

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

In re:	:	Chapter 11
	:	
ROBERTSHAW US HOLDING CORP., <i>et al.</i> ,	:	Case No. 24-90052 (CML)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	:	

NOTICE OF FILING OF EXECUTED DIP CREDIT AGREEMENT
[Relates to Docket No. 357]

PLEASE TAKE NOTICE that attached hereto as **Exhibit A** is a copy of the executed Senior Secured Super-Priority Debtor-In-Possession Credit Agreement dated as of March 27, 2024.

All documents filed in these Chapter 11 Cases and other relevant case information are available free of charge on the following website maintained by the Debtors' claims, balloting, and noticing agent, Kroll Restructuring Administration LLC, in connection with the Chapter 11 Cases: <https://cases.ra.kroll.com/Robertshaw/>. Copies of any pleadings or papers filed with the Court may also be obtained by visiting the Court's website at <https://ecf.txsb.uscourts.gov> in accordance with the procedures and fees set forth therein.

[Remainder of page left intentionally blank]

¹ The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are as follows: Range Parent, Inc. (7956); Robertshaw US Holding Corp. (1898); Robertshaw Controls Company (9531); Burner Systems International, Inc. (8603); Robertshaw Mexican Holdings LLC (9531); Controles Temex Holdings LLC (9531); Universal Tubular Systems, LLC (8603); and Robertshaw Europe Holdings LLC (8843). The primary mailing address used for each of the foregoing debtors is 1222 Hamilton Parkway, Itasca, Illinois 60143.

Dated: March 28, 2024

Respectfully submitted,

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Counsel for the Debtors and Debtors in Possession

Certificate of Service

I certify that on March 28, 2024, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

Exhibit A

DIP Credit Agreement

***SUBJECT TO FRE 408
PRIVILEGED AND CONFIDENTIAL
Execution Version***

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Dated as of March 27, 2024

Among

RANGE PARENT, INC.,

ROBERTSHAW US HOLDING CORP.,

**THE OTHER BORROWERS
FROM TIME TO TIME PARTY HERETO,**

**THE SUBSIDIARIES OF HOLDINGS
FROM TIME TO TIME PARTY HERETO,**

**THE FINANCIAL INSTITUTIONS AND OTHER PERSONS PARTY HERETO,
as the Lenders,**

and

**DELAWARE TRUST COMPANY,
as Administrative Agent**

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- Exhibit I-4 – Form of U.S. Tax Compliance Certificate (For Foreign Lenders That Are Partnerships
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- Exhibit J – Form of Intercompany Note

SUPER-PRIORITY CREDIT AGREEMENT

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of March 27, 2024 (this “**Agreement**”), by and among ROBERTSHAW US HOLDING CORP., a Delaware corporation (the “**Company**” or the “**Borrower Agent**”), each of the other Subsidiaries party hereto as a borrower (each, a “**Subsidiary Borrower**”), RANGE PARENT, INC. a Delaware corporation (“**Holdings**”), the subsidiaries of Holdings from time to time party hereto as subsidiary guarantors, the Lenders (as defined in Article 1) and Delaware Trust Company, as administrative agent for the Lenders (in their capacities as administrative agent, the “**Administrative Agent**”) and collateral agent for the Lenders (in such capacity, the “**Collateral Agent**”).

RECITALS

WHEREAS, on February 15, 2024 (the “Petition Date”), the Holdings, the Borrowers and certain Domestic Subsidiaries of the Borrowers (collectively, the “Debtors” and, each individually, a “Debtor”) commenced cases (the “Chapter 11 Cases”) under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) and the Debtors have retained possession of their assets and are authorized under the U.S. Bankruptcy Code to continue the operations of their businesses as debtors-in-possession;

WHEREAS, prior to the Petition Date, the Lenders (together with the other Prepetition Lenders (as defined below)) provided financing to the Borrowers pursuant to that certain Super-Priority Credit Agreement, dated as of May 9, 2023, among Holdings, the Borrowers, Acquiom Agency Services LLC and Seaport Loan Products LLC, as Administrative Agent, since replaced by Delaware Trust Company (the “Prepetition Administrative Agent”), and the lenders party thereto from time to time (the “Prepetition Lenders”) (as so amended, and as further amended, restated, supplemented or otherwise modified from time to time through the Petition Date, the “Prepetition Credit Agreement”);

WHEREAS, on the Petition Date, the Prepetition Lenders under the Prepetition Credit Agreement were owed approximately \$372,462,500.33 in outstanding principal balance of Loans (as defined in the Prepetition Credit Agreement) (the “Prepetition Loans”) plus interest, fees, costs and expenses and all other Prepetition Obligations under the Prepetition Credit Agreement;

WHEREAS, the Obligations under and as defined in the Prepetition Credit Agreement are secured by a security interest in substantially all of the existing and after-acquired assets of the Borrowers and the Subsidiary Guarantors (as defined in the Prepetition Credit Agreement) as more fully set forth in the Prepetition Loan Documents, and such security interest is perfected, and, as described in and subject to the terms of the Prepetition Loan Documents subject to certain limited exceptions set forth therein, has priority over other security interests;

WHEREAS, the Borrowers have requested, and, upon the terms set forth in this Agreement, the Lenders have agreed to make available to the Borrowers, a senior secured superpriority debtor-in-possession term loan credit facility in an aggregate principal amount not to exceed \$56.0 million, to be funded on the Closing Date (the “DIP Facility”);

WHEREAS, the proceeds of the DIP Facility shall be used to fund the general corporate purposes and working capital requirements of the Borrowers and its Subsidiaries (including, for the avoidance of doubt, any Foreign Subsidiaries) during the pendency of the Chapter 11 Cases pursuant to and in accordance with the Approved Budget;

WHEREAS, subject to the terms hereof and the DIP Order, the Borrowers and the Guarantors have agreed to secure all of their Obligations under the Loan Documents by granting to the Administrative Agent,

for the benefit of the Administrative Agent and the other Secured Parties, a security interest in and lien upon the Collateral subject to the terms of this Agreement;

WHEREAS, the Borrowers and the Guarantors' business is a mutual and collective enterprise and the Borrowers and the Guarantors believe that the loans and other financial accommodations to the Borrowers under this Agreement will enhance the aggregate borrowing powers of the Borrowers and facilitate the administration of the Chapter 11 Cases and their loan relationship with the Administrative Agent and the Lenders, all to the mutual advantage of the Borrowers and the Guarantors.

WHEREAS, the Borrowers and each Guarantor acknowledges that it will receive substantial direct and indirect benefits by reason of the making of loans and other financial accommodations to the Borrowers as provided in this Agreement;

WHEREAS, the Administrative Agent's and the Lenders' willingness to extend financial accommodations to the Borrowers, and to administer the Borrowers' and the Guarantors' collateral security therefor, on a combined basis as more fully set forth in this Agreement and the other Loan Documents, is done solely as an accommodation to the Borrowers and the Guarantors and at the Borrowers' and the Guarantors' request and in furtherance of the Borrowers' and the Guarantors' mutual and collective enterprise; and

WHEREAS, all capitalized terms used in this Agreement, including in these recitals, shall have the meanings ascribed to them in Section 1.01 below, and, for the purposes of this Agreement and the other Loan Documents, the rules of construction set forth in Section 1.03 shall govern. All Schedules, Exhibits, Annexes, and other attachments hereto, or expressly identified in this Agreement, are incorporated by reference, and taken together with this Agreement, shall constitute a single agreement. These recitals shall be construed as part of this Agreement.

The Lenders are willing to extend such credit hereunder on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

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

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

"Acceptable Plan" shall mean a chapter 11 plan of reorganization or liquidation in the Chapter 11 Cases of the Debtors and the Parent Entities that provides for a Discharge of DIP Obligations and otherwise contains terms and conditions, including as to treatment of Prepetition Indebtedness that are satisfactory to the Required Lenders.

"ACH" means automated clearing house transfers.

"Adequate Protection Superpriority Claims" has the meaning assigned to such term in the DIP Order.

"Adequate Protection Payments" shall have the meaning assigned to such term in the DIP Order.

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

“Administrative Questionnaire” means a form of administrative questionnaire provided by the Administrative Agent from time to time or such other form that is acceptable to the Administrative Agent.

“Adverse Proceeding” means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of Holdings or any of its Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claims), whether pending or, to the knowledge of Holdings or any of its Subsidiaries, threatened in writing against or affecting Holdings or any of its Subsidiaries or any property of Holdings or any of its Subsidiaries.

“Ad Hoc Group of Term Lenders” means each of Bain, Canyon and Eaton Vance (and excluding, for the avoidance of doubt, Invesco).

“Affected Lender” has the meaning set forth in Section 2.24(c).

“Affiliate” means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. No Person shall be an “Affiliate” solely because it is an unrelated portfolio company of a Sponsor and none of the Administrative Agent, any Lender or any of their respective Affiliates shall be considered an Affiliate of Holdings or any Subsidiary thereof.

“Agent Fee Letter” means a letter agreement between the Administrative Agent and the Borrower Agent, dated as of March 27, 2024, relating to certain fees payable to the Administrative Agent (for its own account and the ratable account of the Lenders, as applicable) in connection with this Agreement and the Term Loans.

“Agreement” has the meaning assigned to such term in the preamble hereof.

“Alternate Base Rate” means, for any day, a 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 $\frac{1}{2}$ of 1.00% and (c) Term SOFR for a one month Interest Period on such day (plus the applicable Term SOFR Adjustment) (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%, provided that, however, that if the Alternative Base Rate determined as provided above would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. 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, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.24 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction from time to time concerning or relating to bribery or corruption applicable to Holdings or its Subsidiaries.

“Applicable Percentage” means, with respect to any Lender for any Class, a percentage equal to a fraction the numerator of which is the aggregate outstanding principal amount of the Loans of such Lender and the denominator of which is the aggregate outstanding principal amount of the Loans of all Lenders under the applicable Class.

“Approved Budget” shall mean the Initial Budget for all purposes of this Agreement until superseded by a “Subsequent DIP Budget” in accordance with, and to the extent permitted by, Section 5.19.

“Approved Budget Variance Report” shall have the meaning set forth in Section 5.19.

“Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its activities and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Approved Jurisdiction” means Canada, Cayman Islands, the Netherlands, Australia, New Zealand, United Kingdom and Luxembourg and any other jurisdiction mutually agreed in writing by the Borrower Agent and the Administrative Agent.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.05), and accepted by the Administrative Agent, in the form of Exhibit B or any other form approved by the Administrative Agent and the Borrower Agent.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of the term “Interest Period” pursuant to Section 2.24.

“Backstop Fee” shall have the meaning assigned to such term in Section 2.12(b).

“Backstop Parties” shall mean each of the entities set forth on Schedule 2.12.

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

“Bail-In Legislation” means, 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 for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Banking Services” means each and any of the following bank services provided to Holdings or any Subsidiary (a) under any arrangement that is in effect on the Closing Date between any Borrower and a counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender (as each such term is defined in the ABL Facility Credit Agreement) as of the Closing Date or (b) under any arrangement that is entered into after the Closing Date by Holdings or any Subsidiary with any counterparty: (i) commercial credit cards, (ii) stored value cards, (iii) purchasing cards, (iv) supply chain financings and (v) treasury management services (including, without limitation, controlled disbursement, lockbox, ACH transactions, overdrafts, return items and interstate depository network services).

“Banking Services Obligations” of the Loan Parties means any and all obligations of the Loan Parties, whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), in connection with Banking Services.

“Bankruptcy Code” means Title 11 of the United States Code (11 U.S.C. § 101 *et seq.*), as the same may be, or may have been, amended, modified or supplemented from time to time.

“Bankruptcy Court” shall have the meaning assigned to such term in the recitals of this Agreement.

“Basket” means any amount, threshold or other value permitted or prescribed with respect to any Lien, Indebtedness, disposition, Investment, Restricted Payment, transaction value, judgment or other amount under any provision in this Agreement.

“Benchmark” means initially, the Term SOFR Reference Rate; provided, if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.24.

“Benchmark Replacement” means with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and Borrower Agent giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the relevant Governmental Authority or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by Administrative Agent and Borrower Agent giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the relevant Governmental Authority or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.24 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means a date and time determined by Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

- (1) in the case of clause (1) or clause (2) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the

calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative, non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided, that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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

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

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative of, in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

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

“Benchmark Unavailability Period” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.24 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.24.

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

“Borrower Agent” has the meaning assigned to such term in the preamble to this Agreement.

“Borrowers” means (a) the Borrower Agent, (b) the Subsidiary Borrowers and (c) any Subsidiary that, in accordance with Section 5.12, becomes a party hereto as a Borrower by executing a Joinder Agreement; provided that any Subsidiary that is or has become a Borrower pursuant to such clause (c) may have its status as a Borrower terminated by delivering a notice to the Administrative Agent from the Borrower Agent and such Borrower electing to terminate such Subsidiary’s status as a Borrower; provided that any change in status resulting in a Subsidiary no longer being a Borrower shall not release or terminate any Liens granted to the Administrative Agent by such Subsidiary prior to such change in status.

“Borrowing” means any Loans of the same Type made, converted or continued on the same date and, in the case of SOFR Loans, as to which a single Interest Period is in effect.

“Borrowing Request” means a request by any Borrower (or the Borrower Agent on behalf of such Borrower) for a Borrowing in accordance with Section 2.03 and substantially in the form attached hereto as Exhibit E, as such form, subject to the terms hereof, may from time to time be modified as agreed by the Borrower Agent and the Administrative Agent or such other form as shall be reasonably acceptable to the Administrative Agent.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

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

“Capital Lease” means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person; provided that any lease that is or would be characterized as an operating lease for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the “ASU”) shall continue to be accounted for as an operating lease for purposes of this Agreement (whether or not such operating lease was in effect on such date) notwithstanding the fact that such lease is required in accordance with the ASU (on a prospective or retroactive basis or otherwise) to be treated as a Capital Lease in the financial statements to be delivered pursuant to Section 5.01.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including, without limitation, partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing unless and until any such instruments are so converted or exchanged.

“Captive Insurance Subsidiary” means any Subsidiary of the Borrower Agent that is subject to regulation as an insurance company (or any Subsidiary thereof).

“**Carve Out**” shall have the meaning set forth for the defined term “Carve Out” in the DIP Order.

“**Cash**” means money, currency or a credit balance in any demand or Deposit Account.

“**Cash Collateral**” has the meaning assigned to such term in the DIP Order.

“**Cash Equivalents**” means, as at any date of determination, (a) readily marketable securities (i) issued or directly and unconditionally guaranteed as to interest and principal by the United States government or (ii) issued by any agency of the United States government the obligations of which are backed by the full faith and credit of the United States, in each case maturing within 24 months or less from the date of acquisition; (b) readily marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within not more than 24 months from the date of acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody’s; (c) commercial paper maturing no more than within 12 months after the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody’s (or, if at any time neither Moody’s nor S&P is rating such obligations, an equivalent rating from another Rating Agency); (d) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, or demand deposits, bankers’ acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any domestic or foreign commercial bank having capital and surplus of not less than \$500,000,000 in the case of U.S. banks (or the U.S. dollar equivalent as of the date of determination in the case of non-U.S. banks); (e) shares of any money market mutual fund (i) whose investment guidelines restrict 95% of such fund’s investments to the types of investments referred to in clauses (a) and (b) above, (ii) has net assets of not less than \$250,000,000, and (iii) has the highest rating obtainable from either S&P or Moody’s; (f) marketable tax exempt securities rated A or higher by Moody’s or A+ or higher by S&P, in each case, maturing within one year from the date of acquisition thereof, (g) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks and which are secured by readily marketable direct obligations of the United States government or any agency thereof, (h) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody’s (or, if at any time neither Moody’s nor S&P is rating such obligations, an equivalent rating from another Rating Agency), (i) investment funds investing substantially all of their assets in securities of the types described in clauses (a) through (h) above, and (j) solely with respect to any Captive Insurance Subsidiary, any investment that the Captive Insurance Subsidiary is not prohibited to make in accordance with applicable Requirements of Law. In the case of Investments by any Foreign Subsidiary that is a Subsidiary or Investments made in a country outside the United States, Cash and Cash Equivalents shall also include (x) investments of the type and maturity described in clauses (a) through (i) above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (y) other short-term investments utilized by Foreign Subsidiaries that are Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments described in clauses (a) through (i) of the first sentence of this definition of “Cash Equivalents.”

“**Cash Management Order**” shall mean the Final Order (I) Authorizing 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.

