable law, by notice in writing to the Borrower and such Person remove such Person as an Agent and, in consultation with the Borrower and with the consent of the FILO Lenders (to the extent any FILO Loans shall be outstanding at such time), appoint a successor. If no such successor shall have been so appointed and shall have accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by the Required Lenders, and, if applicable the Required FILO Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by any Agent on behalf of any of the Secured Parties under any of the Loan Documents, the retiring or removed Agent shall continue to hold such collateral security until such time as a successor Agent is appointed to act in such capacity) and (ii) except for any indemnity payments or other amounts then owed to the retiring or removed Agent, all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender and each Issuing Bank directly, until such time, if any, as the Required Lenders (and, if applicable the FILO Lenders) appoint a successor Agent as provided for above. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Agent (other than as provided in Section 2.17 and other than any rights to indemnity payments or other amounts owed to the retiring or removed Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 8.06). The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article VIII and Section 9.03 shall continue in effect for the benefit of such retiring or removed Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Agent was acting as Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including (a) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Lenders and (b) in respect of any actions taken in connection with transferring the agency to any successor Agent. Notwithstanding anything to the contrary contained herein, any resignation or removal of the Collateral Agent pursuant to the terms hereof shall be subject to the terms, conditions and limitations set forth in the Collateral Documents and no such resignation or removal shall be effective except to the extent made in compliance with the terms of such Collateral Documents.

(d) Any resignation or removal by Bank of America as Administrative Agent pursuant to this Section 8.06 shall also constitute its resignation as an Issuing Bank and as Swingline Lender. If Bank of America resigns as an Issuing Bank, it shall retain all the rights, powers, privileges and duties of an Issuing Bank hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an Issuing Bank and all Obligations in respect of Letters of Credit, including the right to require the Revolving Lenders to make Revolving Loans or fund risk participations in unreimbursed drawing under any Letter of Credit pursuant to Section 2.05. If Bank of America resigns as Swingline Lender, it shall retain all the rights of the Swingline Lender provided for hereunder with respect to Swingline Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Revolving Lenders to make Revolving Loans or fund risk participations in outstanding Swingline Loans pursuant to Section 2.04. Upon the appointment by the Borrower of a successor Issuing

Bank or Swingline Lender hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender), (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Bank or Swingline Lender, as applicable, (ii) the retiring Issuing Bank and Swingline Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (iii) the successor Issuing Bank shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

SECTION 8.07. Reports and Financial Statements. By signing this Agreement, each Lender (and with respect to clause (a), each Secured Party):

(a) agrees to furnish the Administrative Agent at its written request, and at such frequency as the Administrative Agent may reasonably request in writing, with a summary of all Bank Product Liabilities due or to become due to such Lender or its Affiliates;

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of (i) all financial statements (and other information) required to be delivered by the Borrower under Section 5.01, (ii) all commercial finance examinations and appraisals of the Loan Parties and the Collateral, as applicable, received by the Administrative Agent, (iii) all Compliance Certificates (including those attaching Approved Budget Variance Reports) received by the Administrative Agent (clauses (i) through (iii), collectively, the "Reports"), and (iv) the notices delivered by the Borrower under Section 5.02, and the Administrative Agent agrees to furnish the same promptly to the Lenders (which Reports may be furnished in accordance with the final paragraph of Section 5.01);

(c) expressly agrees and acknowledges that the Administrative Agent makes no representation or warranty as to the accuracy of the Reports, and shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Administrative Agent or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel; and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Administrative Agent and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any credit extensions that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in Swingline Loans and Letters of Credit, or the indemnifying Lender's purchase of, Loans of the 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 Attorney 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 violation of the terms hereof.

SECTION 8.08. Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder.

SECTION 8.09. [Reserved].

SECTION 8.10. Acceptable Intercreditor Agreements and Financing Order. Each Lender, each Issuing Bank and each other Secured Party hereby (a) authorizes each Agent to enter into (i) each Acceptable Intercreditor Agreement, (ii) amendments or supplements to each Acceptable Intercreditor Agreement to the extent permitted by this Agreement and made in accordance with the applicable Acceptable Intercreditor Agreement, (iii) the Interim Financing Order and the Final Financing Order and (iv) amendments or supplements to the Interim Financing Order or the Final Financing Order, in each case, to the extent permitted by this Agreement and made in accordance with the Interim Financing Order or the Final Financing Order, as applicable, (b) agrees that such Person will be subject to and bound by, and will take no actions contrary to, the provisions of any Acceptable Intercreditor Agreement, and (c) agrees that each Agent may take such actions on behalf of such Person as is contemplated by the terms of any such Acceptable Intercreditor Agreement.

SECTION 8.11. No Other Duties. Anything herein to the contrary notwithstanding, none of the Arrangers, Syndication Agents or Co-Documentation Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any other Loan Documents, except in its capacity, as an Agent, a Lender, an Issuing Bank or the Swingline Lender hereunder.

SECTION 8.12. Agents May File Proofs of Claim; Credit Bidding. In case of the pendency of any Bankruptcy Proceeding or any other judicial proceeding relative to any Loan Party, each Agent (irrespective of whether the principal of any Loan or LC Exposure shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such Bankruptcy Proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, LC Exposure 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 Secured Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Secured Parties and their respective Related Parties and counsel and all other amounts due the Secured Parties, including under Section 2.12 and Section 9.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to any Agent and, if the Agents shall consent to the making of such payments directly to the Secured Parties, to pay to each Agent any amount due for the reasonable compensation, expenses, disbursements and advances of such Agent and its agents and counsel, and any other amounts due such Agent under the Loan Documents, including under Section 2.12 and Section 9.03.

Nothing contained herein shall be deemed to authorize any Agent to authorize or consent to or accept or adopt on behalf of any Secured Party any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Secured Party to authorize any Agent to vote in respect of the claim of any Secured Party or in any such Bankruptcy Proceeding.

The Secured Parties hereby irrevocably authorize each Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar Debtor Relief Law in any other jurisdictions to which a Loan Party is subject, (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) any Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) each Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Agents with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in clauses (1) through (13) of Section 9.02(b)), (iii) each Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iv) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

SECTION 8.13. Collateral and Guaranty Matters. Without limiting the provisions of Section 8.12, the Secured Parties hereby irrevocably authorize the Agents, at their option and in their discretion (subject to the terms and conditions set forth in any applicable Collateral Documents):

(a) to release any Lien on any property granted to or held by the Agents under any Loan Document (i) upon the Obligations Payment Date, (ii) constituting property being sold, transferred or disposed of in a transaction permitted under Section 6.05 (other than any such transaction constituting a sale, disposition or transfer to a Person required to grant a Lien to an Agent under the Loan Documents), subject to the conditions thereof; provided that (A) the Liens on such property securing any Material Indebtedness and any McKesson Obligations are released substantially concurrently with the release of any Lien of the Agents on such property and (B) the release of any such Lien shall not constitute a release by the Agents of any Lien on the proceeds received by any Loan Party in connection with the applicable sale, transfer or other disposition, or (iii) if approved, authorized or ratified in writing in accordance with Section 9.02 of this Agreement;

(b) (i) to release any Subsidiary Loan Party from its obligations under the Guarantee Agreement if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder, (ii) to release any Subsidiary Loan Party from its obligations under the Guarantee Agreement in connection with a transaction permitted under Section 6.03, or (iii) to terminate this Agreement and the other Loan Documents upon the occurrence of the Obligations Payment Date; provided that, in the case of clause (i) or (ii) above, such Subsidiary Loan Party is released from any Guarantee of any Material Indebtedness and any McKesson Obligations substantially concurrently with such Subsidiary Loan Party's release from its obligations under the Guarantee Agreement;

(c) to subordinate any Lien on any property granted to or held by any Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(m); or

(d) if any Loan Party incurs any Lien on the Collateral permitted by Section 6.02, enter into any Acceptable Intercreditor Agreement to the extent the execution of such Acceptable Intercreditor Agreement is contemplated by the terms of this Agreement in connection with such Lien;