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

“**Change in Law**” means (a) the adoption of any law, rule, regulation or treaty after the Closing Date, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender’s holding company, if any) with any

request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date (other than any such request, guideline or directive to comply with any law, rule, regulation or treaty that was in effect on the Closing Date). For purposes of this definition and Section 2.15, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof; provided that increased costs as a result of any Change in Law pursuant to this clause (x) shall only be reimbursable by the Borrowers to the extent the applicable Lender represents that it is requiring reimbursement therefor from similarly situated borrowers under comparable syndicated credit facilities, and (y) all requests, rules, guidelines, requirements 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 regulatory authorities, in each case pursuant to Basel III, shall in each case described in clauses (x) and (y) above, be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

“Change of Control” means and shall be deemed to have occurred if, at any time after the Closing Date:

- (a) at any time:
 - (i) the Permitted Holder shall at any time not own, in the aggregate, directly or indirectly, beneficially, at least 50% of the aggregate voting power of the outstanding Capital Stock of Holdings; or
 - (ii) (1) any Person (other than a Permitted Holder) or (2) Persons (other than one or more Permitted Holders) constituting a “group” (as such term is used in Section 13(d) and Section 14(d) of the Exchange Act), (y) any employee benefit plan of such Person or “group” and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan or (z) any Parent Company, becomes the “beneficial owner” (as defined in Rules 13(d) 3 and 13(d)-5 under the Exchange Act), directly or indirectly, of Capital Stock representing more than the greater of (x) 35.0% of the total voting power of all of the outstanding voting stock of Holdings and (y) the percentage of the total voting power of all of the outstanding voting stock of Holdings owned, directly or indirectly, beneficially by the Permitted Holders;
- (b) the Borrower Agent ceasing to be directly or indirectly Wholly-Owned Subsidiary of Holdings (or, to the extent permitted pursuant to Section 1.14, Intermediate Holdings).

Notwithstanding the foregoing, in no event shall any transaction contemplated by the RSA constitute a Change of Control hereunder or under any other Loan Document.

“Chapter 11 Cases” shall have the meaning assigned to such term in the recitals of this Agreement.

“Charge” means any charge, expense, cost, accrual, reserve or losses of any kind.

“Closing Date” means March 27, 2024, which was the date on which the conditions specified in Section 4.01 were satisfied (or waived by the Required Lenders).

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

“Collateral” shall have the meaning assigned to the term “DIP Collateral” in the DIP Order.

“Collateral and Guarantee Requirement” shall mean the requirement that (in each case subject to the DIP Order, Section 5.10):

(a) the Obligations shall have been secured by a perfected security interest in the Collateral with the priority required by the DIP Order (subject in all respects to the Carve Out) through the provisions of the DIP Order, to the extent such security interest may be perfected by virtue of the DIP Order or by filings of Uniform Commercial Code financing statements;

(b) on the Closing Date, the Collateral Agent shall have received from each Loan Party, a counterpart of the Pledge and Security Agreement, in each case duly executed and delivered on behalf of such person; and

(c) in the case of any person that becomes a Loan Party after the Closing Date, the Administrative Agent shall have received supplements to the Pledge and Security Agreement and any other documents reasonably requested by the Administrative Agent or the Required Lenders, in the form specified therefor or otherwise reasonably acceptable to the Administrative Agent, in each case, duly executed and delivered on behalf of such Loan Party, that will provide a perfected security interest in the Collateral with the priority required by the DIP Order (subject in all respects to the Carve Out).

provided, however, that the foregoing definition shall not require, and the Loan Documents shall not contain any requirements as to, the creation or perfection of pledges of, security interests in, mortgages on, or the obtaining of title insurance, surveys, abstracts or appraisals or taking other actions with respect to, any Excluded Property.

“Collateral Documents” means the Pledge and Security Agreement, the DIP Order, and each of the security agreements, intellectual property security agreements, pledge agreements and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to Section 5.12.

“Commitment Expiration Date” means the earlier of: (i) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a chapter 7 liquidation or the dismissal of the chapter 11 case of any Debtor, (ii) the closing of any sale of assets pursuant to Section 363 of the U.S. Bankruptcy Code, which when taken together with all other sales of assets since the Closing Date, constitutes a sale of all or substantially all of the assets of the Loan Parties, and (iii) the Plan Consummation Date;

“Commitment Period” means the period commencing on the Closing Date and ending at 5:00 p.m. Central Time on the Commitment Expiration Date.

“Commitments” shall mean with respect to any Lender, such Lender’s Term Loan Commitment.

“Commitment Schedule” means the Schedule attached hereto as Schedule 1.01(a).

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

“Company” has the meaning assigned to such term in the preamble to this Agreement.

“Compliance Certificate” means a Compliance Certificate substantially in the form of Exhibit C.

“Confidential Information” has the meaning assigned to such term in Section 9.13.

“Contractual Obligation” means, as applied to any Person, any provision of any Security issued by that Person or of any material indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“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 Investment Affiliate” means, with respect to Sponsor, any fund or investment vehicle that (i) is organized for the purpose of making debt or equity investments in one or more companies and (ii) is Controlled by, or under common Control with Sponsor. For purposes of this definition “control” means the power to direct or cause the direction of management and policies of a Person, whether through the ownership of voting securities by contracts or otherwise.

“Credit Event” shall have the meaning assigned to such term in Article IV.

“Credit Facility” means the Loans provided to or for the benefit of the Borrowers pursuant to the terms of this Agreement.

“Cured Default” has the meaning set forth in Section 1.03.

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

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, general 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 and affecting the rights of creditors generally.

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

“Default Rate” has the meaning assigned to such term Section 2.13(f).

“Deposit Account” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“Derivative Transaction” means (a) any interest-rate transaction, including any interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap collar and floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange-rate transaction, including any cross-currency interest-rate swap, any forward foreign-exchange contract, any currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Holdings or its subsidiaries shall be a Derivative Transaction.

“DIP Facility” shall have the meaning assigned to such term in the recitals of this Agreement.

“DIP Obligations” shall have the meaning assigned to such term in the DIP Order.

“DIP Order” shall mean the Final Order of the Bankruptcy Court entered in the Chapter 11 Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order is in effect and not vacated or stayed, together with all extensions, modifications and amendments thereto which are satisfactory to the Required Lenders, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur (or guarantee) the Obligations, and grant Liens under this Agreement and the other Loan Documents, as the case may be, provides for the superpriority of the Administrative Agent’s and the Lenders’ claims and authorizes the use of Cash Collateral.

“Discharge of DIP Obligations” shall mean the occurrence of (a) all Commitments shall have been terminated and (b) the principal of and interest on each Loan, all Lender Payments and all other expenses or amounts payable under any Loan Document shall have been paid in full in cash (other than in respect of contingent indemnification and expense reimbursement claims not then due).

“Disclosure Statement” shall mean the related disclosure statement (and all exhibits thereto) with respect to the Acceptable Plan, which shall be reasonably satisfactory to the Required Lenders in all material respects.

“Disclosure Statement Order” shall mean the order of the Bankruptcy Court approving the adequacy of the Disclosure Statement and authorizing solicitation of votes on the Acceptable Plan, which shall be reasonably satisfactory to the Required Lenders in all material respects.

“Direction of the Required Lenders” means a written direction or instruction from Lenders constituting the Required Lenders which may be in the form of an email or other form of written communication and which may come from any Specified Lender Advisor. Any such email or other written communication from a Specified Lender Advisor shall be conclusively presumed to have been authorized by a written direction or instruction from the Required Lenders and such Specified Lender Advisor shall be conclusively presumed to have acted on behalf of and at the written direction or instruction from the Required Lenders (and the Administrative Agent shall be entitled to rely on such presumption). For the avoidance of doubt, with respect to each reference herein to (i) documents, agreements or other matters being “satisfactory,” “acceptable,” “reasonably satisfactory” or “reasonably acceptable” (or any expression of similar import) to the Required Lenders, such determination may be communicated by a Direction of the Required Lenders as contemplated above and/or (ii) any matter requiring the consent or approval of, or a determination by, the Required Lenders, such consent, approval or determination may be communicated by a Direction of the Required Lenders as contemplated above. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any written direction or instruction from the Required Lenders that is purported to be a Direction of the Required Lenders, and the Administrative Agent shall not have any responsibility to independently determine whether such direction has in fact been authorized by the Required Lenders.

“Disqualified Capital Stock” means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (i) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued, (ii) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (a) debt securities or (b) any Capital Stock that would constitute Disqualified Capital Stock, in each case at any time on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued, (iii) contains any repurchase obligation which may come into effect prior to the Termination Date or (iv) provides for the scheduled payments of dividends in Cash on or prior to 91 days following the Latest Maturity Date at the time such

Capital Stock is issued (other than any tax distributions permitted pursuant to Section 6.05(a)(ii)(B)); provided that any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of a change in control, an asset sale, casualty, condemnation or eminent domain or similar event occurring prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that (i) the issuer thereof will not redeem any such Capital Stock pursuant to such provisions on or prior to 91 days following the Latest Maturity Date or (ii) such rights shall be subject to the prior occurrence of the Termination Date.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued to any plan for the benefit of employees or by any such plan to such employees, in each case in the ordinary course of business of Holdings or any Subsidiary, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations and (B) no Capital Stock held by any future, present or former employee, director, officer or consultant (or their respective Affiliates or Immediate Family Members) of Holdings (or any Parent Company or any Subsidiary) shall be considered Disqualified Capital Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

“Disqualified Institutions” means (A) Invesco and (B) those Persons (the list of all such Persons, the **“Disqualified Institutions List”**) that are (i) identified in writing by Sponsor to the Administrative Agent on or prior to March 27, 2024, (ii) competitors of Holdings and its subsidiaries that are identified in writing by Holdings from time to time (which list of competitors may be supplemented in writing by the Borrower Agent after the Closing Date from time to time by means of a written notice to the Administrative Agent), or (iii) Affiliates of such Persons set forth in clauses (i) and (ii) above to the extent such Affiliates are either (a) identified in writing by Holdings or Borrower Agent from time to time by means of a written notice to the Administrative Agent or (b) clearly identifiable solely on the basis of the similarity of such Affiliate’s name; provided, that, to the extent Persons are identified as Disqualified Institutions in writing by the Borrower Agent or Holdings to the Administrative Agent after the Closing Date, the inclusion of such Persons as Disqualified Institutions shall not retroactively apply to prior assignments or participations in respect of any Loan under this Agreement; provided, further, that any bona fide debt fund that is primarily engaged in, or that otherwise advise funds or other investment vehicles that are engaged in, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit and securities in the ordinary course of business and that is an Affiliate of a competitor shall not be (or be permitted to be designated as) a Disqualified Institution. Notwithstanding the foregoing, Holdings and Borrower Agent, by written notice to the Administrative Agent, may from time to time in its sole discretion remove any entity (other than, for the avoidance of doubt, Invesco) from the Disqualified Institutions List (or otherwise modify such list to exclude any particular entity), and such entity removed or excluded from the Disqualified Institutions List shall no longer be a Disqualified Institution for any purpose under this Agreement or any other Loan Document, unless subsequently identified in writing in accordance with this definition. The Borrowers shall deliver the Disqualified Institutions List and any updates, supplements or modifications thereto to the notice address for the Administrative Agent in accordance with Section 9.01 and any such updates, supplements or modifications thereto shall only become effective 3 Business Days after notice of such update, supplement or modification has been delivered to the Administrative Agent in accordance with the terms hereof. In the event the Disqualified Institutions List is not delivered in accordance with the foregoing, it shall be deemed not received and not effective (except with respect to any delivery on or prior to the Closing Date).

“Disqualified Institutions List” has the meaning as set forth in the definition of “Disqualified Institutions.”

“Disqualified Person” has the meaning as set forth in Section 9.05.

“Dollars” or **“\$”** refers to lawful money of the United States of America.

“Domestic Liquidity” shall mean, as of any date, the sum, without duplication of the (a) aggregate Dollar equivalent of all unrestricted cash and Cash Equivalents held by the Borrowers and its Domestic Subsidiaries who are Debtors under the Chapter 11 Cases at such time, and (b) proceeds of the Term Loans. As used herein, the term “unrestricted” as it relates to such cash or Cash Equivalents excludes any such amounts representing deposits, escrows, sinking fund payments or other amounts that are otherwise encumbered (other than pursuant to the Loan Documents or the Prepetition Loan Documents), held in trust, or dedicated for a particular use and/or which would not be characterized as “unrestricted cash” on the financial statements of such entities in accordance with GAAP.

“Domestic Subsidiaries” means all Subsidiaries incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

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

“EEA Member Country” means any member state of the European Union, Iceland, Liechtenstein, and Norway.

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

“Effect” means any effect, change, event, occurrence, development or circumstance.

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

“Eligible Assignee” means (a) a Lender, (b) a commercial bank, insurance company, finance company, financial institution, any fund that invests in loans or any other “accredited investor” (as defined in Regulation D of the Securities Act), (c) any Affiliate of a Lender or (d) an Approved Fund of a Lender; provided that in any event, “Eligible Assignee” shall not include (i) any natural person, (ii) any Disqualified Institution, (iii) [reserved], (iv) Holdings or any Borrower or any Subsidiary thereof or (v) any Sponsor or any of its Affiliates.

“Environmental Claim” means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), which is formally alleged or asserted in writing against Holdings or any of its Subsidiaries by any Governmental Authority or any other Person, with respect to (a) any actual or alleged violation of any Environmental Law; (b) any Release of any Hazardous Material or any actual or alleged Hazardous Materials Activity requiring remedial action under Environmental Law; or (c) any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

“Environmental Laws” means any and all applicable current or future foreign or domestic, federal or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations, or any other requirements of Governmental Authorities and the common law

relating to (a) pollution or protection of the environment, including those relating to any Hazardous Materials Activity; (b) the generation, use, storage, transportation or disposal of Hazardous Materials; or (c) occupational safety and health, industrial hygiene, land use or the protection of human, plant or animal health or welfare.

“Environmental Liability” means any liability under Environmental Laws (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of Holdings or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the clean-up, remediation, corrective action, or abatement of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability of any other person is assumed or imposed with respect to any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

“ERISA Affiliate” means, as applied to any Person, (a) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; or (b) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member.

“ERISA Event” means (a) a “reportable event” within the meaning of Section 4043(c) of ERISA or the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, whether or not waived, (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which could reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (f) the imposition of liability on Holdings, any Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) the withdrawal of Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 or 4205 of ERISA) from any Multiemployer Plan, or the receipt by Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in endangered or critical status under Section 432 of the Code or Section 305 of ERISA, or that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (h) the occurrence of an act or omission which could reasonably be expected to give rise to the imposition on Holdings, any Subsidiaries or any of their respective ERISA Affiliates of fines, penalties, taxes or related Charges under Chapter 43 of the Code or under Section 409, Section 502(c), (i) or (1), or Section 4071 of ERISA in respect of any Pension Plan; (i) the incurrence of liability or the imposition of a Lien on the assets of Holdings or any Subsidiaries pursuant to Section 436 or 430(k) of the Code or pursuant to ERISA with respect to any Pension Plan; or (j) a determination that any Pension Plan is, or is expected to be, considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA.

“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 Article 7.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Excluded Foreign Subsidiary” means (a) any Foreign Subsidiary and (b) any Foreign Holding Company.

“Excluded Property” shall have the meaning assigned to such term in the Pledge and Security Agreement.

“Excluded Subsidiary” means (a) any Domestic Subsidiary to the extent (and only so long as) such Domestic Subsidiary is prohibited by law, regulation, constituent document (to the extent existing on the Closing Date or on the date such Person becomes a Subsidiary and to the extent such prohibition was not created in contemplation of evading a guarantee) or Contractual Obligations (to the extent existing on the Closing Date or on the date such Person becomes a Subsidiary (and not created in contemplation of such Person becoming a Subsidiary or in contemplation of evading a guarantee)) from providing a Loan Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization to provide such Loan Guaranty or where the provision of a Loan Guaranty by such Domestic Subsidiary could reasonably be determined to result in adverse tax consequences as reasonably determined by Holdings; (b) any Immaterial Subsidiary, (c) [reserved], (d) any special purpose entities formed in connection with permitted Factoring Facilities, (e) any Excluded Foreign Subsidiary, and (f) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Required Lenders and Holdings, the burden or cost (including any material adverse tax consequences) of providing a Loan Guaranty or a Lien to secure such Loan Guaranty shall outweigh the benefits to be afforded thereby; provided that, notwithstanding anything to the contrary above, no Subsidiary designated as (i) a Borrower pursuant to the definition of **“Borrower”** or (ii) a Subsidiary Guarantor pursuant to the definition of **“Subsidiary Guarantor”** shall be treated as an Excluded Subsidiary for purposes of the Loan Documents.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to, or required to be withheld or deducted from a payment to, the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of a Borrower or any other Loan Party hereunder, (a) Taxes imposed on (or measured by) such person’s net income (however denominated) or franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, any U.S. federal withholding tax that is imposed on amounts payable to or for the account of such Lender with respect to an interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in a Loan or Commitment (other than pursuant to an assignment request by the Borrowers under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17(a), amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) any tax imposed as a result of such person failure to comply with Section 2.17(e) or (f), and (d) any withholding Tax imposed under FATCA.

“Exit Fee” shall have the meaning assigned to such term in Section 2.12(e).

“Extended Maturity Date” shall have the meaning assigned to such term in Section 2.23.

“Facility” shall mean the DIP Facility.

“Factoring Agent” means a bank, financial institution or other third party which provides financing pursuant to transactions similar to the type described in the definition of “Factoring Facility” in the ordinary course of its business.

“Factoring Facility” means any transaction or series of transactions entered into by any Subsidiary which is not a Loan Party pursuant to which such Subsidiary sells, conveys, assigns or otherwise transfers Supplier Financing Assets to a Factoring Agent in return for the simultaneous payment of a purchase price in immediately available funds; provided that such transaction is on customary market terms as determined in good faith by the board of directors of Holdings or such Subsidiary.