Upon request by the Administrative Agent at any time, the Required Lenders (or, where expressly required by the terms of this Agreement, a greater proportion of the Lenders or other parties hereto as required herein) will confirm in writing each Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Subsidiary Loan Party from its obligations under the Guarantee Agreement pursuant to this Section 8.13. In each case as specified in this Section 8.13, each Agent will, subject to the terms and conditions set forth in the Collateral Documents, at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Subsidiary Loan Party from its obligations under the Guarantee Agreement, in each case in accordance with the terms of the Loan Documents and this Section 8.13; provided that the Borrower shall have delivered to the Administrative Agent, at least five (5) Business Days prior to the date of the proposed execution of any document evidencing such release or subordination (or such shorter period as the Administrative Agent may agree in writing in its reasonable discretion), a written request therefor identifying the relevant Collateral or Loan Party, together with a certification by the Borrower stating that such transaction is in compliance with this Agreement and the other Loan Documents and otherwise in form and substance satisfactory to the Administrative Agent. No Agent shall be required to execute any such document on terms which, in its reasonable opinion, would, under applicable law, expose such Agent to liability or create any obligation or entail any adverse consequence other than the release of such Liens without recourse or warranty, and such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of any Loan Party in respect of) all interests retained by any Loan Party, including (without limitation) the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

No Agent shall be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of any Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall any Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

SECTION 8.14. Additional Secured Parties. The benefit of the provisions of the Loan Documents directly relating to the Collateral or any Lien granted thereunder shall extend to and be available to any Secured Party that is not an Agent, a Lender or an Issuing Bank party hereto as long as, by accepting such benefits, such Secured Party agrees, as among Agents and all other Secured Parties, that such Secured Party is bound by (and, if requested by the Administrative Agent, shall confirm such agreement in a writing in form and substance reasonably acceptable to the Administrative Agent) this Article VIII and Section 2.17, Section 7.02, Section 9.02(a), Section 9.03(c), Section 9.08, Section 9.09, Section 9.13, and Section 9.16, and the decisions and actions of the Agents and the Required Lenders (or, where expressly required by the terms of this Agreement, a greater proportion of the Lenders or other parties hereto as required herein) to the same extent a Lender is bound; provided, however, that, notwithstanding the foregoing, (a) such Secured Party shall be bound by Section 9.03(c) only to the extent of liabilities, reimbursement obligations, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements with respect to or otherwise relating to the Liens and Collateral held for the benefit of such Secured Party, in which case the obligations of such Secured Party thereunder shall not be limited by any concept of pro rata share or similar concept, (b) each of the Agents, the Lenders and the Issuing Banks party hereto shall be entitled to act at its sole discretion, without regard to the interest of such Secured Party, regardless of whether any Obligation to such Secured Party thereafter remains outstanding, is deprived of the benefit of the Collateral, becomes unsecured or is otherwise affected or put in jeopardy thereby, and without any duty or liability to such Secured

Party or any such Obligation and (c) except as otherwise set forth herein and in the other Loan Documents, such Secured Party shall not have any right to be notified of, consent to, direct, require or be heard with respect to, any action taken or omitted in respect of the Collateral or under any Loan Document. Notwithstanding any other provision of this Article VIII to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, any Bank Product Liabilities.

SECTION 8.15. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any Subsidiary Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (1) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (2) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (3) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (4) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Subsidiary Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

SECTION 8.16. Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender, any Issuing Bank of the Swingline Lender (the "Applicable Credit Party"), whether or not in respect of an Obligation due and owing by the Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Applicable Credit Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Applicable Credit Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Applicable Credit Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Applicable Credit Party promptly upon determining that any payment made to such Applicable Credit Party comprised, in whole or in part, a Rescindable Amount.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices.

(a) *Notices Generally*. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in clause (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or electronic mail as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower, any Agent, Bank of America, in its capacity as Issuing Bank or the Swingline Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 9.01; and

(ii) if to any other Lender or any other Issuing Bank, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower).

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below shall be effective as provided in clauses (b) and (c) below.

(b) *Electronic Communications*. Notices and other communications to the Lenders and the Issuing Banks hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging, 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 or any Issuing Bank pursuant to Article II if such Lender or such Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article II by electronic communication. Any Agent, the Swingline Lender, any Issuing Bank or the Borrower may each, 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.

(c) *E-mail*. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), 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; provided that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(d) *The Platform*. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER

MATERIALS OR THE PLATFORM. In no event shall any Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, any Issuing Bank or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, any Subsidiary Loan Party's or any Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet other than losses, claims, liabilities or expenses that are determined by a court of competent jurisdiction by final and nonappealable judgement to have resulted from the gross negligence or willful misconduct of such Agent Party.

(e) *Change of Address, Etc.* Each of the Borrower, each Agent, each Issuing Bank and the Swingline Lender may change its address, facsimile, electronic mail address or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile, electronic mail address or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, each Issuing Bank and the Swingline Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(f) *Reliance by Agents, Issuing Banks and Lenders*. The Agents, the Issuing Banks and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices, Borrowing Requests, Interest Election Requests, letter of credit applications and requests for swingline loans) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof . The Borrower shall indemnify the Administrative Agent, each Issuing Bank, 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; provided, however, such indemnity will not be available for losses, costs, expenses and liabilities that are determined by a court of competent jurisdiction by final and nonappealable judgement to have resulted from the gross negligence or willful misconduct of the Administrative Agent, the Issuing Bank, the Lender or its respective Related Party. 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 9.02. Waivers; Amendments.

(a) No failure or delay by any Agent, any Issuing Bank or any Lender in exercising any right, remedy, privilege or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right, remedy, privilege or power, preclude any other or further exercise thereof or the exercise of any other right, remedy, privilege or power. The rights, remedies, powers and privileges of the Agents, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, remedies, powers or privileges that they would otherwise have (including under applicable law).

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Collateral Agent in accordance with the Security Agreement and the other Collateral Documents for the benefit of all the Secured Parties; provided, however, that the foregoing shall not prohibit (a) any Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as an Agent) hereunder and under the other Loan Documents, (b) any Issuing Bank or the Swingline Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as an Issuing Bank or Swingline Lender, as the case may be) hereunder and under the other Loan Documents, or (c) any Lender from exercising setoff rights in accordance with Section 9.08 (subject to the terms of Section 2.18), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a Bankruptcy Proceeding relative to any Loan Party; and provided, further, that if at any time there is no Person acting as the Collateral Agent hereunder and under the other Loan Documents, then (i) the Administrative Agent or, if there shall be no Administrative Agent, the Required Lenders shall, to the fullest extent permitted by law, have the rights otherwise ascribed to the Collateral Agent pursuant to the Security Agreement the other Collateral Documents and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.18, 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.

No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 9.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether any Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Subject to Section 2.07(g), and 2.14(b), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except, (I) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower, the Administrative Agent and the Required Lenders (or the Administrative Agent with the consent (and on behalf) of the Required Lenders) or, (II) in the case of any other

Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and/or the Collateral Agent (in each case with the consent of the Required Lenders) and the Loan Party or Loan Parties that are parties thereto; provided that (i) no such agreement shall change any provision of any Loan Document in a manner that by its terms adversely affects the rights of Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the written consent of Lenders holding a majority in interest of the outstanding Loans and unused Commitments of each adversely affected Class and (ii) any waiver, amendment or modification of this Agreement that by its terms affects the rights or duties under this Agreement of one or more Classes of Lenders (but not the other Class or Classes of Lenders) may be effected by an agreement or agreements in writing entered into by the Borrower and the Administrative Agent acting with the consent of the requisite percentage in interest of the affected Class or Classes of Lenders that would be required to consent thereto under this Section 9.02 if such Class or Classes of Lenders were the only Class or Classes of Lenders hereunder at the time, (iii) no such agreement shall amend, modify or otherwise affect the rights or duties of any Agent, the Issuing Banks or the Swingline Lender without the prior written consent of such Agent, the Issuing Banks or the Swingline Lender, as the case may be; and provided, further, that no such agreement shall,

(1) increase, extend or reinstate the Commitment of any Lender without the prior written consent of such Lender (it being understood that, subject to clause (ii) above, a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default, mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(2) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce or forgive any fees payable hereunder, without the prior written consent of each Lender affected thereby; provided that only the consent of the requisite percentage in interest of the affected Class or Classes of Lenders that would be required to consent thereto under this Section 9.02 if such Class or Classes of Lenders were the only Class or Classes of Lenders hereunder at the time shall be necessary to (x) amend the rate of default interest set out in Section 2.13(c) or (y) waive any obligation of the Borrower to pay default interest under Section 2.13(c), in each case, as it relates to Obligations in respect of such Class of Lenders (including, with respect to the Revolving Facility, the Required Revolving Lenders and with respect to the FILO Facility, the Required FILO Lenders);