“Fair Market Value” means with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of determination assuming a sale by a willing seller to a willing purchaser dealing at arm’s length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset, as determined in good faith by Holdings or the Borrower Agent.

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

“Federal Funds Effective Rate” means, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three (3) Federal Funds brokers of recognized standing selected by the Administrative Agent (acting at the written direction of the Required Lenders).

“Final Order” shall mean the Final 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 Automatic Stay, and (VI) Related Relief, which shall be in form and substance satisfactory to the Required Lenders.

“Financial Officer” of any Person means the chief financial officer, treasurer, assistant treasurer, vice president of finance or controller of such Person.

“Financial Officer Certification” means, with respect to the financial statements for which such certification is required, the certification of a Financial Officer of Holdings that such financial statements fairly present, in all material respects, in accordance with GAAP, the financial condition of Holdings and its subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

“Fiscal Quarter” means a fiscal quarter of any Fiscal Year, such fiscal quarter ending on the last day of the calendar quarter.

“Fiscal Year” means the fiscal year of Holdings and its Subsidiaries ending on March 31 of each calendar year.

“Flood Hazard Property” means any Mortgaged Property located in an area designated by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area with respect to which flood insurance has been made available under the Flood Insurance Laws.

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

“Floor” means a rate per annum equal to 1.00%.

“Foreign Holding Company” means any Domestic Subsidiary of Holdings that has no material assets other than equity (including any debt instrument treated as equity for U.S. federal income tax purposes) or equity and indebtedness of one or more Foreign Subsidiaries of Holdings that are CFCs or Foreign Holding Companies.

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

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“Funding Account” has the meaning assigned to such term in Section 2.03(v).

“GAAP” means generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, as in effect from time to time, subject to the provisions of Section 1.04. Notwithstanding any other provision contained herein the characterization under GAAP with respect to Capital Leases shall be determined in accordance with the definition of Capital Leases.

“Governmental Authority” means any federal, state, local, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state or locality of the United States, the United States, or a foreign government.

“Governmental Authorization” means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

“Granting Lender” has the meaning assigned to such term in Section 9.05(e).

“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 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 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 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, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness, (e) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) any Lien on any assets of such guarantor securing any Indebtedness of any other Person, whether or not such Indebtedness is assumed by such guarantor (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain such Lien); provided that the term Guarantee shall not

include endorsements for collection or deposit in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

“Guaranteed Obligations” has the meaning assigned to such term in Section 10.01.

“Guarantor Percentage” has the meaning assigned to such term in Section 10.11.

“Hazardous Materials” means any chemical, material, substance or waste, or any constituent thereof, exposure to which is prohibited, limited or regulated by any Environmental Law or any Governmental Authority or which may or could pose a hazard to human health and safety or to the indoor or outdoor environment.

“Hazardous Materials Activity” means any activity that is regulated under Environmental Laws by Holdings or any of its Subsidiaries involving the use, manufacture, possession, storage, holding, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Material, and any corrective action or response action with respect to any of the foregoing.

“Hedge Agreement” shall mean any agreement with respect to any Derivative Transaction between any Borrower or any Subsidiary and any other Person.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under any Hedge Agreement.

“Holdings” has the meaning assigned to such term in the preamble to this Agreement.

“IFRS” means international financial reporting standards and interpretations issued by the International Accounting Standards Board or any successor thereto, as in effect from time to time.

“Immaterial Subsidiary” means, as of any date of determination, any Subsidiary of Holdings (other than a Borrower) (a) having Consolidated Total Assets at the last day of the most recent Test Period in an amount of less than 2.5% of Consolidated Total Assets of Holdings and its Subsidiaries and (b) contributing less than 2.5% to consolidated gross revenues of Holdings and its Subsidiaries, in each case, for the most recently ended Test Period for which financial statements are available; provided that the Consolidated Total Assets (as so determined) and revenue (as so determined) of all Immaterial Subsidiaries shall not exceed 2.5% of Consolidated Total Assets of Holdings and its Subsidiaries or 2.5% of the consolidated gross revenues of Holdings and its Subsidiaries for the relevant Test Period, as the case may be.

“Immediate Family Member” means with respect to any individual, such individual’s child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

“Indebtedness,” as applied to any Person, means, without duplication, (a) all indebtedness for borrowed money; (b) Capitalized Lease Obligations; (c) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet

prepared in accordance with GAAP; (d) any obligation owed for all or any part of the deferred purchase price of property or services (excluding (w) any earn out obligation or purchase price adjustment until such obligation becomes a liability on the balance sheet (excluding any footnotes thereto) in accordance with GAAP and is not paid within 30 days after becoming due and payable, (x) any such obligations incurred under ERISA, (y) trade accounts payable and accrued expenses in the ordinary course of business (including on an intercompany basis) and (z) liabilities associated with customer prepayments and deposits), which purchase price is (i) due more than twelve months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument; (e) all Indebtedness of others secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person; (f) the face amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings; (g) all obligations of such Person in respect of any Disqualified Capital Stock; (h) all net obligations of such Person in respect of any Derivative Transaction, including, without limitation, any Hedge Agreement, whether or not entered into for hedging or speculative purposes; and (i) to the extent not otherwise included above, the Guarantee by such Person of the Indebtedness of another described in clauses (a) through (h) of the foregoing; provided that (i) [reserved] and (ii) the amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered thereby as determined by such Person in good faith. For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer; provided that notwithstanding anything herein to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of FASB Accounting Standards Codification Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder.

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

“Information” has the meaning set forth in Section 3.11(a).

“Initial Budget” shall have the meaning assigned to such term in Section 5.19.

“Intercompany Note” means a promissory note substantially in the form of Exhibit J.

“Interest Charges” has the meaning assigned to such term in Section 9.19.

“Interest Election Request” means a request by the Borrower Agent in the form of Exhibit G hereto or such other form reasonably acceptable to the Administrative Agent to convert or continue a Borrowing in accordance with Section 2.08.

“Interest Payment Date” means (a) with respect to any ABR Loan, the first Business Day of each January, April, July and October and the Maturity Date or the maturity date applicable to such Loan or commitment added pursuant to Section 9.02(c) and (b) with respect to any SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a SOFR Loan with an Interest Period of more than three months’ duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months’ duration been applicable to such Borrowing.

“Interest Period” means (a) with respect to any SOFR Loan, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is three months (in each case, subject to the availability thereof), as the Borrower Agent may elect in its Borrowing Request; 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 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, (iii) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made and (iv) the initial Interest Period with respect to any Term Loan shall commence on the date on which such loans are funded and end on the next Interest Payment Date for the Term Loans and thereafter, each Term Loan shall constitute part of the same Borrowing as the Term Loans. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing

“Interim Order” shall mean the 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 Automatic Stay (VI) Scheduling a Final Hearing and (II) Related Relief, in form and substance satisfactory to the Required Lenders.

“Intermediate Holdings” has the meaning set forth in Section 1.14.

“Inventory” has the meaning assigned to such term in the Pledge and Security Agreement.

“Invesco” means Invesco Ltd., Invesco Senior Secured Management, Inc. and any of their Affiliates (including, without limitation, any funds, accounts or other investment vehicles advised, sub-advised or directly or indirectly managed by any of them).

“Investment” means (a) any purchase or other acquisition by Holdings or any of its Subsidiaries of, or of a beneficial interest in, any of the Securities of any other Person (other than a Borrower or a Subsidiary Guarantor), (b) the acquisition by purchase or otherwise (other than purchases or other acquisitions of inventory, materials, supplies and equipment in the ordinary course of business) of all or a substantial portion of the business, property or fixed assets of any Person or any division or line of business or other business unit of any Person, and (c) any loan, advance (other than (i) advances to current or former employees, officers, directors and consultants of Holdings or their Subsidiaries or any Parent Company for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business and (ii) advances made on an inter-company basis in the ordinary course of business for the purchase of inventory) or capital contribution by Holdings or any of its Subsidiaries to any other Person (other than a Borrower or any Subsidiary Guarantor). Subject to Section 5.10, the amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment, but giving effect to any repayments of principal in the case of Investments in the form of loans and any return of capital or return on Investment in the case of equity Investments (whether as a distribution, dividend, redemption or sale but not in excess of the amount of the initial Investment), but solely to the extent any such return of capital or return on Investment is in the form of cash or Cash Equivalents from internally generated cash of the Person making such payment (and not the proceeds of Indebtedness or the issuance or sale of equity interests).

“IRS” means the United States Internal Revenue Service.

“Joinder Agreement” has the meaning assigned to such term in Section 5.12(a).

“Junior Indebtedness” means (i) any Subordinated Indebtedness, (ii) any Indebtedness secured by Liens junior to the Lien of the Administrative Agent with respect to the Collateral and (iii) any Indebtedness that is unsecured; provided, that Factoring Facilities and Supplier Financing Facilities shall not constitute Junior Indebtedness.

“Latest Maturity Date” means, as of any date of determination, the latest maturity or expiration date applicable to any Loan or commitment hereunder at such time, including the latest maturity or expiration date of any Term Loan.

“Lender Payments” has the meaning assigned to such term in Section 2.12(e).

“Lenders” means the Persons from time to time party hereto as lenders in respect of any Loans or Commitments.

“Lien” means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement or right of way burdening the subject real property or other encumbrance on title to real property, and any Capital Lease having substantially the same economic effect as any of the foregoing), in each case, in the nature of security; provided that in no event shall an operating lease in and of itself be deemed a Lien.

“Loan” means any Term Loan.

“Loan Documents” means this Agreement, any Promissory Notes issued pursuant to the Agreement, the Collateral Documents, any Joinder Agreements and the DIP Order. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto.

“Loan Guarantor” means (i) Holdings, (ii) each Subsidiary Guarantor, and (iii) each Borrower except with respect to its own Obligations hereunder. Notwithstanding anything else included herein, in no event will the Loan Guarantors include any Foreign Subsidiary to the extent that the provision of a Guarantee from such person could reasonably be expected to result in material and adverse tax consequences to Holdings and its Subsidiaries

“Loan Guarantee” means Article 10 of this Agreement.

“Loan Installment Date” has the meaning assigned to such term in Section 2.10(a).

“Loan Parties” means Holdings, each Borrower, each Subsidiary Guarantor and any other Person who becomes a party to this Agreement as a Loan Party pursuant to a Joinder Agreement, and their respective successors and assigns.

“Management Investors” means the officers, directors, employees and other members of the management of Holdings and its Subsidiaries.

“Maquiladoras Investments” means the Investments by Loan Parties in Controles Latinoamericanos, S de RL de C.V. and Controles Temex S de RL de CV to pay for such entities’ operating costs and expenses and certain related fees and expenses.

“Margin Stock” shall have the meaning assigned to such term in Regulation U.

“Material Adverse Effect” means a material adverse effect on (i) the business, property, operations, financial condition, performance, contingent liabilities, material agreements or prospects of Holdings and its

Subsidiaries, taken as a whole (excluding the filing of the Chapter 11 Cases, the events and conditions related and/or leading up thereto as disclosed in such declaration and the effects thereof and any action required to be taken under the Loan Documents or under the DIP Orders), (ii) the validity or enforceability of any of the Loan Documents or the rights and remedies (taken as a whole) of the Administrative Agent and the Lenders under the applicable Loan Documents, or (iii) the ability of the Borrower Agent and the Loan Guarantors (taken as a whole) to perform their payment obligations under the Loan Documents or (iii) any material portion of the Collateral or the Administrative Agent's liens on any material portion of the Collateral.

“Material Indebtedness” means Indebtedness (other than Indebtedness referred to in Section 7.01(a)) with an aggregate principal amount exceeding the Threshold Amount but excluding Indebtedness under the Loan Documents and/or the Prepetition Loan Documents.

“Material Intellectual Property” shall mean any and all intellectual property, whether protected, created or arising now or in the future under the laws of the United States, now or hereafter owned by a Loan Party, including: patents, copyrights, trademarks, brand names, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), plans, specifications and schematics, all engineering drawings, customer lists, processes, product designs, industrial designs, blueprints, drawings, databases and compilations of data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, and literature, and any other forms of proprietary information of any kind, including all rights therein and all applications for registration (except for trademark applications based on intent to use) or registrations thereof, and all rights to bring any causes of action for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, in each case, that is individually or in the aggregate material to the operation of the business of the Borrowers and the Subsidiaries.

“Maturity Date” shall mean the earliest of (i) the date that is six (6) months after the Closing Date, as such date may be extended a further six (6) months at the election of the Required Lenders pursuant to Section 2.24, (ii) the date on which all Loans are accelerated and all unfunded Commitments (if any) have been terminated in accordance with this Agreement, by operation of law or otherwise, (iii) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a chapter 7 liquidation or the dismissal of the chapter 11 case of any Debtor, (iv) the closing of any sale of assets pursuant to Section 363 of the U.S. Bankruptcy Code, which when taken together with all other sales of assets since the Closing Date, constitutes a sale of all or substantially all of the assets of the Loan Parties and (v) the Plan Consummation Date.

“Maximum Liability” has the meaning assigned to such term in Section 10.10.

“Maximum Rate” has the meaning assigned to such term in Section 9.19.

“Milestones” shall have the meaning assigned to such term in Section 5.17.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Mortgaged Properties” means, initially, the fee owned Real Estate Assets of the Loan Parties specified on Schedule 1.01(b), and shall include each other parcel of real property and improvements thereto with respect to which a Mortgage is required to be granted pursuant to Section 5.12.

“Mortgages” means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, on fee owned real property of a Loan Party with respect to which such security instrument is required hereunder.

“Multiemployer Plan” means any “multiemployer plan” as defined in Section 3(37) of ERISA and subject to Title IV of ERISA, to which Holdings, any of its Subsidiaries or any of their respective ERISA

Affiliates makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions, or with respect to which Holdings, any of its Subsidiaries or any of their respective ERISA Affiliates has any ongoing obligation.

“Net Insurance/Condemnation Proceeds” means an amount equal to: (a) any Cash payments or proceeds (including Cash Equivalents) received by Holdings or its Subsidiaries (x) under any casualty insurance policy in respect of a covered loss thereunder of any assets of Holdings or its Subsidiaries or (y) as a result of the taking of any assets of Holdings or its Subsidiaries by any Person pursuant to the power of eminent domain, condemnation or otherwise, or pursuant to a sale of any such assets to a purchaser with such power under threat of such a taking, minus (b) (i) any actual out-of-pocket costs incurred by Holdings or any Subsidiaries in connection with the adjustment, settlement or collection of any claims of Holdings or such Subsidiary in respect thereof, (ii) payment of the outstanding principal amount of, premium or penalty, if any, and interest on any Indebtedness (other than the Loans) that is secured by a Lien on the assets in question and that is required to be repaid under the terms thereof as a result of such loss, taking or sale, (iii) [reserved], (iv) in the case of a taking, the reasonable out-of-pocket costs of putting any affected property in a safe and secure position, (v) any selling costs and out-of-pocket expenses (including accounting and investment banking fees, payments made in order to obtain a necessary consent or required by any Requirement of Law, reasonable broker’s fees or commissions, legal fees, title insurance premiums paid in connection therewith, survey costs and mortgage recording tax paid in connection therewith, the pro rata portion of the Net Insurance/Condemnation Proceeds thereof attributable to minority interests in the Subsidiary receiving the same and not available for distribution to or for the account of Holdings or a Subsidiary on account thereof, costs and expenses in connection with unwinding any Hedging Obligation in connection therewith, transfer and similar taxes and Holdings’ good faith estimate of income taxes paid or payable as a result thereof) in connection with any sale of such assets as referred to in clause (a)(y) of this definition, and (vi) any amounts provided as a reserve, in accordance with GAAP, against any liabilities under any indemnification obligations or purchase price adjustments associated with any sale of such assets as referred to in clause (a)(y) of this definition (provided that to the extent and at the time any such amounts are released from such reserve (other than in connection with a payment in respect of any such liability), such amounts shall constitute Net Insurance/Condemnation Proceeds).

“Net Proceeds” means (a) with respect to any asset sale, the Cash proceeds (including Cash Equivalents and Cash proceeds subsequently received (as and when received) in respect of noncash consideration initially received), net of (i) selling costs and out-of-pocket expenses (including accounting and investment banking fees, payments made in order to obtain a necessary consent or required by any Requirement of Law, reasonable broker’s fees or commissions, legal fees, title insurance premiums paid in connection therewith, survey costs and mortgage recording tax paid in connection therewith, the pro rata portion of the Net Proceeds thereof attributable to minority interests in the Subsidiary receiving the same and not available for distribution to or for the account of Holdings or a Subsidiary on account thereof, costs and expenses in connection with unwinding any Hedging Obligation in connection therewith, transfer and similar taxes and Holdings’ good faith estimate of income taxes paid or payable as a result thereof) in connection with such sale, (ii) amounts provided as a reserve, in accordance with GAAP, against any liabilities under any indemnification obligations or purchase price adjustment associated with such asset sale (provided that to the extent and at the time any such amounts are released from such reserve (other than in connection with a payment in respect of any such liability), such amounts shall constitute Net Proceeds), (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by the asset sold in such asset sale and which is required to be repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such asset), (iv) Cash escrows (until released from escrow to Holdings or any of their Subsidiaries) from the sale price for such asset sale, and (v) [reserved]; (b) with respect to any issuance or incurrence of Indebtedness or any Sale and Lease-Back Transaction, the Cash proceeds thereof, net of all taxes paid or reasonably estimated to be payable and customary fees, commissions, investment banking fees, attorneys’ fees, accountants’ fees, underwriting fees, costs, underwriting discounts and other expenses incurred in connection therewith.

“Narrative Report” means, with respect to the financial statements for which such narrative report is required, a customary narrative report describing the operations of Holdings and its Subsidiaries in the form prepared for presentation to senior management thereof for the applicable Fiscal Year or Fiscal Quarter.

“Non-Appealable Status Date” shall mean the earlier to occur of (i) the occurrence of any final appeal deadline (which such date shall pass without an appeal) and (ii) the entry of a non-appealable determination, in each case, in connection with the determination of the Bankruptcy Court that the Ad Hoc Group of Term Lenders constitutes “Required Lenders” under and as defined in the Prepetition Credit Agreement.

“Non-Consenting Lender” has the meaning assigned to such term in Section 2.19(b).

“Non-Paying Guarantor” has the meaning assigned to such term in Section 10.11.

“Obligated Party” has the meaning assigned to such term in Section 10.02.

“Obligations” means all unpaid principal of and accrued and unpaid interest (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, all accrued and unpaid fees and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of any Loan Party to the Lenders or to any Lender, the Administrative Agent or any indemnified party arising under the Loan Documents in respect of any Loan, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

“Organizational Documents” means (a) with respect to any corporation, its certificate or articles of incorporation or organization, as amended, and its by-laws, (b) with respect to any limited partnership, its certificate of limited partnership, and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, and (d) with respect to any limited liability company, its articles of organization, its articles of association or certificate of formation, and its operating agreement (if any). In the event any term or condition of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such “Organizational Document” shall only be to a document of a type customarily certified by such governmental official.

“Other Connection Taxes” means, with respect to any Lender or Administrative Agent, 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 (and that would not have existed but for) such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to or enforced any Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or other similar Taxes arising from any payment made hereunder or under any other Loan Document, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, but not including, for the avoidance of doubt, Excluded Taxes and Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19(b)).

“Parent Company” means (a) the Ultimate Parent, (b) Holdings, (c) Intermediate Holdings, and (d) any other Person, in each case, of which the Borrower Agent is a direct or indirect Wholly-Owned Subsidiary.

“Participant” has the meaning assigned to such term in Section 9.05(c).

“Participant Register” has the meaning assigned to such term in Section 9.05(c).

“Paying Guarantor” has the meaning assigned to such term in Section 10.11.

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

“Pension Plan” means any employee pension benefit plan, as defined in Section 3(2) of ERISA (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 Holdings or any Subsidiaries, or any of their respective ERISA Affiliates, 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.

“Periodic Term SOFR Determination Date” has the meaning set forth in the definition of the term “Term SOFR”.

“Permitted Holders” means (a) the Sponsor, (b) the Management Investors, (c) any Permitted Transferee, (d) the members of Range Investor Holdings, LLC as of the Closing Date (so long as the Capital Stock held by such members is limited to Capital Stock in a Controlled Investment Affiliate of the Sponsor) and (e) any Persons with which the other Persons described in clauses (a), (b), (c) and (d) form a “group” (within the meaning of the federal securities laws) so long as in the case of this clause (e), such other Persons described in this clause (e) beneficially own more than 50.0% of the relevant voting stock beneficially owned by the group.

“Permitted Liens” means each Lien permitted pursuant to Section 6.02.

“Permitted Transferee” means (a) in the case of the Sponsor, (i) any Sponsor Associate, (ii) the Immediate Family Member of any Sponsor Associate and (iii) any trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Sponsor Associate, his or her spouse or former spouse, parents, siblings, members of his or her immediate family (including adopted children and step-children) and/or direct lineal descendants; and (b) in the case of any Management Investor, (i) his or her executor, administrator, testamentary trustee, legatee or beneficiaries, (ii) the Immediate Family Member of any Management Investor or (iii) a trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, include only a Management Investor and his or her spouse or former spouse, parents, siblings, members of his or her immediate family (including adopted children) and/or direct lineal descendants.

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

“Petition Date” shall have the meaning assigned to such term in the recitals of this Agreement.

“PIK Interest” has the meaning assigned to such term in Section 2.13(a).

“Plan Consummation Date” shall mean the date of the substantial consummation (as defined in Section 1101 of the U.S. Bankruptcy Code) of a chapter 11 plan of reorganization, which, for purposes of this Agreement, shall be no later than the effective date of a chapter 11 plan of reorganization that is confirmed pursuant to an order of the Bankruptcy Court.

“Pledge and Security Agreement” shall mean the Debtor-in-Possession Pledge and Security Agreement, dated as of the Closing Date, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, among Holdings, the Borrowers, each Subsidiary Guarantor and the Collateral Agent.

“Prepetition” shall mean the time period ending immediately prior to the filing of the Chapter 11 Cases.

“Prepetition Administrative Agent” shall have the meaning assigned to such term in the recitals of this Agreement.

“Prepetition Agents” shall mean the Prepetition Administrative Agent and the Prepetition Collateral Agent.

“Prepetition Credit Agreement” shall have the meaning assigned to such term in the recitals of this Agreement.

“Prepetition Collateral” shall have the meaning assigned to such term in the DIP Order.

“Prepetition Collateral Agent” shall mean Delaware Trust Company, in its capacity as collateral agent under the Prepetition Credit Agreement.

“Prepetition Indebtedness” shall mean all Indebtedness of the Loan Parties outstanding on the Petition Date immediately prior to the filing of the Chapter 11 Cases, other than Indebtedness under the Prepetition Credit Agreement.

“Prepetition Lenders” shall have the meaning assigned to such term in the recitals of this Agreement.

“Prepetition Loans” shall have the meaning assigned to such term in the recitals of this Agreement.

“Prepetition Loan Documents” shall mean the “Loan Documents” as defined in the Prepetition Credit Agreement.

“Prepetition Obligations” shall mean the “Obligations” as defined in the Prepetition Credit Agreement.

“Prepayment Asset Sale” means an sale or disposition by Holdings or its Subsidiaries made pursuant to Section 6.08(h).

“Primary Obligor” has the meaning set forth in the definition of “Guarantee”.

“Prime Rate” means the rate of interest published by the Wall Street Journal (or comparable publication or service for publishing the “prime rate”) from time to time as its prime lending rate, the Prime Rate to change when and as such prime lending rate changes. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer by the Administrative Agent, which may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

“Pro Forma Basis” or **“pro forma effect”** means, with respect to compliance with any test or covenant or calculation of any ratio hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Subject Transactions) in accordance with Section 1.08.

“Promissory Note” means a promissory note of the Borrowers payable to any Lender or its registered assigns, in substantially the form of Exhibit F hereto, evidencing the aggregate Indebtedness of the Borrowers to such Lender resulting from the Loans made by such Lender.

“Qualified Capital Stock” of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

“Rating Agencies” means Moody’s and S&P, or if Moody’s or S&P (or both) does not make a rating on the relevant obligations publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Borrower Agent and reasonably acceptable to the Administrative Agent that will be substituted for Moody’s or S&P (or both), as the case may be.

“Real Estate Asset” means, at any time of determination, any interest (fee, leasehold or otherwise) in real property located in the United States then owned by any Loan Party.

“Recipient” means the Administrative Agent and any Lender.

“Register” has the meaning assigned to such term in Section 9.05(b)(iv).

“Regulation T” means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Regulation U” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Regulation X” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and Approved Funds and their respective investment advisors, directors, officers, trustees, employees, agents, controlling persons, members, representatives and advisors of such Person, such Person’s Affiliates and Approved Funds.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

“Reporting Date” has the meaning assigned thereto in Section 5.19(b).

“Required Lenders” means, at any time, Lenders having Loans representing more than 50.0% of the sum of the total Term Loans at such time.

“Requirements of Law” means, with respect to any Person, collectively, the common law and all federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer” of any Person means the chief executive officer, the president, any vice president, the chief operating officer or any Financial Officer of such Person and any other officer or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the Closing Date (but subject to the express requirements set forth in Article 4), shall include any secretary or assistant secretary of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payment” means (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of any RP Restricted Party now or hereafter outstanding, except a dividend payable solely in shares of that class of the Capital Stock to the holders of that class; (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of any shares of any class of the Capital Stock of any RP Restricted Party now or hereafter outstanding and (c) any payment made to retire, or to obtain

the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Capital Stock of any RP Restricted Party now or hereafter outstanding.

“RP Restricted Party” has the meaning assigned to such term in Section 6.05(a).

“RSA” means that certain Restructuring Support Agreement, dated as of February 14, 2024 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time) between the Company Parties, the Sponsor and the Consenting Lenders (each as defined in the RSA).

“S&P” means Standard & Poor’s Ratings Service, a division of the McGraw-Hill Companies, Inc., and any successor to its rating agency business.

“Sale” has the meaning assigned to such term in the DIP Order.

“Sale and Lease-Back Transaction” has the meaning assigned to such term in Section 6.10.

“Sanctioned Country” means a country, region or territory which is itself the subject or target of any comprehensive Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, and Syria).

“Sanctioned Person” means (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state (b) any Person organized or ordinarily resident in a Sanctioned Country or (c) any Person 50% or more owned individually or in the aggregate by any such Person or Persons described in the foregoing clauses (a) or (b).

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or His Majesty’s Treasury of the United Kingdom.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of its functions.

“Secured Obligations” has the meaning assigned to such term in the Pledge and Security Agreement.

“Secured Parties” has the meaning assigned to such term in the Pledge and Security Agreement.

“Securities” means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; provided that “Securities” shall not include any earnout agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

“Securities Act” means the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Loan” means a Term Loan bearing interest at a rate determined by reference to Term SOFR.

“SPC” has the meaning assigned to such term in Section 9.05(e).

“Specified Financial Deliverables” means the financial deliverables set forth on Schedule 5.01.

“Specified Lender Advisors” means (a) Gibson, Dunn & Crutcher LLP, as legal counsel to the Lenders and (b) Houlihan Lokey, as financial advisor to the Lenders; provided, that in the event the Required Lenders determine, in consultation with the Borrower Agent, to replace such legal and/or financial advisor, the Required Lenders shall designate the replacement in writing (which may be by a Direction of the Required Lenders) to the Administrative Agent and the Borrower Agent and from and after the date such replacement advisor is designated, such replacement advisor shall constitute a Specified Lender Advisor for all purposes hereunder and the replaced advisor shall no longer constitute a Specified Lender Advisor hereunder.

“Sponsor” means One Rock Capital Partners, LLC, a Delaware limited liability company, and each of its Controlled Investment Affiliates.

“Sponsor Associate” means any managing director, general partner, limited partner, director, officer or employee of the Sponsor.

“Subject Transaction” means, with respect to any period, (a) the Transactions, (b) [reserved], (c) any disposition of all or substantially all of the assets or stock of a subsidiary (or any business unit, line of business or division of any Borrower or a Subsidiary) permitted by this Agreement, (d) [reserved] in accordance with Section 5.10 hereof or (e) any other event to the extent that, by the terms of the Loan Documents, the occurrence of such event requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a Pro Forma Basis.

“Subordinated Indebtedness” means any Indebtedness of Holdings or any Subsidiaries that is expressly subordinated in right of payment to the Obligations.

“subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which (i) more than 50.0% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof, or (ii) more than 50.0% of the total ownership of shares of stock or other ownership interests thereof, in either case, is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof; provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a “qualifying share” of the former Person shall be deemed to be outstanding.

“Subsidiary” means any subsidiary of Holdings.

“Subsidiary Borrower” has the meaning assigned to such term in the preamble to this Agreement.

“Subsidiary Guarantor” means (x) on the Closing Date, each Subsidiary of the Borrower Agent (other than (i) the Subsidiary Borrowers (except to the extent comprising a Loan Guarantor by operation of clause (iii) of the definition thereof) or (ii) any Excluded Subsidiary) and (y) thereafter, each Subsidiary that thereafter guarantees the Secured Obligations pursuant to the terms of this Agreement (which, for the avoidance of doubt, shall not include any Subsidiary that is an Excluded Subsidiary), in each case, until such time as the

respective Subsidiary is released from its obligations under the Loan Guarantee in accordance with the terms and provisions hereof. For the avoidance of doubt, the Borrower Agent, in its sole discretion, may cause any Subsidiary organized in an Approved Jurisdiction that is not a Loan Guarantor to Guarantee the Secured Obligations by causing such Subsidiary to execute a Joinder Agreement, and any such Subsidiary shall be a Loan Guarantor, Loan Party and Subsidiary Guarantor hereunder for all purposes.

“Supplier Financing Assets” shall mean (a) any accounts receivable owed to a Subsidiary subject to a Supplier Financing Facility or a Factoring Facility and the proceeds thereof and (b) all collateral securing such accounts receivable, all contracts and contract rights, guarantees or other obligations in respect of such accounts receivable, all records with respect to such accounts receivable and any other assets customarily transferred together with accounts receivable in connection with a non-recourse accounts receivable factoring arrangement and which are sold, conveyed, assigned or otherwise transferred or pledged in connection with a Supplier Financing Facility or a Factoring Facility.

“Supplier Financing Facility” means an agreement between Holdings or a Subsidiary and a commercial bank that is entered into at the request of a customer of Holdings or a Subsidiary, pursuant to which (a) such Subsidiary, as applicable, agrees to sell to such commercial bank accounts receivable owing by such customer, together with Supplier Financing Assets related thereto, at a maximum discount, for each such account receivable, not to exceed 5.0% of the face value thereof, and (b) the obligations of the Subsidiary, as applicable, thereunder are non-recourse (except for customary representations, warranties, covenants, and indemnities made in connection with such facilities) to Holdings and such Subsidiary.

“Taxes” means all present and future taxes, levies, imposts, duties, deductions, assessments, fees, withholdings (including backup withholding) or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Tax Group” has the meaning to such term in Section 6.05(a)(ii)(B).

“Termination Date” has the meaning assigned to such term in the lead-in to Article 5.

“Term Loans” means the Loans advanced under the Term Loan Commitment.

“Term Loan Commitment” shall mean, with respect to each Lender, the commitment of such Lender to make Term Loans hereunder. The amount of each Lender’s Term Loan Commitment as of the Closing Date is set forth on Schedule 2.01. The aggregate amount of the Term Loan Commitments as of the Closing Date is \$56,000,000 (which total, for the avoidance of doubt, does not include the Backstop Fee, payable in kind pursuant to the terms of this Agreement).

“Term SOFR” means, for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day.

“Term SOFR Adjustment” means, for any calculation with respect to any SOFR Loan, a percentage equal to 0.10% per annum.

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

“Term SOFR Reference Rate” means the forward-looking term rate based on SOFR.

“Test Period” means a period of four consecutive Fiscal Quarters.

“Testing Date” has the meaning assigned to such term in Section 6.22.

“Threshold Amount” means \$2,000,000.

“Transaction Costs” means fees, premiums, expenses and other transaction costs (including original issue discount) payable or otherwise borne by Holdings or its Subsidiaries in connection with the Transactions and the transactions contemplated thereby.

“Transactions” means, collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the making of the Borrowing of Term Loans hereunder, (b) the creation of Liens pursuant to the DIP Order, (c) the Chapter 11 Cases, (d) [reserved], (e) [reserved], and (f) the payment of the Transaction Costs.

“Treasury Capital Stock” has the meaning set forth in Section 6.05(a)(ix).

“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 to the Term SOFR or the Alternate Base Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the creation or perfection of security interests.

“Ultimate Parent” means Range Parent, Inc., a Delaware corporation.

“Unrestricted Cash Amount” means, as of any date of determination, the amount of (a) unrestricted Cash and Cash Equivalents of Holdings and its Subsidiaries, whether or not held in an account pledged to the Administrative Agent and (b) Cash and Cash Equivalents restricted in favor of the Facility (which may also include Cash and Cash Equivalents securing other Indebtedness secured by a pari passu or junior Lien on the Collateral along with the Credit Facility). **“USA PATRIOT Act”** means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Wholly-Owned Subsidiary” of any Person means a subsidiary of such Person, 100.0% of the Capital Stock of which (other than directors’ qualifying shares or shares required by law to be owned by a resident of that jurisdiction) shall be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

“Withholding Agent” means any Loan Party and the Administrative Agent.

“Write-Down and Conversion Powers” means, 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.

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a “SOFR Loan”).