(3) postpone the maturity of any Loan, or the required date of reimbursement of any LC Disbursement, or any date for the payment of any principal, interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the prior written consent of each Lender affected thereby; provided that (A) only the consent of the requisite percentage in interest of the affected Class or Classes of Lenders that would be required to consent thereto under this Section 9.02 if such Class or Classes of Lenders were the only Class or Classes of Lenders hereunder at the time shall be necessary to (x) amend the rate of default interest set out in Section 2.13(c) or (y) waive any obligation of the Borrower to

pay default interest under Section 2.13(c), in each case, as it relates to Obligations in respect of such Class of Lenders (including, with respect to the Revolving Facility, the Required Revolving Lenders, and with respect to the FILO Facility, the Required FILO Lenders), (B) only the consent of the Required Revolving Lenders shall be necessary to waive any mandatory prepayment applicable to the Revolving Loans, and (C) only the consent of the Required FILO Lenders shall be necessary to waive any mandatory prepayment applicable to the FILO Loans;

(4) (i) amend Section 7.02, Section 2.18(b) or (c) in a manner that would alter the *pro rata* sharing or application of payments required thereby, as applicable, (ii) amend Section 7.02 in a manner that would alter the order of application of payments required thereby, (iii) amend the definition of "Applicable Percentage", "Applicable Revolving Percentage" or "Applicable FILO Percentage", in each case, without the prior written consent of each Lender directly and adversely affected thereby, or (iv) amend or modify any provision in this Agreement providing for mandatory Commitment reductions or the *pro rata* application of Commitment reductions with respect to any Class of Commitments, without the prior written consent of each Lender in such Class, including Section 2.08(d); provided that any modification of Section 2.08(c) may be made with the consent of the Required Revolving Lenders as set forth therein (it being understood that any such modification consented to by the Required Revolving Lenders shall not affect the pro rata application of any Commitment reductions made pursuant to Section 2.08(c));

(5) except as expressly permitted by this Agreement or the other Loan Documents, (i) subordinate the Lien of the Collateral Agent securing the Obligations on all or substantially all of the Collateral in any transaction or series of related transactions (or modify any Loan Document to permit any such subordination) or (ii) subordinate to the prior payment of any other Indebtedness, the Obligations (or modify any Loan Document to permit any such subordination), in each case, without the prior written consent of all Lenders; provided, however, that the provisions of this clause (5) shall not restrict or prohibit the incurrence of any "debtor-in-possession" type facility (other than a "debtor-in-possession" type facility that includes any non-pro rata refinancing, repayment, "roll-up", exchange or conversion of all or a portion of the Obligations into such "debtor-in-possession" type facility, unless first offered to all Lenders on a pro rata basis);

(6) change any of the provisions of this Section 9.02 or the percentage set forth in the definition of "Required Lenders", "Required FILO Lenders", "Required Revolving Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the prior written consent of each Lender affected thereby (or each Lender of such affected Class, as the case may be);

(7) release the Borrower from its obligations under the Loan Documents or release any other Loan Party from its Guarantee under the Guarantee Agreement

or limit its liability in respect of such Guarantee (except as expressly provided in the Guarantee Agreement or in Section 8.13), without the prior written consent of each Lender;

(8) except to the extent the release of any Collateral is permitted pursuant to the Loan Documents, release all or substantially all of the Collateral from the Liens under the Collateral Documents, without the prior written consent of each Lender;

(9) amend, modify or waive any condition set forth in Section 4.02 as to any Borrowing or any issuance of any Letter of Credit under a particular class of Commitments and Loans, without the prior written consent of the requisite percentage in interest of the affected Class or Classes of Lenders that would be required to consent thereto under this Section 9.02 if such Class or Classes of Lenders were the only Class or Classes of Lenders hereunder at the time (including, with respect to the Revolving Facility, the Required Revolving Lenders); or

(10) without the prior written consent of all Lenders, modify the definition of “Protective Advance” so as to increase the amount thereof, or to cause the Total Revolving Commitments (or the Revolving Commitment of any Revolving Lender) to be exceeded as a result thereof, or, except as provided in such definition, the time period for a Protective Advance.

(c) Notwithstanding the foregoing, (i) Collateral shall be released from the Lien under the Collateral Documents from time to time as necessary to effect any sale of Collateral permitted by the Loan Documents, and the Collateral Agent shall execute and deliver all release documents reasonably requested to evidence such release; provided that arrangements satisfactory to the Administrative Agent shall have been made for application of the cash proceeds thereof in accordance with Section 2.11, if required, and for the pledge of any non-cash proceeds thereof pursuant to the Collateral Documents and (ii) if a Subsidiary Loan Party ceases to be a Subsidiary in accordance with this Agreement, or ceases to own any property that constitutes Collateral, at the request of and at the expense of the Borrower, such Subsidiary Loan Party shall be released from the Guarantee Agreement, the Security Agreement and each other Loan Document to which it is a party, subject to the provisions of Section 8.13 (and each Agent shall, upon the request and at the expense of the Borrower, execute such documents evidencing such release as may be reasonably requested by the Borrower).

(d) Notwithstanding anything in this Agreement (including this Section 9.02) or any other Loan Document to the contrary:

(i) any provision of this Agreement may be amended by an agreement in writing entered into by the Borrower, the Required Lenders and the Administrative Agent (and, if their rights or obligations are affected thereby, the Issuing Banks and the Swingline Lender) if (A) by the terms of such agreement the Commitment of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment and (B) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of and interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account under this Agreement;

(ii) no consent with respect to any amendment, waiver or other modification of this Agreement or any other Loan Document shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (1), (2) or (3) of the second proviso of Section 9.02(b) and then only in the event such Defaulting Lender shall be affected by such amendment, waiver or other modification;

(iii) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent and/or the Collateral Agent to cure any ambiguity, omission, mistake, defect or inconsistency, so long as, in each case, the Lenders shall have received at least five (5) Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five (5) Business Days after the date of such notice to the Lenders, a written notice from (x) the Required Lenders stating that the Required Lenders object to such amendment or (y) if affected by such amendment, any Agent, Issuing Bank or the Swingline Lender stating that it objects to such amendment;

(iv) (A) the Interim Financing Order and the Final Financing Order may be amended or modified, in each case, in the manner contemplated in the definition thereof, (B) any Loan Document may be amended and waived with the written consent of the Administrative Agent and the Co-Collateral Agents, at the request of the Borrower, without the need to obtain the consent of any Lender, if such amendment or waiver is delivered in order to comply with the Financing Order or any other order of the Bankruptcy Court; provided, however, that (i) any such amendment or modification contemplated by clause (A) above (each, a "Subject Modification") that has the effect of amending or modifying (or waiving the provisions of) any Loan Document (including the Financing Order) in a manner that would otherwise require consent of any one or more Lenders pursuant to any of clauses (1) through (10) of the second proviso to Section 9.02(b), such Subject Modification may be made only with the prior written consent of such Lenders as may be required by the applicable clauses of the second proviso to Section 9.02(b) (but not, for the avoidance of doubt, the Required Lenders) and (ii) any Subject Modification that has the effect of amending or modifying (or waiving) the rights or duties of any Co-Collateral Agent under this Agreement or any other Loan Document (including the Financing Order) shall require the consent of such Co-Collateral Agent as contemplated by Section 9.02(d)(viii);

(v) after the Closing Date, the Fee Letter may be amended or modified, or rights or privileges thereunder waived, in a writing executed only by the parties thereto; provided that any amendments or modifications to the provisions of the Fee Letter pertaining to fees payable to the Lenders shall be subject to obtaining any consents that would otherwise be required pursuant to clause (2) or (3) of the second proviso of Section 9.02(b);

(vi) the Administrative Agent, the Collateral Agent and the Borrower may amend, restate, amend and restate or otherwise modify any Acceptable Intercreditor Agreement as provided herein and therein; provided that notification of any such amendment, restatement, amendment and restatement, or other modification of such Acceptable Intercreditor Agreement shall be made by the Administrative Agent to the Lenders promptly upon such amendment becoming effective;

(vii) any Collateral Document and any other documents executed by any Loan Party or any Subsidiary in connection with this Agreement or any other Loan Document may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, waived, amended or modified solely with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such waiver, amendment or modification is delivered to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties or to cause any Collateral Document to be consistent with this Agreement and the other Loan Documents; provided that notification of any such waiver, amendment or modification of any Loan Document shall be made by the Administrative Agent to the Lenders promptly upon such amendment becoming effective; and

(viii) no amendment, waiver or consent shall, unless in writing and signed by the applicable Co-Collateral Agent, affect the rights or duties of such Co-Collateral Agent under this Agreement or any other Loan Document (including the Financing Order).

SECTION 9.03. Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Agents and their Affiliates (including Attorney Costs and the reasonable and documented fees, expenses and disbursements of the Lender Group Consultants), in connection with the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) (limited, in the case of legal fees, expenses and disbursements, to the Attorney Costs of one counsel to the Agents and, if necessary, of one local counsel in each relevant jurisdiction and of one special counsel for each relevant specialty, in each case to the Agents), (ii) all reasonable and documented out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by any Agent, any Issuing Bank or any Lender (including Attorney Costs), in connection with the enforcement or protection of its rights under or in connection with the Loan Documents, including its rights under this Section 9.03, or in connection with the Loans made, Letters of Credit issued, or other extensions of credit made available hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit (limited, in the case of legal fees, expenses and disbursements, to the Attorney Costs of (x) one counsel to the Agents, the Lenders, and the Issuing Banks (taken as a whole), (y) one counsel in the jurisdiction of the Bankruptcy Court and, if necessary, one local counsel in each relevant jurisdiction and of one special counsel for each relevant specialty, in each case, to the Agents, the Lenders, and the Issuing Banks (taken as a whole), and (z) in the event of an actual or potential conflict of interest between the Agents, the Lenders, or the Issuing Banks, where the Person or Persons affected by such conflict of interest inform the Borrower in writing of such conflict of interest, one additional counsel in the jurisdiction of the Bankruptcy Court and one additional local counsel in each other relevant jurisdiction, in each case, to each group of affected Persons similarly situated (taken as a whole)). For the avoidance of doubt and subject to the limitations set forth above with respect to Attorney Costs, the Borrower shall reimburse the Agents for all reasonable and documented legal, accounting, appraisal, consulting and other fees, costs and expenses incurred in connection with the negotiation, preparation and administration of the Loan Documents (including the Financing Order) and incurred in connection with:

(i) obtaining approval of the Loan Documents (including the Financing Order) by the Bankruptcy Court;

(ii) the preparation and review pleadings, documents and reports related to the Chapter 11 Case, attendance at meetings, court hearings or conferences related to the Chapter 11 Case, and general monitoring of the Chapter 11 Case; and

(iii) efforts of any Agent (or its external counsel or the Lender Group Consultants) to (A) monitor the Loans or any of the other Obligations, (B) evaluate, observe or assess any of the Loan Parties or their respective affairs, and (C) verify, protect, evaluate, assess, appraise, collect, sell, liquidate or otherwise dispose of any of the Collateral (including, for the avoidance of doubt, any recording fees in connection with filing Mortgages).

(b) The Borrower shall indemnify each Agent (and any sub-agent thereof), the Arrangers, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including Attorney Costs) incurred by or asserted against any Indemnitee (but limited, in the case of legal fees, expenses and disbursements, to the Attorney Costs of (x) one counsel to all Indemnitees (taken as a whole), (y) one counsel in the jurisdiction of the Bankruptcy Court and, if necessary, one local counsel in each relevant jurisdiction and one special counsel for each relevant specialty, in each case to all Indemnitees (taken as a whole), and (z) in the event of an actual or potential conflict of interest between Indemnitees, where the Person or Persons affected by such conflict of interest inform the Borrower in writing of such conflict of interest, one additional counsel in the jurisdiction of the Bankruptcy Court and one additional local counsel in each other relevant jurisdiction, to each group of affected Indemnitees similarly situated (taken as a whole)) arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document, the performance by the parties to the Loan Documents of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, or, in the case of any Agent (and any sub agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of matters addressed in Section 2.17), (ii) any Loan, Letter of Credit or other extension of credit hereunder or the use of the proceeds therefrom (including any refusal by an Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by the Borrower or any of the Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of the Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Subsidiary Loan Party, and regardless of whether any Indemnitee is a party thereto, **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE**; 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 or willful misconduct of such Indemnitee. In no event shall any Loan Party have any liability for indemnification under this Section 9.03(b) for any special, indirect, consequential or punitive damages, except for claims made by third parties for which an Indemnitee is otherwise entitled to indemnity pursuant to this Section 9.03(b). Without limiting the provisions of Section 2.17(c), this Section 9.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) To the extent that the Borrower for any reason fails to indefeasibly pay any amount required to be paid by it to any Agent (or any sub agent thereof), any Issuing Bank, the Swingline Lender or any Related Party of any of the foregoing under Section 9.03(a) or (b), each Lender severally agrees to pay to such Agent (or any such sub agent), such Issuing Bank, the Swingline Lender or such Related Party, as the case may be, such Lender's *pro rata* share of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), determined as of the time that the applicable unreimbursed expense or indemnity payment is sought; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Agent (or any such sub agent), such Issuing Bank, or the Swingline Lender in its capacity as such in its capacity as such, or against any Related Party of any of the foregoing, acting for any Agent (any such sub agent), any Issuing Bank or the Swingline Lender in connection with such capacity. The obligations of the Lenders under this Section 9.03(c) are subject to the provisions of Section 2.06(d). For purposes hereof, a Lender's "*pro rata* share" shall be determined based upon its share of the sum of the Total Revolving Outstandings, outstanding FILO Loans and other Loans and unused Commitments at the time.

(d) To the extent permitted by applicable law, each party hereto (each for itself and on behalf of its Subsidiaries) hereby waives, releases and agrees not to assert any claim against any Indemnitee or the Borrower (or any of its Subsidiaries), on any theory of liability, for any special, indirect, consequential or punitive damages (as opposed to direct or actual damages), whether or not accrued and whether or not known or suspected to exist in its favor, arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any other agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that the foregoing shall not limit the Borrower's liability under Section 9.03(b) in respect of claims made by third parties for which an Indemnitee is otherwise entitled to indemnity pursuant to Section 9.03(b). No Indemnitee shall be liable for any damages arising from the use by any unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the Transactions, other than for direct and actual damages (as opposed to special, indirect, consequential or punitive damages) that a court of competent jurisdiction determines in a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such indemnitee.

(e) All amounts due under this Section 9.03 shall be payable not later than five (5) Business Days after written demand therefor, or after any Event of Default, upon written demand therefor. If the Borrower fails to pay when due any amounts payable by it pursuant to this Section 9.03, such amount may be paid on behalf of the Borrower by the Administrative Agent in its sole discretion, without notice to or consent from the Borrower, all as contemplated in Section 2.18(f).

(f) The Agreements in this Section 9.03 and the indemnity provisions of Section 9.01(f) shall survive the resignation of any Agent, any Issuing Bank and the Swingline Lender, the replacement of any Lender, the termination of the aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

SECTION 9.04. Successors and Assigns.

(a) *Successors and Assigns Generally*. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that 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 to an Eligible Assignee in accordance with the provisions of Section 9.04(b) (and any attempted assignment or transfer by the Borrower without such consent 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 successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Assignments by Lenders*. (i) Subject to the conditions set forth in Section 9.04(b)(ii), any Lender may assign all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) to one or more Eligible Assignees, with the prior written consent of:

(A) [reserved];

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment (x) in respect of the Revolving Facility, if such assignment is to a Person that is a Revolving

Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender or (y) in respect of the FILO Facility, if such assignment is to a FILO Lender, an Affiliate of a Lender or an Approved Fund; and

(C) the consent of each Issuing Bank and the Swingline Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of the Revolving Facility.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than (1) with respect to Revolving Commitments and Revolving Loans, $5,000,000 and (2) with respect to FILO Commitments and FILO Loans, $1,000,000 or, in each case, if smaller, the entire remaining amount of the assigning Lender's Commitment or Loans, unless the Administrative Agent shall otherwise consent; provided that in the event of concurrent assignments to two or more assignees that are Affiliates of one another, or to two or more Approved Funds managed by the same investment advisor or by affiliated investment advisors, all such concurrent assignments shall be aggregated in determining compliance with this subsection;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (B) shall not (1) apply to the Swingline Lender's rights and obligations in respect of Swingline Loans or (2) prohibit any Lender from assigning all or a portion of its rights and obligations among the Facilities provided pursuant to the this Agreement on a non-pro rata basis;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of $3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire;

(E) no such assignment shall be made (1) to the Borrower or any of the Borrower's Affiliates or Subsidiaries, as applicable, (2) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing

Persons described in this clause (2), (3) to a natural Person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of a natural Person) or (4) to any Permitted Holder, Takeback Noteholder, Rollover Noteholder, or any Affiliate or related fund or managed account of any of the foregoing Persons (other than (x) the commercial banking unit of JPMorgan Chase Bank, N.A. or (y) with the Administrative Agent's prior written consent, which may be granted or withheld in the Administrative Agent's sole discretion and may be conditioned upon implementation of customary affiliated lender protections set forth in an amendment hereto solely among the Borrower and the Administrative Agent); and

(F) 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 subparticipations, or other compensating actions, including funding, with the consent of the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, any Issuing Bank or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swingline Loans in accordance with its Applicable Percentage. 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 (F), then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(iii) Subject to acceptance and recording thereof pursuant to Section 9.04(b)(iv), from and after the effective date specified in each Assignment and Acceptance the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, 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 Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender). Upon request, the Borrower (at its expense) shall execute and deliver a promissory note evidencing its Loan hereunder to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.04(c).