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.” 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, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications set forth herein), (b) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (d) 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, (e) 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, (f) 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” mean “to but excluding” and the word “through” means “to and including,” (g) 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, (h) the term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form, and (i) the word “or” is not intended to be exclusive unless expressly indicated otherwise or unless the context otherwise requires. With respect to any Default or Event of Default, the words “exists,” “is continuing” or similar expressions with respect thereto shall mean that the Default or Event of Default has occurred and has not yet been cured or waived. If any Default or Event of Default occurs due to (i) the failure by any Loan Party to take any action by a specified time, such Default or Event of Default shall be deemed to have been cured at the time, if any, that the applicable Loan Party takes such action or (ii) the taking of any action by any Loan Party that is not then permitted by the terms of this Agreement or any other Loan Document, such Default or Event of Default shall be deemed to be cured on the earlier to occur of (x) the date on which such action would be permitted at such time to be taken under this Agreement and the other Loan Documents and (y) the date on which such action is unwound or otherwise modified to the extent necessary for such revised action to be permitted at such time by this Agreement and the other Loan Documents. If any Default or Event of Default occurs that is subsequently cured (a **“Cure Default”**), any other Default or Event of Default resulting from the making or deemed making of any representation or warranty by any Loan Party, the failure to provide timely notice thereof or the taking of any action by any Loan Party or any Subsidiary of any Loan Party, in each case which subsequent Default or Event of Default would not have arisen solely had the Cured Default not occurred, shall be deemed to be cured automatically upon, and simultaneous with, the Cured Default.

Section 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with GAAP as in effect from time to time and shall be construed and interpreted in accordance with GAAP, as in effect on the Closing Date unless otherwise agreed to by the Borrower Agent and the Required Lenders; provided that if the Borrower Agent notifies the Administrative Agent that the Borrower Agent 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 (including the conversion to IFRS as described below) on the operation of such provision (or if the Administrative Agent notifies the Borrower Agent 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 if an amendment is requested by the Borrower Agent or the Required Lenders, then the Borrower Agent, the Lenders and the Administrative Agent shall negotiate in good faith to enter into an amendment of such affected provisions (without the payment of any amendment or similar fees to the Lenders) to preserve the original intent thereof in light of such change in GAAP or the application thereof subject to the approval of the Required Lenders (not to be unreasonably withheld, conditioned or delayed); 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 Holdings 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. If the Borrower Agent or Holdings notifies the Administrative Agent that it is required to report under IFRS or has elected to do so through an early adoption policy or otherwise, (i) any calculation or determination in this Agreement that requires the application of GAAP for periods that include Fiscal Quarters ended prior to such election shall remain as previously calculated or determined in accordance with GAAP and (ii) upon the execution of an amendment hereof in accordance herewith to accommodate such change as contemplated above, “GAAP” means international financial reporting standards pursuant to IFRS (provided that after such conversion, neither the Borrower Agent nor Holdings can elect to report under GAAP). Notwithstanding anything to the contrary in this Agreement, or any other Loan Documents, nothing in this Agreement or any Loan Document shall be construed to prohibit any transactions specified in, or contemplated by, the Sale, the Initial Budget or any other Approved Budget, and consummation of the Sale, any transaction in the Initial Budget or the Approved Budget shall not be deemed to cause any Default or Event of Default under this Agreement or any other Loan Document.

Section 1.05 Effectuation of Transactions. Each of the representations and warranties of the Loan Parties contained in this Agreement (and all corresponding definitions) are made after giving effect to the Transactions, unless the context otherwise requires.

Section 1.06 Timing of Payment of Performance. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

Section 1.07 Reserved.

Section 1.08 [Reserved].

Section 1.09 Cashless Settlement. Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a 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 Agent, the Administrative Agent and such Lender.

Section 1.10 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Central Time (daylight or standard, as applicable).

Section 1.11 Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.12 Currency Generally. The Borrower Agent shall determine in good faith the Dollar equivalent amount of any utilization or other measurement denominated in a currency other than Dollars for purposes of compliance with any Basket. For purposes of determining compliance with, or utilization of, any Basket with respect to any amount expressed in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Basket utilization occurs or other Basket measurement is made (so long as such Basket utilization or other measurement, at the time incurred, made or acquired, was permitted hereunder). Except with respect to any ratio calculated under any Basket, any subsequent change in rates of currency exchange with respect to any prior utilization or other measurement of a Basket previously made in reliance on such Basket (as the same may have been reallocated in accordance with this Agreement) shall be disregarded for purposes of determining any unutilized portion under such Basket.

Section 1.13 Certifications. All certifications to be made hereunder by an officer or representative of a Loan Party shall be made by such person in his or her capacity solely as an officer or a representative of such Loan Party, on such Loan Party's behalf and not in such Person's individual capacity.

Section 1.14 [Reserved].

Section 1.15 [Reserved].

Section 1.16 Rates. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Term SOFR, or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Loan Parties. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Term SOFR or any other Benchmark, in each case, pursuant to the terms of this Agreement, and shall have no liability to any Loan Party, any Lender or any other Person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.17 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.

ARTICLE 2

THE CREDITS

Section 2.01 Commitments.

(a) Subject to the terms and conditions set forth herein, each applicable Lender, severally and not jointly, agrees to make Term Loans to the Borrowers during the Commitment Period in an aggregate principal amount not to exceed its Term Loan Commitment.

(b) Amounts paid or prepaid in respect of the Loans may not be re-borrowed.

Section 2.02 Loans and Borrowings.

(a) Each Term Loan shall be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class.

(b) Subject to Section 2.24, each Borrowing shall be comprised entirely of ABR Loans or SOFR Loans as any Borrower (or the Borrower Agent on behalf of such Borrower) may request in accordance herewith. Each Lender at its option may make any SOFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (or otherwise be the holder of such Loan); provided that (i) any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement, (ii) such SOFR Loan shall be deemed to have been made and held by such Lender, and the obligation of the Borrowers to repay such SOFR Loan shall nevertheless be to such Lender for the account of such domestic or foreign branch or Affiliate of such Lender, and (iii) in exercising such option, such Lender shall use reasonable efforts to minimize increased costs to the Borrowers resulting therefrom (which obligation of such Lender shall not require it to take, or refrain from taking, actions that it determines would result in increased costs for which it will not be compensated hereunder or that it otherwise determines would be disadvantageous to it and in the event of such request for costs for which compensation is provided under this Agreement, the provisions of Section 2.15 shall apply); provided, further, that any such domestic or foreign branch or Affiliate of such Lender shall not be entitled to any greater indemnification under Section 2.17 with respect to such SOFR Loan than that which the applicable Lender was entitled on the date on which such Loan was made (except in connection with any indemnification entitlement arising as a result of a Change in Law after the date on which such Loan was made).

(c) At the commencement of each Interest Period for any SOFR Loan, such Borrowing shall comprise an aggregate principal amount that is an integral multiple of \$100,000 and not less than \$1,000,000. Each ABR Borrowing when made shall be in a minimum principal amount of \$100,000. Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of ten (10) different Interest Periods in effect for SOFR Loans at any time outstanding.

(d) Notwithstanding any other provision of this Agreement, no Borrower (or the Borrower Agent on behalf of any Borrower) shall or shall be entitled to, request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the maturity date applicable to such Loans.

Section 2.03 Requests for Borrowings. To request a Borrowing, a Borrower (or the Borrower Agent on behalf of any Borrower) shall notify the Administrative Agent of such request either in writing by delivery of a revocable Borrowing Request (by hand delivery, fax or other electronic transmission (including “.pdf” or “.tif”)) signed by such Borrower (or the Borrower Agent on behalf of any Borrower) or by telephone (a) in the case of a SOFR Loan, not later than 12:00 noon, New York City time, one U.S. Government Securities Business

Day before the date of such proposed borrowing or (b) in the case of an ABR Borrowing, not later than 12:00 noon, New York City time, on the date of the proposed Borrowing (or, in each case, such later time as shall be acceptable to the Administrative Agent). Each such telephonic Borrowing Request shall be confirmed promptly by hand delivery, fax or other electronic transmission (including “.pdf” or “.tif”) to the Administrative Agent of a written Borrowing Request signed by such Borrower (or the Borrower Agent on behalf of any Borrower). Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

- (i) the aggregate amount of the requested Borrowing;
- (ii) the date of such Borrowing, which shall be a Business Day;
- (iii) whether such Borrowing is to be an ABR Borrowing or a SOFR Loan;
- (iv) in the case of a SOFR Loan, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period”; and
- (v) the location and number of the Borrowers’ account(s) or any other designated account(s) to which funds are to be disbursed (the “**Funding Account**”).

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested SOFR Loan, then the Borrowers shall be deemed to have selected an Interest Period of one month’s duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender’s Loan to be made as part of the requested Borrowing.

Section 2.04 [Reserved]

Section 2.05 [Reserved]

Section 2.06 [Reserved].

Section 2.07 Funding of Borrowings.

(a) The Administrative Agent, following receipt of a Borrowing Request shall promptly notify each Lender of the applicable amount of Term Loans to be funded. Whereupon, each Lender shall remit to the Administrative Agent its share of such Term Loans, in same day funds not later than 12:00 noon on the Business Day specified in the Borrowing Request to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. Upon receipt of all requested funds with respect to the Term Loans, the Administrative Agent will promptly (i) in accordance with the Flow of Funds Statement, (I) remit to Specified Lender Advisors all fees and expenses payable on the date of the funding of the Term Loan, (II) deduct and apply all fees payable to the Administrative Agent on the date of the funding of the Term Loan for its own account and (III) remit the amount specified in the Flow of Funds Statement to the Funding Account and (ii) in accordance with the Flow of Funds Statement and the Approved Budget, and subject to Section 4.01, remit to the Borrowers any remaining amounts. For the avoidance of doubt, all parties agree that all Loans shall be funded and accrue interest starting on the Closing Date, including any Loans the proceeds of which have been deposited into the Funding Account.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender’s share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with clause (a) of this Section and may (but shall be under no obligation), in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent,

then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand (without duplication) such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers 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 (A) the Federal Funds Effective Rate and (B) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of a payment to be made by the Borrowers, the interest rate applicable to ABR Loans at such time. If the Borrowers 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 Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

Section 2.08 Type; Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a SOFR Loan, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrowers may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a SOFR Loan, may elect Interest Periods therefor, all as provided in this Section. The Borrowers 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, based upon their Applicable Percentages and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrowers (or the Borrower Agent on behalf of Borrowers) shall notify the Administrative Agent of such election either delivered in writing (by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif")) or by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif") to the Administrative Agent of a written Interest Election Request signed by the Borrower Agent.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a SOFR Loan;

and

(iv) if the resulting Borrowing is a SOFR Loan, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "**Interest Period.**"

If any such Interest Election Request requests a SOFR Loan but does not specify an Interest Period, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower Agent fails to deliver a timely Interest Election Request with respect to a SOFR Loan prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a SOFR Loan with an Interest Period of one month. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Agent, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a SOFR Loan and (ii) unless repaid, each SOFR Loan shall be converted to an ABR Borrowing at the end of the then-current Interest Period applicable thereto.

Section 2.09 Termination of Commitments. The Commitments shall automatically terminate (or, in the case of clause (y), shall be reduced, as applicable) on the earlier of (x) the Commitment Expiration Date and (y) upon the funding of any Term Loans.

Section 2.10 Repayment of Loans; Evidence of Debt.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Administrative Agent shall maintain the Register pursuant to Section 9.05(b)(iv) in which it shall record (i) the amount of each Loan made hereunder, the 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 Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(c) Subject to Section 9.05(b)(iv), the entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein (absent manifest error); provided that, the failure of any Lender or the Administrative Agent to maintain such accounts or any manifest error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement; provided, further, that in the event of any inconsistency between the accounts maintained by the Administrative Agent pursuant to paragraph (c) of this Section and any Lender's records, the accounts of the Administrative Agent shall govern.

(d) Any Lender may request that Loans made by it be evidenced by a Promissory Note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a Promissory Note payable to such Lender and its registered assigns. Thereafter, the Loans evidenced by such Promissory Note and interest thereon shall at all times (including after assignment pursuant to Section 9.05) be represented by one or more Promissory Notes in such form payable to the payee named therein and its registered assigns. Upon request of the Borrower Agent, promptly following the Termination Date, each Lender shall use commercially reasonable effort to return to the Borrower Agent any Promissory Note issued to it.

(e) The Borrower hereby unconditionally promises to pay to the Administrative Agent, for the account of each Lender, the then unpaid principal amount of the Term Loans on the Maturity Date.

Section 2.11 Prepayment of Loans.

(a) [Reserved].

(b) Mandatory Prepayments.

(i) No later than the fifth Business Day (or such longer period as the Required Lenders may agree in their reasonable discretion) following the receipt of Net Proceeds in respect of any Prepayment Asset Sale or Net Insurance/Condemnation Proceeds, the Borrowers shall apply an amount equal to 100% of the Net Proceeds or Net Insurance/Condemnation Proceeds received with respect to prepay outstanding Term Loans; provided that if Holdings or any of its Subsidiaries uses any portion of such Net Proceeds or Net Insurance/Condemnation Proceeds to acquire, develop, construct, improve, upgrade or repair assets that are used or useful in the business of Holdings or any Subsidiaries and, in the case of Net Proceeds or Net Insurance/Condemnation Proceeds received by any Loan Party, such Net Proceeds or Net Insurance/Condemnation Proceeds are reinvested in assets that would otherwise constitute Collateral under the Pledge and Security Agreement, then the Borrowers shall not be required to make a mandatory prepayment under this clause (c) in respect of such Net Proceeds or Net Insurance/Condemnation Proceeds to the extent such Net Proceeds or Net Insurance/Condemnation Proceeds are so reinvested within ninety (90) days; provided, however, that if any Net Proceeds or Net Insurance/Condemnation Proceeds have not been so reinvested prior to the expiration of the applicable period, the Borrowers shall promptly prepay the Term Loans with the Net Proceeds or Net Insurance/Condemnation Proceeds not so reinvested as set forth above (without regard to the immediately preceding proviso).

(ii) In the event that Holdings or any Subsidiaries shall receive Net Proceeds from (x) the issuance or incurrence of Indebtedness of Holdings or any Subsidiaries (other than with respect to Indebtedness permitted under Section 6.01, the Borrowers shall, substantially simultaneously with (and in any event not later than the Business Day immediately following) or (y) any Sale and Lease-Back Transaction, the receipt of such Net Proceeds by such Borrower or such Subsidiary, apply an amount equal to 100% of such Net Proceeds to prepay outstanding Term Loans.

(iii) [Reserved].

(iv) [Reserved].

(v) All prepayments under this Section 2.11(b) shall be applied against the remaining principal due in respect of the Term Loans and each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentage.

(vi) Holdings shall deliver to the Administrative Agent, at the time of each prepayment required under this Section 2.11(b), a notice from a Responsible Officer of Holdings setting forth in reasonable detail the calculation of the amount of such prepayment. Each such notice shall specify the Borrowings being prepaid and the principal amount of each Borrowing (or portion thereof) to be prepaid. Prepayments shall be accompanied by accrued interest as required by Section 2.13. All prepayments of Borrowings under this Section 2.11(b) shall be subject to Section 2.25, but shall otherwise be without premium or penalty (unless required by Section 2.12(c)).

Notwithstanding any of the other provisions of this Section 2.11, so long as no Event of Default shall have occurred and be continuing, if any prepayment of SOFR Loans is required to be made under this Section 2.11 prior to the last day of the Interest Period therefor, in lieu of making any payment pursuant to this Section 2.11 in respect of any such SOFR Loan prior to the last day of the Interest Period therefor, the Borrower Agent may, in its discretion, deposit an amount sufficient to make any such prepayment otherwise required to be made thereunder together with accrued interest to the last day of such Interest Period into a cash collateral account of the Administrative Agent until the last day of such Interest Period, at which time the Administrative Agent shall be authorized (without any further action by or notice to or from the Borrower Agent or any other Loan Party) to apply such amount to the prepayment of such Loans in accordance with this Section 2.11. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall also be authorized (without any further action by or notice to or from the Borrower Agent or any other Loan Party) to apply such

amount to the prepayment of the outstanding Loans in accordance with the relevant provisions of this Section 2.11. Such deposit shall be deemed to be a prepayment of such Loans by the Borrowers for all purposes under this Agreement.

Section 2.12 Fees.

(a) The Borrowers agree to pay to the Administrative Agent, for the account of the Administrative Agent, the “Administration Fee” as set forth in the Administrative Agent Fee Letter, as may be amended, restated, supplemented or otherwise modified from time to time, at the times specified therein (the “Administrative Agent Fees”). The Borrowers agree to pay to the Jefferies Capital Services, LLC that is a signatory to this Agreement on the Closing Date (the “Fronting Lender”), for its own account, a fronting fee in an amount agreed between the Borrowers and the Fronting Lender pursuant to that certain fronting fee letter, dated as of the date hereof, between the Borrowers and the Fronting Lender, which fronting fee shall be earned, due and payable on the Closing Date.

(b) The Borrowers agree to pay to the Administrative Agent, for the account of the funds and/or accounts affiliated with, or managed and/or advised by, the entities set forth on Schedule 2.12(b), on file with the Administrative Agent (the “Backstop Allocation Schedule”, and such entities, together with their respective successors and permitted assignees, or any fronting bank or other funding agent operating on their behalf, the “Backstop Parties”) ratably in accordance with the amounts set forth opposite each such Backstop Party’s name on the Backstop Allocation Schedule, on the Closing Date a non-refundable fee equal to 1.50% of the Term Loan Commitments actually provided on the Closing Date, which fee shall be earned, due and payable in kind in additional amounts of Term Loans on the Closing Date (the “Backstop Fee”).