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower (and such agency being solely for Tax purposes), shall maintain at one of its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements 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, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, any other Agent, any Issuing Bank and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in this Section 9.04(b) and any written consent to such assignment required by this Section 9.04(b), the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 9.04(b)(v).

(vi) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (A) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Commitment and the outstanding balances of its Loans, in each case without giving effect to assignments thereof that have not become effective, are as set forth in such Assignment and Acceptance; (B) except as set forth in clause (A) above, 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 any other Loan Document or any other instrument or document furnished pursuant hereto or thereto, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any of the foregoing, or the financial condition of the Loan Parties or the performance or observance by the Loan Parties of any of their obligations under this Agreement or under any other Loan Document or any other instrument or document furnished pursuant hereto or thereto; (C) each of the assignee and the assignor represents and warrants that it is legally authorized to enter into such Assignment and Acceptance; (D) such assignee confirms that it has received a copy of this Agreement, together with copies of any amendments or consents entered into prior to the date of such Assignment and Acceptance and copies of the most recent financial statements delivered pursuant to Section 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (E) such assignee will independently and without reliance upon the Agents, 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; (F) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to them by the terms hereof and thereof, together with such powers as are reasonably incidental thereto; and (G) such assignee agrees that it will perform in accordance with their terms all the obligations that by the terms of this Agreement are required to be performed by it as a Lender.

(c) *Participations*. (i) Any Lender may, without the consent of or notice to the Borrower, the Agents, the Issuing Banks or the Swingline Lender, sell participations to one or more banks or other entities (other than any Ineligible Person) (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including such Lender's participations in LC Disbursements and/or Swingline Loans) owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Agents, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 9.03(c) without regard to the existence of any participation. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the second proviso to Section 9.02(b)(1), (2) or (3) that affects such Participant. Subject to Section 9.04(c)(ii), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 9.04(b) (it being understood that the documentation required under Section 2.17(e) shall be delivered to the Lender who sells the participation). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided such Participant agrees to be subject to Section 2.18(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the

Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitments, Loans, Letters of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.15 or 2.17 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.17 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.17(f) as though it were a Lender.

(d) *Certain Pledges*.

(i) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank having jurisdiction over such Lender, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(ii) In the case of any Lender that is a fund that invests in bank loans, such Lender may, without the consent of the Borrower or the Administrative Agent, assign or pledge all or any portion of its rights under the Loan Documents, including the Loans and promissory notes or any other instrument evidencing its rights as a Lender under the Loan Documents, to any holder of, trustee for, or any other representative of holders of obligations owed or securities issued by such fund, as security for such obligations or securities; provided that any foreclosure or similar action by such trustee or representative shall be subject to the provisions of this Section 9.04 concerning assignments.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of

Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. Integration; Effectiveness. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective as provided in Section 4.01.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 9.07, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, any Issuing Bank or the Swingline Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Bank, and each of their Affiliates is hereby authorized at any time and from time to time after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by law (notwithstanding the provisions of the Automatic Stay and without notice, application or motion, hearing before, or order of the Bankruptcy Court, but subject to the terms of the Financing Order), to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender, Issuing Bank, or Affiliate to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured; 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 7.02 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. The rights of each Lender under this Section 9.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. Each Lender and each Issuing Bank agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application. Notwithstanding the provisions of this Section 9.08, if at any time any Lender, any Issuing Bank or any of their respective Affiliates maintains one or more deposit accounts for the Borrower or any other Loan Party into which Medicare and/or Medicaid receivables are deposited, such Person shall waive the right of setoff set forth herein.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) *Governing Law*. This Agreement shall be construed in accordance with and governed by the law of the State of New York and, to the extent applicable, the Bankruptcy Code.

(b) *Submission to Jurisdiction*. Subject to the jurisdiction of the Bankruptcy Court (and of the related Federal courts), the Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that any Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in any other court of competent jurisdiction to the extent necessary or required as a matter of law to assert such claim, action or proceeding against any assets of any Loan Party or any of their Subsidiaries or to enforce any judgement arising out of any such claim, action or proceeding.

(c) *Venue*. The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 9.09(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) *Service of Process*. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR

INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Agents, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates', auditors and Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (including any Federal Reserve Bank or central bank pursuant to Section 9.04(d)), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 9.12, to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (g) with the consent of the Borrower, (h) to any pledgee referred to in Section 9.04(d) or any direct or indirect contractual counterparty in any Hedging Agreement (or to any such contractual counterparty's professional advisor), so long, in each such case, as such Person agrees to be bound by the provisions of this Section 9.12, (i) on a confidential basis to (x) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided hereunder or (y) the CUSIP Service Bureau or any similar agency in connection with the application, issuance, publishing and monitoring of CUSIP numbers of other market identifiers with respect to the credit facilities provided hereunder or (j) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 9.12 or (y) becomes available to any Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower. In addition, the Administrative Agent 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 of this Agreement, the other Loan Documents, and the Commitments. For the purposes of this Section 9.12, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to any Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Borrower. Any Person required to maintain the confidentiality of Information as provided in this Section 9.12 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 of the Administrative Agent, the Lenders and the Issuing Banks acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable law, including United States Federal and state securities laws.

SECTION 9.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.13 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.14. USA Patriot Act. Each Lender, each Issuing Bank and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender, Issuing Bank or the Administrative Agent, as applicable, to identify the Borrower in accordance with its requirements. The Borrower shall promptly, following a request by the Administrative Agent, any Lender or any Issuing Bank, provide all documentation and other information that the Administrative Agent, such Lender or such Issuing Bank reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

SECTION 9.15. Certain Waivers.

(a) Without limiting the generality of the foregoing, or of any other waiver or other provision set forth in this Agreement, the Borrower, on behalf of itself and each other Loan Party, hereby absolutely, knowingly, unconditionally, and expressly waives any and all claim, defense or benefit arising directly or indirectly under any one or more of Sections 2787 to 2855 inclusive of the California Civil Code or any similar law of California.

(b) The Borrower, on behalf of itself and each other Loan Party, further waives (to the extent permitted by applicable Law): (i) any defense to the recovery by the Administrative Agent or any other Secured Party against such Loan Party of any deficiency or otherwise to the enforcement of this Agreement or any other Loan Document or any security for this Agreement or any other Loan Document based upon the Administrative Agent's or any other Secured Party's election of any remedy against any Loan Party, including the defense to enforcement of this Agreement or any other Loan Document (the so-called "Gradsky" defense) which, absent this waiver, each Loan Party would have by virtue of an election by the Administrative Agent or any other Secured Party to conduct a non-judicial foreclosure sale (also known as a "trustee's sale") of any Owned Real Estate or Ground-Leased Real Estate as security for the Obligations, it being understood by each Loan Party that any such non-judicial foreclosure sale will destroy, by operation of California Code of Civil Procedure Section 580d, all rights of any party to a deficiency judgment against the Borrower (and/or the applicable Loan Party) and, as a consequence, will destroy all rights that such Loan Party would otherwise have (including the right of subrogation, the right of reimbursement, and the right of contribution) to proceed against the Borrower and/or any other Loan Party; (ii) any defense or benefits that may be derived from California Code of Civil Procedure Sections 580a, 580b, 580d or 726, or comparable provisions of the laws of any other jurisdiction and all other anti-deficiency and one form of action defenses under the laws of California and any other jurisdiction; and (iii) any right to a fair value hearing under California Code of Civil Procedure Section 580a, or any other similar law, to determine the size of any deficiency owing (for which any Loan Party would be liable hereunder) following a non-judicial foreclosure sale.

(c) Without limiting the foregoing or anything else contained in this Agreement or any other Loan Document, the Borrower, on behalf of itself and each Subsidiary Loan Party, waives all rights and defenses that such Loan Party may have because any of the Obligations are secured by Owned Real Estate or Ground-Leased Real Estate. This means, among other things: (i) that the Secured Parties may collect from any Loan Party without first foreclosing on any real or personal property collateral pledged by the Borrower or any other Loan Party, and (ii) if any Secured Party forecloses on any Owned Real Estate or Ground-Leased Real Estate pledged by the Borrower or any other Loan Party: (A) 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 (B) any Loan Party may collect from any Loan Party even if the Secured Party, by foreclosing on the Owned Real Estate or Ground-Leased Real Estate, has destroyed any right such Loan Party may have to collect from the Borrower or another Loan Party. This is an unconditional and irrevocable waiver of any rights and defenses that any Loan Party may have because the Obligations are secured by Owned Real Estate or Ground-Leased Real Estate. These rights and defenses include, but are not limited to, any rights or defenses based upon Sections 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

(d) In the case of a power of sale foreclosure, the fair market value of the Owned Real Estate or Ground-Leased Real Estate shall be conclusively deemed to be the amount of the successful bid at the foreclosure sale. The Borrower, on behalf of itself and each Subsidiary Loan Party, waives (to the extent permitted by applicable Law) any rights or benefits it may now or hereafter have to a fair value hearing under Section 580a of the California Code of Civil Procedure. The Secured Parties shall have absolutely no obligation to make a bid at any foreclosure sale, but rather may make no bid or bid any amount which any Secured Party, in its sole discretion, deems appropriate.

(e) The Borrower, on behalf of itself and each other Loan Party, hereby irrevocably authorizes the Administrative Agent to apply any and all amounts received by the

Administrative Agent in repayment of the Obligations first to amounts which are secured pursuant to the terms of any Mortgage and then to amounts which are not secured pursuant to the terms of such Mortgage, if any. The Borrower, on behalf of itself and each Subsidiary Loan Party, hereby waives any and all rights that it has or may hereafter have under Section 2822 of the California Civil Code which provides that if a guarantor is "liable upon only a portion of an obligation and the principal provides partial satisfaction of the obligation, the principal may designate the portion of the obligation that is to be satisfied."

(f) The Borrower, on behalf of itself and each other Loan Party, waives (to the extent permitted by applicable Law) all rights and defenses arising out of an election of remedies by any Secured Party, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for an Obligation, has destroyed such Loan Party's rights of subrogation and reimbursement against the Borrower (or any other Loan Party) by operation of Section 580d of the California Code of Civil Procedure or otherwise.

(g) The Borrower, on behalf of itself and each Subsidiary Loan Party, waives (to the extent permitted by applicable Law) such Loan Party's rights of subrogation and reimbursement, including (i) any defenses such Loan Party may have by reason of an election of remedies by the Administrative Agent, and (ii) any rights or defenses such Loan Party may have by reason of protection afforded to the Borrower or a Loan Party with respect to the Obligations pursuant to the anti-deficiency or other laws of California limiting or discharging the Borrower's or any other Loan Party's obligations, including Sections 580a, 580b, 580d or 726 of the California Code of Civil Procedure.

SECTION 9.16. 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 acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers, and the Lenders are arm's-length commercial transactions between the Borrower and its Subsidiaries, on the one hand, and the Administrative Agent, the Arrangers, and the Lenders, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, the Arrangers and the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Subsidiaries, or any other Person and (B) neither the Administrative Agent, nor any Arranger, nor any Lender has any obligation to the Borrower or any of its Subsidiaries with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arrangers, the Lenders, and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Subsidiaries, and neither the Administrative Agent, nor any Arranger nor any Lender has any obligation to disclose any of such interests to the Borrower and its Subsidiaries. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent, the Arrangers, 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 9.17. Electronic Execution; Electronic Records. This Agreement, any Loan Document and any other Communication, including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties and each of the Secured Parties agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Person to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this Section 9.17 may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Secured Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, neither the Administrative Agent, the Issuing Banks nor the Swingline Lender is under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, that without limiting the foregoing, (a) to the extent the Administrative Agent, the Issuing Banks and/or the Swingline Lender has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party and/or any Secured Party without further verification and regardless of the appearance or form of such Electronic Signature, and (b) upon the request of the Administrative Agent or any Secured Party, any Communication executed using an Electronic Signature shall be promptly followed by a manually executed counterpart.

Neither the Administrative Agent, the Issuing Banks nor the Swingline Lender shall be responsible for or have any duty to ascertain or inquire into the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Agent's, the Issuing Banks' or the Swingline Lender's reliance on any Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means). The Administrative Agent, the Issuing Banks and the Swingline Lender shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any Communication or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

Each of the Loan Parties and each Secured Party hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document based solely on the lack of paper original copies of this Agreement, such other Loan Document, and (ii) any claim against the Administrative Agent, each Secured Party and each of their respective Related Parties for any liabilities arising solely from the Administrative Agent's and/or any such other Secured Party's reliance on or use of Electronic Signatures, including any liabilities arising as a result of the failure of the Loan Parties to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 9.18. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender or any Issuing Bank 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 9.19. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Hedging Agreement 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 9.19, the following terms have the following meanings:

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

"Covered Entity" means any of the following: (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).

"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 9.20. McKesson Document Protocols. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, any requirement under this Agreement or any other Loan Document to deliver or disclose copies or extracts of (a) any McKesson Documents (other than any McKesson Collateral Documents), or amendments, modifications, waivers or supplements thereto or (b) any notices, certificates or other information delivered by the Borrower or any Subsidiary pursuant to any McKesson Document shall be subject to information sharing protocols established from time to time among the Administrative Agent, the Borrower and McKesson, which may limit delivery or disclosure thereof to the Administrative Agent or to counsel to the Administrative Agent on a "professional eyes only" basis.

SECTION 9.21. Effect of the Order; Conflict with the Order. Any security interest provided for in this Agreement or any other Loan Document has also been granted pursuant to the Financing Order. This Agreement and the other Loan Documents supplement the Financing Order without in any way diminishing or limiting the effect of the Financing Order or any Lien, claim or security interest granted thereunder. In the event of a direct conflict between the terms of this Agreement (or any other Loan Document) and the Financing Order, the terms of the Financing Order shall control. For the avoidance of doubt, upon the entry by the Bankruptcy Court of the Financing Order, all Liens created by the Collateral Documents in favor of the Collateral Agent shall be perfected as set forth in the Financing Order, notwithstanding any failure to make (or the terms of) any filings or Mortgages in any jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be executed and delivered as of the date first above written.

RITE AID CORPORATION,
as the Borrower

By: ____
Name: Matthew Schroeder
Title: Chief Executive Officer

NEW RITE AID, LLC,
as the Parent Company

By: ____
Name:
Title:

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

By: ________________________________
Name:
Title:

BANK OF AMERICA, N.A.,
as a Lender and an Issuing Bank

By: ________________________________
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender and an Issuing Bank

By: ______________________________________
Name:
Title:

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender and an Issuing Bank

By: ________________________________
Name:
Title:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as a Lender and an Issuing Bank

By: ______________________________
Name:
Title:

BMO BANK N.A., as a Lender

By: ______________________________
Name:
Title:

MUFG BANK, LTD.,
as a Lender and an Issuing Bank

By: ______________________________
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and an Issuing Bank

By: ______________________________
Name:
Title:

TRUIST BANK, as a Lender and an Issuing Bank

By: ______________________________
Name:
Title:

ING CAPITAL LLC,
as a Lender and an Issuing Bank

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

CITIZENS BANK, N.A., as a Lender

By: ________________________________
Name:
Title:

TD BANK, N.A., as a Lender

By: ________________________________
Name:
Title:

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: ________________________________
Name:
Title:

UBS AG, STAMFORD BRANCH, as a Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

FIRST-CITIZENS BANK & TRUST COMPANY,
as a Lender

By: ___________________________________
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: ________________________________
Name:
Title:

FLAGSTAR SPECIALTY FINANCE COMPANY, LLC,
a wholly owned subsidiary of Flagstar Bank, N.A., as a
Lender

By: ______________________________________
Name:
Title:

SIEMENS FINANCIAL SERVICES, INC.,
as a Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

WEBSTER BUSINESS CREDIT, A DIVISION OF WEBSTER BANK, N.A., as a Lender

By: ________________________________
Name:
Title:

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: ________________________________
Name:
Title:

ATLANTIC UNION BANK, as a Lender

By: ___________________________
Name:
Title:

APPLE BANK, as a Lender

By: ________________________________
Name:
Title:

EXHIBIT B

Lien Priority Annex

EXHIBIT B

Lien Priority Annex

Priority	**Assets of the Type Constituting DIP Collateral and Prepetition Collateral**
1st	Carve Out
2nd	Prior Permitted Liens
3rd	DIP Liens
4th	Prepetition ABL Adequate Protection Liens
5th	Prepetition ABL Liens
6th	1.5L Notes Adequate Protection Liens
7th	1.5L Notes Liens
8th	McKesson Adequate Protection Liens
9th	McKesson Liens
10th	3L Notes Adequate Protection Liens
11th	3L Notes Liens