(c) The Borrowers agree to pay to the Administrative Agent, for the ratable account of each of the Lenders, on the Closing Date a non-refundable fee equal to 5.00% of the aggregate principal amount of the Commitments outstanding on the Closing Date (prior to any advances of Term Loans, if any, on such date), which fee shall be earned, due and payable in kind in the form of additional Term Loans on the applicable Closing Date (the “Commitment Fee”).

(d) [Reserved].

(e) The Borrowers agree to pay to the Administrative Agent, for the ratable account of each of the Lenders, on the Maturity Date or on any other date that the Term Loans are repaid (whether through a mandatory prepayment, voluntarily prepayment, acceleration or otherwise, including, for the avoidance of doubt, through conversion of such Term Loans pursuant to Section 10.10) a non-refundable fee equal to 5.00% of the aggregate principal amount of the Term Loans repaid on such applicable date, which fee shall be earned, due and payable in kind in additional amounts of Term Loans on such date (the “Exit Fee” and, together with the Backstop Fee, the Commitment Fee, the “Lender Payments”; the Lender Payments, together with the Administrative Agent Fees, the “Fees”).

(f) If required to be paid by the Chapter 11 Cases, only payments of principal shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the Lenders. Once paid, none of such principal payments shall be refundable under any circumstances.

Section 2.13 Interest.

(a) (i) Term Loans comprising each ABR Borrowing shall (a) bear payment in kind interest (“PIK Interest”) quarterly at a rate of 8.50% per annum and (b) bear interest payable in cash quarterly at the Alternate Base Rate plus 1.00% per annum and (ii) the Term Loans comprising each SOFR Loan shall (a) bear PIK Interest quarterly at a rate of 9.50% per annum and (b) bear interest payable in cash quarterly at Term SOFR for the Interest Period in effect for such Borrowing plus the applicable Term SOFR Adjustment plus 1.00% per annum. Any PIK Interest shall be capitalized and added to the principal amount of the Term Loans on each

Interest Payment Date. Any interest so capitalized shall for all purposes of this Agreement constitute principal amount of Term Loans bearing interest as provided in this Section 2.13(a) from the date on which such interest has been so capitalized.

(b) Notwithstanding the foregoing, if any principal of or interest on any Term Loan is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amounts shall bear interest, to the fullest extent permitted by law, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal or interest of any Term Loan, 2% plus the rate otherwise applicable to such Term Loan as provided in the preceding paragraphs of this Section or in the amendment to this Agreement relating thereto or (ii) in the case of any other amount, 2% plus the rate applicable to Term Loans that are ABR Loans as provided in paragraph (a) of this Section, in each case, payable in kind (such rate, the “**Default Rate**”).

(c) Accrued interest on each Term Loan shall be payable in arrears on each Interest Payment Date for such Term Loan and upon the Maturity Date; provided that (i) [reserved], (ii) in the event of any repayment or prepayment of any Term Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any 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.

(d) 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 at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.14 [Reserved].

Section 2.15 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any reserve requirement reflected in the Term SOFR);

(ii) impose on any Lender or the London interbank market any other condition affecting this Agreement or SOFR Loans made by such Lender (other than, in case of clause (i) or this clause (ii), Taxes); or

(iii) subject any Lender to any Taxes (except for (A) Indemnified Taxes, (B), Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, and (C) Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, or other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any SOFR Loan or to reduce the amount of any sum received or receivable in respect of any SOFR Loan by such Lender hereunder (whether of principal, interest or otherwise) in an amount deemed by such Lender to be material, then, within 30 days after the Borrowers' receipt of the certificate contemplated by paragraph (c) of this Section, the Borrowers will pay to such Lender in kind such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered; provided that the Borrowers shall not be liable for such compensation if (x) the relevant Change in Law occurs on a date prior to the date such Lender becomes a party hereto, (y) the Lender invokes Section 2.24(c) or (z) such circumstances in clause

(ii) above resulting from a market disruption are not generally affecting the banking market; provided, further, that such amounts shall only be payable by the Borrowers to the applicable Lender under this Section 2.15(a) so long as it is such Lender's general policy or practice to demand compensation in similar circumstances under comparable provisions of other financing agreements.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding liquidity or capital requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then within 30 days of receipt by the Borrowers of the certificate contemplated by paragraph (c) of this Section the Borrowers will pay to such Lender in kind such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered; provided, that such amounts shall only be payable by the Borrowers to the applicable Lender under this Section 2.15(b) so long as it is such Lender's general policy or practice to demand compensation in similar circumstances under comparable provisions of other financing agreements.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as applicable, as specified in paragraph (a) or (b) of this Section and setting forth in reasonable detail the manner in which such amount or amounts was determined and delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender'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 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16 [Reserved].

Section 2.17 Taxes.

(a) All payments by or on account of any obligation of any Loan Party 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 Requirements of Law. If any applicable Withholding Agent shall be required by applicable Requirements of Law (as determined in the good faith discretion of the applicable Withholding Agent) to deduct or withhold any Tax from any such payment, then (i) if such Tax is an Indemnified Tax, the sum payable by the applicable Loan Party shall be increased as necessary so that after such required deduction or withholding has been made (including deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding for Indemnified Taxes been made, (ii) the applicable Withholding Agent shall make such deduction or withholding and (iii) the applicable Withholding Agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(b) Without duplication of other amounts paid by the Loan Parties under this Section 2.17, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(c) Without duplication of other amounts paid by the Loan Parties under this Section 2.17, each Loan Party shall indemnify Administrative Agent and each Lender within ten days after written demand therefor, for the full amount of any Indemnified Taxes paid by Administrative Agent or such Lender, as applicable (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) and any 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 Loan Party by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Taxes by a Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders and Administrative Agent. (i) Any Recipient 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 Agent and the Administrative Agent, at the time or times reasonably requested by the Borrower Agent or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Agent or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Recipient, if reasonably requested by the Borrower Agent or the Administrative Agent, shall deliver such other documentation prescribed by applicable Requirements of Law or reasonably requested by the Borrower Agent or the Administrative Agent as will enable the Borrower Agent or the Administrative Agent to determine whether or not such Recipient 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 paragraphs (A), (B) and (D) of Section 2.17(e)(ii) of this Section) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Recipient that is a U.S. Person shall deliver to the Borrower Agent and the Administrative Agent on or prior to the date on which such Recipient becomes a Recipient under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Agent or the Administrative Agent), two executed originals of IRS Form W-9 certifying that such Recipient is exempt from U.S. federal backup withholding tax;

(B) any Recipient that is a Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Agent and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Foreign Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Agent or the Administrative Agent), two, or such other number reasonably requested, executed copies of 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 IRS Form W-8BEN or W-8BEN-E;

(2) 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) or 871(h) of the Code, (x) a certificate substantially in the form of Exhibit I-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 Agent within the meaning of Section 871(h)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code and that no interest payments in connection with any Loan Documents are effectively connected with the Foreign Lender’s conduct of a U.S. trade or business (a “**U.S. Tax Compliance Certificate**”) and (y) IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner (for example, where such Foreign Lender is a partnership or a participating Lender), 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 I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership (and not a participating Lender) and one or more 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 I-4 on behalf of each such partner;

(C) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower Agent 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 Foreign Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Agent or the Administrative Agent), executed originals of any other documentation prescribed by applicable Requirements of 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 Requirements of Law to permit the Borrower Agent or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower Agent and the Administrative Agent at the time or times prescribed by applicable Requirements of Law and at such time or times reasonably requested by the Borrower Agent or the Administrative Agent such documentation prescribed by applicable Requirements of Law (including as prescribed by Section 1471 (b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrower Agent and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Recipient has complied with such Recipient’s obligations under FATCA and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), “**FATCA**” shall include any amendments made to FATCA after the Closing Date.

Each Recipient agrees that if any documentation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such documentation, provide such successor form, or promptly notify the Borrower Agent and the Administrative Agent in writing of its legal ineligibility to do so.

Notwithstanding any other provision of this Section 2.17(e), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver. Each Lender hereby authorizes the

Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 2.17(e).

(f) On or before the date the Administrative Agent becomes a party to this Agreement, the Administrative Agent shall provide to the Borrower Agent, two duly-signed, properly completed copies of the documentation prescribed in clause (i) or (ii) below, as applicable (together with all required attachments thereto): (i) IRS Form W-9 or any successor thereto, or (ii) (A) with respect to payments received for its own account, IRS Form W-8ECI or any successor thereto, and (B) with respect to payments received on account of any Lender, a U.S. branch withholding certificate on IRS Form W-8IMY or any successor thereto evidencing its agreement with the Borrower Agent to be treated as a U.S. Person for U.S. federal withholding purposes. At any time thereafter, the Administrative Agent shall provide updated documentation previously provided (or a successor form thereto) when any documentation previously delivered has expired or become obsolete or invalid or otherwise upon the reasonable request of the Borrower Agent or promptly notify the Borrower Agent and the Administrative Agent in writing of its legal ineligibility to do so.

(g) If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by a Loan Party or with respect to which such Loan Party has paid additional amounts pursuant to this Section 2.17, it shall pay over such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses of the Recipient (including any Taxes imposed with respect to such refund) and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Loan Party, upon the request of the Recipient, shall repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the Recipient be required to pay any amount to a Loan Party pursuant to this paragraph (g) to the extent that the payment of which would place the Recipient in a less favorable net after Tax position than the Recipient would have been in if the Tax subject to indemnification had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its taxes which it deems confidential) to such Loan Party or any other Person.

(h) Survival. 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 and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 2.18 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) Unless otherwise specified, the Borrowers shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.15, Section 2.25 or Section 2.17 or otherwise) prior to 1:30 p.m., New York City time, on the date when due, in immediately available funds, without set-off (except as otherwise provided in Section 2.17) or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the Borrowers by the Administrative Agent. 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. Except as provided in Section 2.24(c), each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans and each conversion of any Borrowing to or continuation of any Borrowing as a Borrowing of any Type (and of the same Class) shall be allocated *pro rata* among the Lenders in accordance with their respective Applicable Percentages. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's

percentage of such Borrowing to the next higher or lower whole dollar amount. All payments hereunder shall be made in Dollars. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) After the occurrence and during the continuation of an Event of Default, monies to be applied to the Obligations, whether arising from payments by the Loan Parties, realization on Collateral, set-off or otherwise, shall be allocated as follows (subject, in all respects, to the Carve Out):

(i) First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest) payable to the Administrative Agent in its capacity as such, until paid in full;

(ii) Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders, ratably among them in proportion to the amounts described in this clause Second payable to them, until paid in full;

(iii) Third, to pay interest and principal due in respect of Term Loans, until paid in full;

(iv) Fourth, to pay all other Secured Obligations that are due and payable to the Administrative Agent or any Secured Party on a *pro rata* basis, until paid in full.

Amounts shall be applied to each category of Obligations set forth above until paid in full and then to the next category. If amounts are insufficient to satisfy a category, they shall be applied pro rata among the Obligations in the category. The allocations set forth in this Section 2.18(b) are solely to determine the rights and priorities of the Administrative Agent and Lenders as among themselves and may be changed by agreement among the Administrative Agent and all of the Lenders without the consent of any Loan Party. This Section 2.18(b) is not for the benefit of or enforceable by any Loan Party.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender with Loans, then the Lender receiving such greater proportion shall purchase (for Cash at face value) participations in the Loans of other Lenders at such time outstanding to the extent necessary so that the benefit of all such payments shall be shared by the Lenders of such Term Loans ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans of such Class; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement. The Borrowers consent to the foregoing and agree, to the extent they may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrowers in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrowers (or the Borrower Agent on behalf of Borrowers) prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the

Administrative Agent forthwith on demand the amount so distributed to such Lender 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.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.07(b) or Section 2.18(c) or the last paragraph of Article 8, 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.

Section 2.19 Mitigation Obligations: Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15 or such Lender determines it can no longer make or maintain SOFR Loans pursuant to Section 2.24(c), or if the Borrowers are 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 reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future and (ii) would not subject such Lender to any material unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The Borrowers hereby agree 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 or such Lender determines it can no longer make or maintain SOFR Loans pursuant to Section 2.24(c), (ii) if the Borrowers are 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) [reserved] or (iv) if in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly affected thereby" of Term Loans with respect to which Required Lender of such class consent has been obtained, any Lender is a non-consenting Lender (each such Lender, a "**Non-Consenting Lender**"), then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, (x) repay all Obligations (other than contingent indemnification obligations for which no claim or demand has been made) of the Borrowers owing to such Lender relating to the Loans and participations held by such Lender and cancel such Lender's Commitments as of such termination date or (y) replace such Lender by requiring such Lender to assign and delegate (and such Lender shall be obligated to assign and delegate), without recourse (in accordance with and subject to the restrictions contained in Section 9.05), all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment); provided that (i) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including any fees otherwise payable pursuant to Section 2.12(c)), (ii) in the case of any assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments, (iii) such assignment does not conflict with applicable law, and (iv) in the case of a Non-Consenting Lender, the Borrowers shall have obtained the requisite consent for the amendment. A Lender shall not be required to make any such assignment and delegation, and the Borrowers may not repay the Obligations of such Lender, if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply. Each Lender agrees that if it is replaced pursuant to Section 2.19, it shall execute and deliver to the Administrative Agent an Assignment and Assumption to evidence such sale and purchase and shall deliver to the Administrative Agent any Promissory Note (if the assigning Lender's Loans are evidenced by Promissory Notes) subject to such Assignment and Assumption; provided that the failure of any Lender replaced pursuant to this Section 2.19 to execute an Assignment and Assumption or deliver such Promissory Notes shall not render such sale and purchase (and the corresponding

assignment) invalid and such assignment shall be recorded in the Register and the Promissory Notes shall be deemed cancelled upon such failure. Each Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Lender's attorney-in-fact, with full authority in the place and stead of such Lender and in the name of such Lender, from time to time in the Administrative Agent's discretion, with prior written notice to such Lender, to take any action and to execute any such Assignment and Assumption or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (b).

Section 2.20 [Reserved].

Section 2.21 Super Priority Nature of Obligations and Administrative Agent's Liens; Payment of Obligations. The priority of the Administrative Agent's Liens on the Collateral, claims and other interests shall be as set forth in the DIP Orders (and, for the avoidance of doubt, are subject to the Carve Out). Subject to the terms of the DIP Orders, upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents, the Administrative Agent and the Lenders shall be entitled to immediate payment of such Obligations without application to or order of the Bankruptcy Court.

Section 2.22 [Reserved].

Section 2.23 Joint and Several Liability of Borrowers.

(a) Notwithstanding anything in this Agreement or any other Loan Documents to the contrary, each Borrower, jointly and severally, in consideration of the financial accommodations to be provided by the Administrative Agent and Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations, it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them. The Borrowers shall be liable for all amounts due to Administrative Agent and Lenders under this Agreement, regardless of which Borrower actually receives the Loans hereunder or the amount of such Loans received or the manner in which the Administrative Agent or any Lender accounts for such Loans or other extensions of credit on its books and records. The Obligations of Borrowers with respect to Loans made to one of them, and the Obligations arising as a result of the joint and several liability of one of the Borrowers hereunder with respect to Loans made to the other of the Borrowers hereunder, shall be separate and distinct obligations, but all such Obligations shall be primary obligations of all Borrowers.

(b) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such Obligation.

(c) The obligations of each Borrower under this Section shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any Borrower. The joint and several liability of the Borrowers hereunder shall continue in full force and effect notwithstanding any absorption, merger, amalgamation or any other change whatsoever in the name, membership, constitution or place of formation of any Borrower or any of the Lenders.

(d) The provisions of this Section hereof are made for the benefit of the Lenders and their successors and assigns, and subject to Article 8 hereof, may be enforced by them from time to time against any Borrower as often as occasion therefor may arise and without requirement on the part of Administrative Agent or any Lender first to marshal any of its claims or to exercise any of its rights against the other Borrowers or to exhaust any remedies available to it against the other Borrowers or to resort to any other source or means of

obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section shall remain in effect until the Termination Date. If at any time, any payment, or any part thereof, made in respect of any of the Obligations is rescinded or must otherwise be restored or returned by Administrative Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section hereof will forthwith be reinstated and in effect as though such payment had not been made.

(e) Notwithstanding any provision to the contrary contained herein or in any of the other Loan Documents, to the extent the obligations of a Borrower shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of such Borrower hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal, state or provincial and including, without limitation, the Bankruptcy Code).

(f) With respect to the Obligations arising as a result of the joint and several liability of Borrowers hereunder with respect to Loans or other extensions of credit made to the other Borrowers hereunder, to the maximum extent permitted by applicable law, each Borrower waives, until the Termination Date, any right to enforce any right of subrogation or any remedy which Administrative Agent or any Lender now has or may hereafter have against any Borrower, any endorser or any Guarantor of all or any part of the Obligations, and any benefit of, and any right to participate in, any Collateral given to Administrative Agent or any Lender. Any claim which any Borrower may have against any other Borrower with respect to any payments to Administrative Agent or Lenders hereunder or under any of the other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior occurrence of the Termination Date. Upon the occurrence of any Event of Default and for so long as the same is continuing, to the maximum extent permitted under applicable law, Administrative Agent and Lenders may proceed directly and at once, without notice (to the extent notice is waivable under applicable law), against (i) with respect to Obligations of Borrowers, any or all of them or (ii) with respect to Obligations of any Borrower, to collect and recover the full amount, or any portion of the applicable Obligations, without first proceeding against the other Borrowers or any other Person, or against any Collateral for the Obligations. Each Borrower consents and agrees that Administrative Agent and Lenders shall be under no obligation to marshal any assets in favor of Borrower(s) or against or in payment of any or all of the Obligations. Subject to the foregoing, in the event that a Loan or other extension of credit is made to, or with respect to business of, one Borrower and any other Borrower makes any payments with respect to such Loan or extension of credit, the first Borrower shall promptly reimburse such other Borrower for all payments so made by such other Borrower.