EXHIBIT C

Summary of Initial Budget

Rite Aid Corporation, et al
Thirteen-Week Cash Flow Budget

Privileged & Confidential | Subject to FRE 408 | Subject to NDA
DRAFT - Subject to Material Change

Dated: May 6, 2025
($s in MM)

Week #: / *Week-Ending:*	Filing Week 1 10-May-25	Week 2 17-May-25	Week 3 24-May-25	Week 4 31-May-25	Week 5 7-Jun-25	Week 6 14-Jun-25	Week 7 21-Jun-25	Week 8 28-Jun-25	Week 9 5-Jul-25	Week 10 12-Jul-25	Week 11 19-Jul-25	Week 12 26-Jul-25	Week 13 2-Aug-25	13 Week Total
Retail Cash Flow:														
Total Receipts	$ 196.8	$ 186.1	$ 184.8	$ 189.1	$ 173.5	$ 208.6	$ 247.9	$ 203.7	$ 190.9	$ 174.4	$ 148.2	$ 128.4	$ 110.2	$ 2,342.7
Operating Disbursements	(115.5)	(160.6)	(142.7)	(146.1)	(121.8)	(107.5)	(79.8)	(96.2)	(85.3)	(70.8)	(55.7)	(60.1)	(41.6)	(1,283.7)
Non-Operating Disbursements	(10.1)	(5.9)	(6.1)	(6.5)	(21.5)	(6.6)	(6.7)	(7.1)	(6.4)	(8.1)	(6.2)	(5.8)	(4.7)	(101.6)
Total Disbursements	$ (125.6)	$ (166.6)	$ (148.8)	$ (152.6)	$ (143.2)	$ (114.1)	$ (86.5)	$ (103.3)	$ (91.7)	$ (79.0)	$ (61.8)	$ (65.9)	$ (46.3)	$ (1,385.3)
Net Cash Flow	$ 71.2	$ 19.5	$ 36.0	$ 36.5	$ 30.3	$ 94.5	$ 161.5	$ 100.5	$ 99.2	$ 95.5	$ 86.4	$ 62.6	$ 64.0	$ 957.4
Cash Rollforward:														
Retail:														
Beginning Cash	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0
(+/-) Net Cash Flow	71.2	19.5	36.0	36.5	30.3	94.5	161.5	100.5	99.2	95.5	86.4	62.6	64.0	**957.4**
(+/-) Debt Draw / (Paydown)	(71.2)	(19.5)	(36.0)	(36.5)	(30.3)	(94.5)	(161.5)	(100.5)	(99.2)	(95.5)	(86.4)	(62.6)	(64.0)	**(957.4)**
Ending Cash	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0	$ 25.0
Elixir Insurance Company (Non-Debtor):														
Beginning Cash	$ 6.5	$ 6.5	$ 6.4	$ 6.4	$ 6.3	$ 6.2	$ 6.1	$ 6.1	$ 6.0	$ 6.0	$ 5.9	$ 5.9	$ 5.8	$ 6.5
(+/-) Net Cash Flow	(0.0)	(0.1)	(0.0)	(0.1)	(0.0)	(0.1)	(0.0)	(0.1)	(0.0)	(0.1)	(0.0)	(0.1)	-	**(0.6)**
Ending Cash	$ 6.5	$ 6.4	$ 6.4	$ 6.3	$ 6.2	$ 6.1	$ 6.1	$ 6.0	$ 6.0	$ 5.9	$ 5.9	$ 5.8	$ 5.8	$ 5.8
Total Cash	$ 31.5	$ 31.4	$ 31.4	$ 31.3	$ 31.2	$ 31.1	$ 31.1	$ 31.0	$ 31.0	$ 30.9	$ 30.9	$ 30.8	$ 30.8	$ 30.8

EXHIBIT D

Required Milestones

EXHIBIT D

Required Milestones

Each of the following DIP Milestones, Sale Procedures Milestones, and Other Milestones are collectively referred to as the "Required Milestones" and each, individually, as a "Required Milestone".

(a) The Debtors[1] shall achieve each of the following milestones (the "DIP Milestones"), in each case on terms and conditions, and subject to documentation (including, in all cases, forms of all applicable orders) in form and substance acceptable to the DIP Agent and the DIP Co-Collateral Agents in all respects:

(i) On or before May 5, 2025 (the "Petition Date"), the Debtors shall have commenced the Cases.

(ii) On or before May 6, 2025 (i.e., 1 day after the Petition Date), the Debtors shall file a motion with the Court seeking, among other things, approval of the DIP Credit Agreement, the other DIP Loan Documents, and the DIP Facilities.

(iii) On or before May 8, 2025 (i.e., 3 days after the Petition Date), the Court shall have entered the Interim Order authorizing the DIP Facilities on an interim basis.

(iv) On or before June 9, 2025 (i.e., 35 days after the Petition Date), the Court shall have entered the Final Order authorizing the DIP Facilities on a final basis.

(b) The Debtors shall achieve each of the following milestones (the "Sale Procedures Milestones"), in each case on terms and conditions, and subject to documentation (including, in all cases, forms of all applicable orders) in form and substance acceptable to the DIP Agent and the DIP Co-Collateral Agents in all respects:

(i) On or before May 6, 2025 (i.e., 1 day after the Petition Date), the Debtors shall file a motion (such motion, the "Bidding Procedures Motion") requesting an order of the Court approving procedures for a sale, in one or a series of related transactions, of all or substantially all of the business owned and operated by the Debtors (the "Business") as (x) a Specified Retail / Pharmacy Assets Sale (as defined in the DIP Credit Agreement), (y) a Specified Other Assets Sale (as defined in the DIP Credit Agreement), and/or (z) a Specified Retail / Pharmacy Assets Sale and/or a Specified Other Assets Sale (any such sale, a "Business Sale").

(ii) On or before May 6, 2025 (i.e., 1 day after the Petition Date), the Debtors shall file a motion requesting an order of the Court granting the Debtors authority to consummate de minimis asset sale transactions relating to assets with a value of less than $10 million for each applicable transaction (subject to the applicable terms of the DIP Loan

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Interim Order.

Documents), and such order shall be entered by the Court concurrently with the Court's approval of the Bidding Procedures Order (as defined below).

(iii) On or before May 8, 2025 (i.e., 3 days after the Petition Date), the Debtors shall have obtained an order of the Court approving the Bidding Procedures Motion (such order, the "Bidding Procedures Order"), which Bidding Procedures Order shall (x) approve bidding procedures for any Business Sale (including any Specified Other Assets Sale) (the "Bidding Procedures"), and (y) establish a submission deadline of May 13, 2025 at 6:00 a.m. (Eastern time) for the submission of binding bids for any Specified Retail / Pharmacy Assets Sale and a submission deadline of June 12, 2025 at 5:00 p.m. (Eastern time) for the submission of binding bids for any Specified Other Assets Sale.

(c) The Debtors shall achieve each of the following milestones (the "Business Sale Milestones"), in each case on terms and conditions, and subject to documentation (including, in all cases, forms of all applicable orders) in form and substance acceptable to the DIP Agent and the DIP Co-Collateral Agents in all respects:

(i) On or before May 7, 2025 (i.e., 2 days after the Petition Date), the Debtors shall distribute informational packages and solicitations for bids for any Specified Retail / Pharmacy Assets Sale, to parties identified by the Company Advisors (as defined in the DIP Credit Agreement) or any similar consultants reasonably acceptable to the DIP Agent and the DIP Co-Collateral Agents.

(ii) The Debtors shall set a deadline of on or before May 13, 2025 at 6:00 a.m. (Eastern time) (i.e., 8 days after the Petition Date), for the delivery of binding bids for any Specified Retail / Pharmacy Asset(s) (as defined in the DIP Credit Agreement).

(iii) On or before May 13, 2025 at 12:00 p.m. (Eastern time) (i.e., 8 days after the Petition Date), the Debtors shall deliver to the DIP Agent and the DIP Co-Collateral Agents copies of all binding bids received with respect to any Specified Retail / Pharmacy Assets Sale.

(iv) On or before May 14, 2025 (i.e., 9 days after the Petition Date), to the extent the Debtors determine, with the consent of the DIP Agent and the DIP Co-Collateral Agents, that an auction for the Specified Retail / Pharmacy Assets Sale is necessary, the Debtors shall commence an auction for Specified Retail / Pharmacy Assets Sale in accordance with the Bidding Procedures Order (the "Specified Retail / Pharmacy Assets Auction"). At the conclusion of the Specified Retail / Pharmacy Assets Auction, the Debtors shall, in consultation with the DIP Agent and the DIP Co-Collateral Agents, declare "winning bidder(s)" and, if applicable, "back-up bidder(s)" for one or more Specified Retail / Pharmacy Assets Sales.

(v) On or before the date that is the earlier of (i) 3 days after the conclusion of the Specified Retail / Pharmacy Assets Auction and (ii) May 21, 2025, the Debtors shall have delivered to the DIP Agent an updated Approved Budget (as defined in the Interim Order) in form and substance acceptable to the DIP Agent and the Required DIP Co-Collateral Agents.

(vi) On or before the later of (x) May 16, 2025 (i.e., 11 days after the Petition Date) and (y) one day following the conclusion of the Specified Retail / Pharmacy Assets Auction, the Debtors shall file a notice with the Court identifying any assets of the Debtors remaining after the Specified Retail / Pharmacy Asset Sale(s) have closed (the "Specified Other Assets"), which Specified Other Assets are to be sold pursuant to one or more Specified Other Assets Sale(s).

(vii) On or before May 21, 2025 (i.e., 16 days after the Petition Date), the Debtors shall commence a hearing before the Court seeking entry of an order approving one or more Specified Retail / Pharmacy Assets Sales with the "winning bidder(s)" and, if applicable, "back-up bidder(s)" selected in connection with the Specified Retail / Pharmacy Assets Auction (such order, the "Specified Retail / Pharmacy Assets Sale Approval Order"), and on or before May 23, 2025, (i.e., 18 days after the Petition Date), the Debtors shall obtain entry of the Specified Retail / Pharmacy Assets Sale Approval Order. To the extent not previously completed, as promptly as practicable after the entry of the Specified Retail / Pharmacy Assets Sale Approval Order (and in any event within 10 Business Days after the entry of the Specified Retail / Pharmacy Assets Sale Approval Order (or such later date as set forth in the definitive documentation for such Specified Retail / Pharmacy Assets Sale(s) that is in form and substance acceptable to the DIP Agent and the DIP Co-Collateral Agents in all respects)), the Debtors shall coordinate with the applicable buyers in each Specified Retail / Pharmacy Assets Sale to submit any regulatory filings (including Hart-Scott-Rodino filings) or take other applicable action, in each case, that are necessary to obtain all required regulatory or other approvals for such Specified Retail / Pharmacy Assets Sale to be consummated, and the Debtors shall consummate such Specified Retail / Pharmacy Assets Sale as promptly as possible after obtaining such regulatory or other approval.

(viii) On or before May 22, 2025 (i.e., 17 days after the Petition Date), the Debtors shall distribute informational packages and solicitations for bids for any Specified Other Assets Sale, to parties identified by the Company Advisors or any similar consultants reasonably acceptable to the DIP Agent and the DIP Co-Collateral Agents.

(ix) The Debtors shall set a deadline of on or before May 30, 2025 at 5:00 p.m. (Eastern time) (i.e., 25 days after the Petition Date), for the delivery of non-binding indications of interest from all potential purchasers of the Specified Other Assets (as defined in the DIP Credit Agreement). The Debtors shall deliver copies of all indications of interest to the DIP Agent promptly as soon as they are received by the Debtors, but in no event later than May 30, 2025 at 11:59 p.m. (Eastern time).

(x) The Debtors shall set a deadline of on or before June 13, 2025 at 5:00 p.m. (Eastern time) for the delivery of binding bids for any Specified Other Assets.

(xi) The Debtors shall deliver copies of all binding bids with respect to the Specified Other Assets to the DIP Agent and the DIP Co-Collateral Agents promptly as soon as they are received by the Debtors, but in no event later than June 13, 2025 at 11:59 p.m. (Eastern time) (i.e., 39 days after the Petition Date).

(xii) On or before June 20, 2025 (i.e., 46 days after the Petition Date), to the extent the Debtors determine, with the consent of the DIP Agent and the DIP Co-Collateral Agents, that an auction for the Specified Other Assets Sale is necessary, the Debtors shall commence an auction for the Specified Other Assets in accordance with the Bidding Procedures Order (the "Specified Other Assets Auction"). At the conclusion of the Specified Other Assets Auction, the Debtors shall, in consultation with the DIP Agent and the DIP Co-Collateral Agents, declare "winning bidder(s)" and, if applicable, "back-up bidder(s)" for one or more Specified Other Assets Sales.

(xiii) On or before June 25, 2025 (i.e., 51 days after the Petition Date), the Debtors shall commence a hearing before the Court seeking entry of an order approving one or more Specified Other Assets Sales with the "winning bidder(s)" and, if applicable, "back-up bidder(s)" selected in connection with the Specified Other Assets Auction (such order, the "Specified Other Assets Sale Approval Order"), and on or before June 27, 2025, (i.e., 53 days after the Petition Date), the Debtors shall obtain entry of the Specified Other Assets Sale Approval Order. To the extent not previously completed, as promptly as practicable after the entry of the Specified Other Assets Sale Approval Order (and in any event within 10 Business Days after the entry of the Specified Other Assets Sale Approval Order (or such later date as set forth in the definitive documentation for such Specified Other Assets Sale(s) that is in form and substance acceptable to the DIP Agent and the DIP Co-Collateral Agents in all respects)), the Debtors shall coordinate with the applicable buyers in each Specified Other Assets Sale to submit any regulatory filings (including Hart-Scott-Rodino filings) or take other applicable action, in each case, that are necessary to obtain all required regulatory or other approvals for such Specified Other Assets Sale to be consummated.

(xiv) On or before the date that is the earlier of (i) 3 days after the conclusion of the Specified Other Assets Auction and (ii) June 27, 2025, the Debtors shall have delivered to the Administrative Agent and the Co-Collateral Agents an updated Approved Budget (as defined in the Interim Financing Order) in form and substance acceptable to the DIP Agent and the Required DIP Co-Collateral Agents.

(xv) The Debtors shall consummate each Specified Other Assets Sale as promptly as possible after entry of the Specified Other Assets Sale Approval Order; provided, however, that (x) to the extent any Specified Other Assets Sale is subject to any regulatory or other approvals of any Governmental Authority necessary for such Specified Other Assets Sale to be consummated, the Debtors shall consummate such Specified Other Assets Sale as promptly as possible after obtaining such regulatory or other approval, and (y) with respect to any Specified Other Assets Sale for the sale of Real Estate relating to a Store, unless the DIP Agent and the DIP Co-Collateral Agents otherwise consent, such Specified Other Assets Sale shall be consummated as promptly as possible following the completion of the related Store closing sale.

(d) The Debtors shall achieve each of the following milestones (the "Other Milestones"), in each case on terms and conditions, and subject to documentation (including, in all cases, forms of all applicable orders) in form and substance acceptable to the DIP Agent and the DIP Co-Collateral Agents in all respects:

(i) On or before May 6, 2025 (i.e., 1 day after the Petition Date), the Debtors shall file a motion with the Court seeking an order (the "Store Closing Order") approving the Debtors' assumption of the Store Closing Consulting Agreement with the Store Closing Consultant(s) in the form approved by the DIP Agent and the DIP Co-Collateral Agents and entered into prior to the Petition Date (the "Permitted Store Closing Consulting Agreement"), and the conduct of the Store closing sales contemplated thereby (the closing of such Stores, the "Permitted Store Closing Sales").

(ii) On or before May 8, 2025 (i.e., 3 days after the Petition Date), the Court shall have entered the Store Closing Order approving the Debtors' assumption of the Permitted Store Closing Consulting Agreement and the Permitted Store Closing Sales, in each case, on an interim basis.

(iii) On or before June 9, 2025 (i.e., 35 days after the Petition Date), the Court shall have entered the Store Closing Order approving the Debtors' assumption of the Permitted Store Closing Consulting Agreement and the conduct of the Permitted Store Closing Sales, in each case, on a final basis.

(iv) On or before June 9, 2025 (i.e., 35 days after the Petition Date), the Debtors shall have obtained an order from the Court extending the Section 365(d)(4) Outside Date (as defined in the DIP Credit Agreement) to the date this is 210 days after the Petition Date. The term "Section 365(d)(4) Outside Date" means, as of any date of determination, with respect to any Real Estate Lease, the last day of the time period specified in Section 365(d)(4)(A)(i) of the Bankruptcy Code, as such time period may be extended by the Court or by written agreement with the lessor under such Real Estate Lease.