Section 2.24 Inability to Determine Rates; Alternative Rate of Interest.

(a) Subject to clause (b) below, if, on or prior to the first day of any Interest Period for any SOFR Loan:

(i) The Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof, or

(ii) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent,

The Administrative Agent will promptly so notify the Borrower Agent and each Lender.

Upon notice thereof by the Administrative Agent to Borrower Agent, any obligation of the Lenders to make SOFR Loans, and any right of the Borrowers to continue SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent (with respect to clause (ii), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrowers will be deemed to have converted any such request into a request for a borrowing of or conversion to Loans bearing interest at an alternate rate of interest determined by the Administrative Agent, in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into Loans bearing interest at an alternate rate of interest determined by the Administrative Agent, at the end of the applicable Interest Period. Upon any such conversion, the Loan Parties shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to this Section.

(b) Benchmark Replacement.

(i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) ^{on} the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to this Section and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and

binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section.

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, Borrower may revoke any pending request for a SOFR Loan of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for a Loan or a conversion to a Loan bearing interest at an alternate rate of interest determined by the Administrative Agent.

(c) Illegality or Impracticability of SOFR Loans. In the event that on any date any Lender shall have determined (which determination shall be final and conclusive and binding upon all parties hereto but shall be made only after consultation with the Administrative Agent) that the making, maintaining, converting to, or continuation of its SOFR Loans (i) has become unlawful as a result of compliance by such Lender in good faith with any law, treaty, governmental rule, regulation, guideline or order or other Change in Law (or would conflict with any such treaty, governmental rule, regulation, guideline or order not having the force of law even though the failure to comply therewith would not be unlawful), or (ii) has become impracticable, as a result of contingencies occurring after the date hereof that materially and adversely affect the ability of such Lender to make, maintain, convert to, or continue its SOFR Loans, then, and in any such event, such Lender shall be an “**Affected Lender**” and such Affected Lender shall on that day give written or telephonic (promptly confirmed in writing) notice to Borrower and the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each other Lender). Thereafter (1) the obligation of the Affected Lender to make Loans as, or to convert Loans to, SOFR Loans shall be suspended until such notice shall be withdrawn by the Affected Lender, (2) 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 such ABR Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Alternative Basket Rate until such Lender notifies the Administrative

Agent and the Borrowers that the circumstances giving rise to such determination no longer exist, (3) to the extent such determination by the Affected Lender relates to a SOFR Loan then being requested by Borrower, the Affected Lender shall make such Loan as (or continue such Loan as or convert such Loan to, as the case may be) a Loan bearing interest at an alternate rate of interest determined by the Administrative Agent, (4) the Affected Lender's obligation to maintain its outstanding SOFR Loans (the "Affected Loans") shall be terminated at the earlier to occur of the expiration of the Interest Period then in effect with respect to the Affected Loans or when required by law, and (5) the Affected Loans shall automatically convert into Loans bearing interest at an alternate rate of interest determined by the Administrative Agent, on the date of such termination.

Section 2.25 Compensation for Losses. In the event of (a) the payment of any principal of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrowers pursuant to Section 2.08(a), then, in any such event, the Borrowers shall compensate each Lender for any loss, cost and expense attributable to such event, including any loss, cost or expense arising from the liquidation or redeployment of funds or from any fees payable. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered or furnished by electronic communications (including e-mail) to the Borrowers in writing and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Lenders on the Closing Date that:

Section 3.01 Organization; Powers. Each of the Loan Parties and each of their respective Subsidiaries is (a) duly organized and validly existing (to the extent such concept exists in the relevant jurisdiction) under the laws of the jurisdiction of its organization, (b) subject to any restriction arising on account of Holdings', the Borrower Agent's or any Subsidiary's status as a "debtor" under the U.S. Bankruptcy Code (including the entry of the DIP Order), has all requisite power and authority to own its property and assets and to carry on its business as now conducted and, (c) is qualified to do business in, and is in good standing (to the extent such concept exists in the relevant jurisdiction) in, every jurisdiction where its ownership, lease or operation of properties or conduct of its business requires such qualification; except, in each case referred to in this Section 3.01 (other than clause (a) with respect to Borrowers and clause (b) with respect to the Loan Parties) where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. Subject to the entry of the DIP Order and the terms thereof, the Transactions are within each applicable Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational action of such Loan Party. Each Loan Document to which each Loan Party is a party has been duly executed and delivered by such Loan Party and is a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is a party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity and principles of good faith and dealing.

Section 3.03 Governmental Approvals; No Conflicts. Subject to the entry of the DIP Order and the terms thereof, the execution and delivery of the Loan Documents and the performance by any Loan Party

thereof (a) do not require any material consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) for filings and registrations necessary to perfect Liens created pursuant to the Loan Documents (or to release existing Liens) and (iii) such consents, approvals, registrations, filings, or other actions the failure to be obtained or made which could not be reasonably expected to have a Material Adverse Effect, (b) will not violate any (i) of its Organizational Documents or (ii) any Requirements of Law applicable to any Loan Party which, in the case of this clause (ii), could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (c) will not violate or result in a default under (i) the Facility or (ii) any other Contractual Obligation of any of the Loan Parties which in the case of this clause (ii) could reasonably be expected to result in a Material Adverse Effect.

Section 3.04 Financial Condition: No Material Adverse Effect.

(a) The Borrower Agent has heretofore furnished to the Lenders Holdings' consolidated balance sheet and related consolidated statements of operations and cash flows and stockholders' equity as of and for the Fiscal Quarters and Fiscal Years described in Section 5.01(b) and (c). Such financial statements, and, to the extent delivered after the Closing Date, the financial statements delivered pursuant to Sections 5.01(b) and (c) present fairly, in all material respects, the financial position and results of operations and cash flows of Holdings and its consolidated subsidiaries as of such dates and for such periods in accordance with GAAP.

(b) Other than as a result of the Chapter 11 cases or as otherwise disclosed in the first day declaration in the Chapter 11 Cases, no event, change or condition has occurred that has had, or would reasonably be expected to have, a Material Adverse Effect, since the Closing Date.

Section 3.05 Properties.

(a) As of the Closing Date, Schedule 3.05 sets forth the address of each parcel of real property (or each set of parcels that collectively comprise one operating property) that is owned by each Loan Party.

(b) Other than as a result of the Chapter 11 Cases, each Loan Party has good and valid fee simple title to or rights to purchase, or valid leasehold interests in, or easements or other limited property interests in, all its Real Estate Assets (including any Mortgaged Properties) and has good and marketable title to its personal property and assets, in each case, except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and interests for their intended purposes and except where the failure to have such title could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All such properties and interests are free and clear of Liens, other than Permitted Liens.

(c) To the knowledge of each Responsible Officer of the Borrowers, as of the Closing Date, no Loan Party is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein.

(d) Each Loan Party has good and marketable title to, or to the knowledge of the Borrowers, a valid license or right to use, all patents, patent rights, trademarks, service marks, trade names, copyrights, technology, software, know-how, database rights and all other Material Intellectual Property, and all licenses and rights with respect to the foregoing, used in or otherwise necessary for the present conduct of its business, without any infringement, misuse, misappropriation, or violation, individually or in the aggregate of the rights of others, and free from any burdensome restrictions on the present conduct of its business, except where such failure to own or license or where such infringement, misuse, misappropriation or violation or restrictions, or any other violation of this Section could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) Except for the Chapter 11 Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrowers, threatened in writing against or affecting the Loan Parties or any of their Subsidiaries which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except for any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (i) no Loan Party nor any of its Subsidiaries has received written notice of any claim with respect to any Environmental Liability and (ii) no Loan Party nor any of its Subsidiaries (A) 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, (B) has become subject to any Environmental Liability, or (C) has treated, stored, transported or disposed of Hazardous Materials at or from any currently or formerly operated real estate or facility relating to its business in a manner resulting in remedial or corrective action requirements under Environmental Laws.

Section 3.07 Compliance with Laws. Each of Holdings and its Subsidiaries is in compliance with all Requirements of Law applicable to it or its property, except, in each case, where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 3.08 Investment Company Status. No Loan Party is an “investment company” as defined in, or is required to be registered under, the Investment Company Act of 1940.

Section 3.09 Taxes. Each of Holdings and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it that are due and payable (including in its capacity as a Withholding Agent), except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP (b) to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect or (c) pursuant to an order of the Bankruptcy Court or pursuant to the U.S. Bankruptcy Code.

Section 3.10 ERISA. No ERISA Event has occurred and is continuing or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

Section 3.11 Disclosure.

(a) As of the Closing Date, to the knowledge of Holdings or any Subsidiary, all written information (other than pro forma financial information, projections, estimates (including financial estimates and forecasts) or other forward-looking information and information of a general economic or industry-specific nature, that has been or may be made available) concerning Holdings, the Borrowers, the Subsidiaries, the Transactions prepared by or on behalf of the foregoing or their representatives and made available to any Lender or the Administrative Agent in connection with the Transactions on or before the Closing Date (the “Information”), when taken as a whole, does not or will not, when furnished, contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in the light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time).

(b) The projections and pro forma financial information that have been made available to any Lenders or the Administrative Agent in connection with the Transactions on or before the Closing Date have been prepared in good faith on the basis of assumptions believed by Holdings to be reasonable at the time of preparation of such projections and pro forma financial information (it being recognized that any such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of

which are beyond Holdings' control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ from such projections and that such differences may be material).

Section 3.12 Insurance. The properties of Holdings and its Subsidiaries are insured in accordance with the requirements set forth in Section 5.05.

Section 3.13 Use of Proceeds. The Loan Parties and their Subsidiaries, including Foreign Subsidiaries, shall use the proceeds of the Loans to (i) pay fees, interest and other amounts payable under this Agreement and (ii) provide working capital for, and for other general corporate purposes of, the Borrower Agent and its Subsidiaries (including, for the avoidance of doubt, any Foreign Subsidiaries), including for funding the Carve Out and payment of any Adequate Protection Obligations, in each case of clauses (i) and (ii), in accordance with, and subject to, the DIP Order and the Approved Budget (subject to any Permitted Variance).

Section 3.14 Subsidiaries. Schedule 3.14 sets forth, in each case as of the Closing Date, (a) a correct and complete list of the name and relationship to Holdings of each of its Subsidiaries, and (b) the type of entity of Holdings and each of its Subsidiaries.

Section 3.15 Security Interest in Collateral.

(a) Subject to Section 5.15 of the Credit Agreement and subject to the entry of the DIP Order, the DIP Order creates (subject to exceptions set forth in the Collateral and Guarantee Requirement) in favor of the Collateral Agent (for the benefit of the Secured Parties), in each case, a legal, valid and enforceable security interest in and Liens on the Collateral described therein and proceeds thereof, which security interest and Lien shall be valid and perfected as of the Closing Date by entry of the DIP Order with respect to each Loan Party and which shall constitute a continuing security interest and Lien on the Collateral having priority over all other security interests and Liens on the Collateral and securing all the Obligations, other than as set forth in the DIP Order. The Collateral Agent and Lenders shall not be required to file or record any financing statements, mortgages, notices of Lien or similar instruments, in any jurisdiction or filing office or to take any other action in order to validate, perfect or establish the priority of the security interest and Lien granted pursuant to the DIP Order.

(b) Pursuant to Section 364(c)(1) of the U.S. Bankruptcy Code, and subject to the Carve-Out, the Obligations of the Loan Parties shall at all times constitute allowed senior administrative expenses against each of the Loan Parties in the Chapter 11 Cases (without the need to file any proof of claim or request for payment of administrative expense), with priority over any and all other administrative expenses, adequate protection claims, diminution claims and all other claims against the Loan Parties, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the U.S. Bankruptcy Code, and over any and all other administrative expense claims arising under Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 and 1114 of the U.S. Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy or attachment, which allowed claims shall for purposes of Section 1129(a)(9)(A) of the U.S. Bankruptcy Code be considered administrative expenses allowed under Section 503(b) of the U.S. Bankruptcy Code, and which shall be payable from and have recourse to all pre- and post-petition property of the Loan Parties and their estates and all proceeds thereof other than as set forth in the DIP Order.

Section 3.16 Labor Disputes. As of the Closing Date, except as, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes, lockouts or slowdowns against Holdings or any of the Subsidiaries pending or, to the knowledge of any Borrower, threatened, (b) the hours worked by and payments made to employees of Holdings and the Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters and (c) all payments due from Holdings or any of the Subsidiaries, on account

of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of Holdings or such Subsidiary to the extent required by GAAP.

Section 3.17 Federal Reserve Regulations.

(a) As of the Closing Date, none of the Collateral is Margin Stock. Not more than 25% of the value of the assets of Holdings, the Borrowers and their respective Subsidiaries taken as a whole is represented by Margin Stock.

(b) None of Holdings, any Borrower or any of their respective Subsidiaries 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.

(c) No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry Margin Stock, to extend credit to others for the purpose of purchasing or carrying Margin Stock or for any purpose that entails a violation of, or that is inconsistent with, the provisions of Regulation T, U or X.

Section 3.18 Sanctions, Anti-Terrorism and Anti-Corruption Laws.

(a) Holdings and its Subsidiaries and their respective directors and officers and, to the knowledge of any Borrower, their respective employees and agents, are in compliance with Anti-Corruption Laws, applicable Sanctions and the USA PATRIOT Act in all material respects. None of Holdings, any Borrower or any of their respective Subsidiaries, nor, to the knowledge of any Borrower, any director or officer, or employee of any of the foregoing is a Sanctioned Person and the Borrowers will not directly or knowingly, indirectly use the proceeds of the Loans or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Sanctioned Person or, in any Sanctioned Country, except to the extent such activities, business or transaction would be permitted for a Person required to comply with applicable Sanctions, or in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) No part of the proceeds of any Loan will be used, directly or indirectly, in furtherance of an offer, payment, proposal to pay, or authorization of the payment to any person in violation of any Anti-Corruption Laws.

Section 3.19 Bankruptcy Matters. The Chapter 11 Cases were commenced on the Petition Date in accordance in all material respects with applicable law and proper notice thereof was given. Proper notice was also provided for (x) the motion seeking approval of the Loan Documents pursuant to the DIP Order and (y) the hearing for the approval of the DIP Order.

ARTICLE 4

CONDITIONS

Section 4.01 Closing Date. The effectiveness of this Agreement, the rights and obligations of the parties hereto, including the effectiveness of the Term Loan Commitments by the Lenders, and the obligations of the Lenders to make the Term Loans hereunder shall not become effective until the date on which each of the following conditions under this Section 4.01 is satisfied (or waived by the Required Lenders):

(a) The Administrative Agent (or its counsel) shall have received from each Loan Party party thereto (i) a counterpart signed by such Loan Party or (ii) written evidence reasonably satisfactory to the Administrative Agent (which may include delivery of a signed signature page of the applicable agreement by electronic transmission (e.g., "pdf")) that such Loan Party has signed a counterpart of (i) this Agreement and (ii) the Pledge and Security Agreement.

(b) The Administrative Agent shall have received a Borrowing Request as required by Section 2.03.

(c) The Administrative Agent shall have received a certificate of the Secretary or Assistant Secretary or similar officer of each Loan Party dated the Closing Date and certifying:

(i) a copy of the certificate or articles of incorporation, certificate of limited partnership, certificate of formation or other equivalent constituent and governing documents, including all amendments thereto, of such Loan Party, (1) in the case of a corporation, certified as of a recent date by the Secretary of State (or other similar official) of the jurisdiction of its organization, or (2) otherwise certified by the Secretary or Assistant Secretary of such Loan Party or other person duly authorized by the constituent documents of such Loan Party,

(ii) a certificate as to the good standing (to the extent such concept or a similar concept exists under the laws of such jurisdiction) of such Loan Party as of a recent date from such Secretary of State (or other similar official),

(iii) that attached thereto is a true and complete copy of the by-laws (or partnership agreement, limited liability company agreement or other equivalent constituent and governing documents) 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 (g) below,

(iv) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Loan Party (or its managing general partner or managing member) authorizing the execution, delivery and performance of the Loan Documents dated as of the Closing Date to which such person is a party and, in the case of the Borrowers, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect on the Closing Date,

(v) 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

(vi) as to the absence of any pending proceeding for the dissolution or liquidation of such Loan Party or, to the knowledge of such person, threatening the existence of such Loan Party, in each case, other than the Chapter 11 Cases and any transaction contemplated by the RSA.

(d) [Reserved].

(e) No later than three Business Days in advance of the Closing Date the Administrative Agent shall have received all documentation and other information reasonably requested by it that is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act, to the extent such information is requested not less than ten Business Days in advance of the Closing Date.

(f) The Lenders and the Administrative Agent shall have received the initial budget in such form reasonably acceptable to the Required Lenders (the “**Initial Budget**”).

(g) [Reserved].

(h) The Bankruptcy Court (or any other applicable court) shall have determined that the Ad Hoc Group of Term Lenders constitutes “Required Lenders” under and as defined in the Prepetition Credit Agreement, which, for the avoidance of doubt, need not be a final non-appealable judgment.

(i) The Required Lenders shall have each consented to the use of collateral or received adequate protection (if applicable) in respect of the liens securing their respective obligations pursuant to the Interim Order.

(j) The representations and warranties set forth in the Loan Documents shall be true and correct in all material respects as of the Closing Date, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

(k) As of the Closing Date, no Event of Default or Default shall have occurred and be continuing.

(l) There shall not have been any material adverse rulings for the Lenders in their capacities as such in the pending proceedings regarding the May 2023 and December 2023 transactions undertaken by the Borrower Agent.

ARTICLE 5

AFFIRMATIVE COVENANTS

Until the date that all the Commitments have expired or terminated and the principal of and interest on each Loan and all Obligations and all fees, expenses and other amounts payable under any Loan Document (other than contingent indemnification obligations for which no claim or demand has been made) have been paid in full in Cash (such date, the “**Termination Date**”), each Loan Party covenants and agrees, jointly and severally, with the Lenders that:

Section 5.01 Financial Statements and Other Reports. The Borrower Agent (or Holdings, as applicable) will deliver to the Administrative Agent for delivery to each Lender:

(a) [Reserved].

(b) Quarterly Financial Statements. If required by the Required Lenders, as soon as available, and in any event within 45 days (or 60 days in the case of the first two Fiscal Quarters ending after the Closing Date) after the end of each of the first three Fiscal Quarters of each Fiscal Year Holdings (or, at the option of Holdings, Ultimate Parent) ending on or after June 30, 2023, (i) the unaudited consolidated balance sheet of Holdings and its subsidiaries (or, at the option of Holdings, Ultimate Parent and its subsidiaries) as at the end of such Fiscal Quarter and setting forth in comparable form the corresponding figures as at the end of the corresponding Fiscal Quarter of the previous Fiscal Year, (ii) the related unaudited consolidated statements of income and cash flows of Holdings and its subsidiaries (or, as applicable, Ultimate Parent and its subsidiaries) for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, and setting forth in each case in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year under this clause (ii), in each case, (x) to the extent such reporting is provided with respect to Ultimate Parent, accompanied by unaudited consolidating or other information that explains in reasonable detail the differences between the information relating to Ultimate Parent, on the one hand, and the information relating to Holdings and its subsidiaries on a standalone basis, on the other hand and (y) in reasonable detail, together with a Financial Officer Certification and a Narrative Report with respect thereto, and (iii) the applicable Specified Financial Deliverables;

(c) Annual Financial Statements. If required by the Required Lenders, as soon as available, and in any event within 120 days after the end of each Fiscal Year of Holdings (or, at the option of Holdings, Ultimate Parent) ending on or after March 31, 2024, (i) the unaudited consolidated balance sheet of Holdings and its subsidiaries (or, at the option of Holdings, Ultimate Parent and its subsidiaries) as at the end of such Fiscal Year and setting forth in comparable form the corresponding figures as at the end of the previous Fiscal Year and the related unaudited consolidated statements of income, stockholders’ equity and cash flows of

Holdings and its subsidiaries (or, as applicable, Ultimate Parent and its subsidiaries) for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, in reasonable detail, together with a Financial Officer Certification and a Narrative Report with respect thereto, and (ii) the applicable Specified Financial Deliverables;

(d) Compliance Certificate. No later than five (5) days after each delivery of financial statements of Holdings and its subsidiaries (or, at the option of Holdings, Ultimate Parent and its subsidiaries) pursuant to Sections 5.01(b) and 5.01(c), (i) a duly executed and completed Compliance Certificate (A) certifying that no Default or Event of Default has occurred and is continuing (or if one is, describing in reasonable detail such Default or Event of Default and the steps being taken to cure, remedy or waive the same), (B) [reserved] and (C) [reserved] and (ii) a list of each subsidiary of Holdings that identifies each subsidiary as a Subsidiary as of the date of delivery of such Compliance Certificate or a confirmation that there is no change in such information since the later of the Closing Date and the date of the last such list;

(e) Notice of Default. Promptly upon any Responsible Officer of any Borrower obtaining knowledge (i) of any Default or Event of Default or that notice has been given to any Borrower with respect thereto or (ii) of the occurrence of any event or change that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect, a detailed notice specifying the nature and period of existence of such condition, event or change, or specifying the notice given or action taken by any such Person and the nature of such claimed Default or Event of Default, event or condition, and what action the Borrowers have taken, are taking and propose to take with respect thereto;

(f) [Reserved];

(g) ERISA. Promptly upon any Responsible Officer of any Borrower becoming aware of the occurrence of any ERISA Event which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, a written notice specifying the nature thereof;

(h) [Reserved];

(i) Information Regarding Collateral. The Borrower Agent will furnish to the Administrative Agent written notice within 45 days (or such later date as agreed by the Administrative Agent in its sole discretion) after any change (i) in any Loan Party's legal name, (ii) in any Loan Party's identity or corporate structure or (iii) in any Loan Party's jurisdiction of organization;

(j) [Reserved];

(k) Other Information. Such other reports and information (financial or otherwise) as the Administrative Agent (acting at the direction of the Required Lenders) may reasonably request from time to time in connection with Holdings', any Borrower's or any Subsidiaries' financial condition, assets, operations, performance or business; provided, that in no event shall the requirements set forth in this Section 5.01(k) require Holdings, any Borrower or any Subsidiary to provide any such information which reasonably (i) violates any binding confidentiality obligations of Holdings and/or its Subsidiaries to a Person other than Holdings or any of its Subsidiaries, (ii) constitutes non-financial trade secrets or non-financial proprietary information, (iii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by applicable law and (iv) is subject to attorney-client or similar privilege or constitutes attorney work-product; and (v) deliver to the Administrative Agent and the Specified Lender Advisors copies of all monthly reports, projections, or other written information with respect to each of the Loan Parties' business or financial condition or prospects (as well as all pleadings, motions, applications and judicial information) filed by or on behalf of the Borrowers with the Bankruptcy Court or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any, appointed in any Chapter 11 Case) or the Committee, at the time such document is filed with the Bankruptcy Court or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any, appointed in any Chapter 11 Case) or the Committee, as applicable;

provided, that any information requested by the Required Lenders must also be shared concurrently with all the Lenders; provided, however, that such reports, projections, or other written information required to be delivered pursuant to this clause (i) shall be deemed delivered to the Administrative Agent and the Specified Lender Advisors and any applicable Lender for purposes of this Agreement when such reports, projections or other written information is filed with the Bankruptcy Court; and

(l) [Reserved].

Documents required to be delivered pursuant to this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower Agent (x) posts such documents or (y) provides a link thereto on the Borrower Agent's website on the Internet at the website address listed on Schedule 9.01 or (z) with respect to the items required to be delivered pursuant to Section 5.01(k) above in respect of information filed with any securities exchange or the SEC or any governmental or private regulatory authority (other than Form 10-K and 10-Q reports satisfying the requirements in Section 5.01(b) and (c)), as applicable), makes such items available on the website of such exchange authority or the SEC or other applicable governmental or private regulatory authority; (ii) on which such documents are posted on the Borrower Agent's behalf on IntraLinks/SyndTrak or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); or (iii) the date on which executed certificates or other documents are faxed to the Administrative Agent (or electronically mailed to an address provided by the Administrative Agent); provided that the Borrower Agent shall promptly notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and, at the Administrative Agent's request, provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents.

Notwithstanding the foregoing, the obligations in clauses (b) and (c) of this Section 5.01 may be satisfied with respect to financial information of Holdings and its subsidiaries (or, as applicable, Ultimate Parent and its subsidiaries) by furnishing (A) the applicable financial statements of any Parent Company or (B) the Form 10-K or 10-Q, as applicable, of Holdings or any Parent Company, as applicable, filed with the SEC; provided that, with respect to each of subclauses (A) and (B) of this paragraph, (i) to the extent such information relates to a direct or indirect parent of Holdings (other than Ultimate Parent as contemplated above), such information is accompanied by unaudited consolidating or other information that explains in reasonable detail the differences between the information relating to such direct or indirect parent, on the one hand, and the information relating to Holdings and its subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under Section 5.01(c), such materials are, to the extent applicable, accompanied by a report and opinion of an independent certified public accountant meeting the requirements of such Section.

Section 5.02 Existence. Except as otherwise permitted under Section 6.08, Holdings will, and will cause each of its Subsidiaries to, at all times preserve and keep in full force and effect its existence and all rights and franchises, licenses and permits material to its business except to the extent (other than with respect to the preservation of existence of the Borrowers) failure to do so could not reasonably be expected to result in a Material Adverse Effect; provided that neither Holdings nor any of its Subsidiaries shall be required to preserve any such existence, right or franchise, licenses and permits if such Person's board of directors (or similar governing body) shall determine that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to the Lenders.

Section 5.03 Payment of Taxes. Subject to the U.S. Bankruptcy Code, the terms of the DIP Order and any order of or required approval by the Bankruptcy Court (it being understood that no Debtor shall be obligated to make any payments hereunder that would result in a violation of any applicable law, including the U.S. Bankruptcy Code, without an order of the Bankruptcy Court authorizing such payment), Holdings will pay, and will cause each of its Subsidiaries to pay, all Taxes imposed upon it or any of its properties or assets

or in respect of any of its income, businesses or franchises before any penalty or fine accrues thereon; provided that no such Tax need be paid if (a) not yet due and payable or it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (i) adequate reserves or other appropriate provisions, as shall be required in conformity with GAAP (or in the case of any Foreign Subsidiary, in accordance with generally accepted accounting principles that are applicable in such foreign jurisdiction) shall have been made therefor and (ii) in the case of a Tax which has or may become a Lien against any of the Collateral, such contest proceedings operate to stay the sale of any portion of the Collateral to satisfy such Tax or claim or (b) failure to pay or discharge the same could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.04 Maintenance of Properties. Holdings will, and will cause each of its Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition (ordinary wear and tear and casualty and condemnation excepted), all property reasonably necessary to the normal conduct of business of Holdings and its Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof except as permitted by this Agreement, or where the failure to maintain such properties could not reasonably be expected to have a Material Adverse Effect.

Section 5.05 Insurance. Subject to the U.S. Bankruptcy Code, the terms of the DIP Order and any order of or required approval by the Bankruptcy Court (it being understood that no Debtor shall be obligated to make any payments hereunder that would result in a violation of any applicable law, including the U.S. Bankruptcy Code, without an order of the Bankruptcy Court authorizing such payment), Holdings will maintain or cause to be maintained, with insurance companies that Holdings believes (in the good faith judgment of its management) are financially sound and reputable at the time the relevant coverage is placed or renewed, such insurance coverage with respect to liabilities, losses or damage in respect of the assets, properties and businesses of Holdings and its Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons. Without limiting the generality of the foregoing, the Loan Parties will (a)(i) maintain or cause to be maintained flood insurance with respect to each Flood Hazard Property, in each case in compliance with the Flood Insurance Laws and (ii) promptly upon the request of the Administrative Agent or any Lender, deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent, and (b) maintain or cause to be maintained replacement value casualty insurance on the Collateral under such policies of insurance, with such insurance companies, in such amounts, with such deductibles, and covering such risks as are at all times carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses. Each such policy of insurance (other than director and officer insurance and worker's compensation insurance and with respect to certain foreign insurance policies) shall (i) name the Administrative Agent on behalf of the Lenders as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy (including any business interruption insurance policy), contain a loss payable clause or endorsement, reasonably satisfactory in form and substance to the Administrative Agent that names the Administrative Agent, on behalf of the Lenders as the loss payee thereunder, to the extent available from the relevant underwriter, and provides for at least 30 days' prior written notice to the Administrative Agent of any modification or cancellation of such policy (or ten days' prior written notice for any cancellation due to nonpayment of premiums). The Administrative Agent and one or more Lenders may have adopted or may adopt internal policies and procedures that address requirements placed on federally regulated Lenders under the Flood Insurance Laws. The Administrative Agent may, but shall have no obligation to, post on the applicable electronic platform (or otherwise distribute to each Lender in the syndicate) documents that it receives in connection with the Flood Insurance Laws. However, the Administrative Agent reminds each Lender and Participant that, pursuant to the Flood Insurance Laws, each federally regulated Lender (whether acting as a Lender or Participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements. Notwithstanding anything herein to the contrary, so long as no Event of Default shall have occurred and be continuing, the proceeds of any insurance policy shall be paid to the Borrower Agent.

Section 5.06 Inspections. Holdings will, and will cause each of its Subsidiaries to, permit any authorized representatives designated by Administrative Agent to visit and inspect any of the properties of Holdings and any of its respective Subsidiaries, to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent public accountants (provided that Holdings or any Subsidiary may, if it so chooses, be present at or participate in any such discussion), all upon reasonable notice, reasonable coordination in and at such reasonable times during normal business hours and as often as may reasonably be requested; provided that, excluding such visits and inspections during the continuation of an Event of Default, (x) the Administrative Agent shall not exercise such rights more often than one time during any calendar year and (y) only one such time per calendar year shall be at the expense of Borrowers; provided, further, that when an Event of Default exists, the Administrative Agent (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice; provided that notwithstanding anything to the contrary herein, neither Holdings nor any Subsidiary shall be required to disclose, permit the inspection, examination or making of copies or abstracts of, or any discussion of, any document, information, or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by applicable law or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 5.07 Maintenance of Book and Records. Holdings will, and will cause its Subsidiaries to, maintain proper books of record and account, in which entries that are full, true and correct in all material respects, in a manner to allow financial statements to be prepared in conformity with GAAP and which reflect all material financial transactions and matters involving the assets and business of Holdings and its Subsidiaries, as the case may be (it being understood and agreed that certain Foreign Subsidiaries may also maintain individual books and records in conformity with generally accepted accounting principles in their respective countries of organization and that such maintenance shall not constitute a breach of the covenants under this Section 5.07).

Section 5.08 Compliance with Laws. Subject to the DIP Order, Holdings will comply, and shall cause each of its Subsidiaries to comply, with the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority (including any order of the Bankruptcy Court, ERISA, all Environmental Laws, applicable Sanctions, USA PATRIOT Act, Anti-Corruption Law, and other applicable anti-terrorism and anti-money laundering Requirements of Law) and Holdings and the Borrowers will maintain in effect and enforce policies and procedures designed to ensure compliance by Holdings, the Borrowers, their respective Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, noncompliance with which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.09 Environmental.

(a) Environmental Disclosure. The Borrower Agent will deliver to the Administrative Agent and the Lenders:

(i) promptly after the Borrower Agent's obtaining written information confirming the occurrence thereof, written notice describing in reasonable detail (A) any Release occurring during the term hereof at any Facility that is required to be reported by either Holdings or any of its Subsidiaries to any Governmental Authority under any Environmental Laws that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) any remedial action taken at any Facility by Holdings or any Subsidiaries or any other Persons of which a Responsible Officer of Borrower Agent has knowledge in response to (1) any Hazardous Materials Activities that are reasonably expected to result in one or more Environmental Claims having, individually or in the aggregate, a Material Adverse Effect, or (2) any Environmental Claims that, individually or in the aggregate, are reasonably expected to result in a Material Adverse Effect, and (C) a Responsible Officer

of Borrower Agent's discovery of any Hazardous Material condition on any real property adjoining or in the vicinity of any Facility that reasonably could be expected to cause, individually or in the aggregate, a Material Adverse Effect;

(ii) as soon as practicable following the sending or receipt thereof by any Loan Party, Holdings or any Subsidiaries, a copy of material written non-privileged communications with respect to (A) any Environmental Claims that, individually or in the aggregate, are reasonably expected to give rise to a Material Adverse Effect, (B) any Release required to be reported by Holdings or any Subsidiaries to any Governmental Authority that reasonably could be expected to have a Material Adverse Effect, and (C) any request made to Holdings or any Subsidiaries for information from any Governmental Authority that suggests such Governmental Authority is investigating whether Holdings or any Subsidiaries may be potentially responsible for any Hazardous Materials Activity which is reasonably expected to have a Material Adverse Effect;

(iii) prompt written notice describing in reasonable detail any proposed acquisition of stock, assets, or property by Holdings or any Subsidiaries that could reasonably be expected to expose Holdings or any Subsidiaries to, or result in, Environmental Claims that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and

(iv) with reasonable promptness, such other documents and information as from time to time may be reasonably requested by the Administrative Agent in relation to any matters disclosed pursuant to this Section 5.09(a).

(b) Hazardous Materials Activities, Etc. Each Loan Party shall promptly take, and shall cause each of its Subsidiaries promptly to take, any and all actions necessary to (i) cure any violation of Environmental Laws that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim, in each case, where failure to do so could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10 [Reserved].

Section 5.11 Use of Proceeds. The proceeds of the Term Loans shall be used by the Loan Parties and their Subsidiaries, including Foreign Subsidiaries, at any time for any permitted purpose described in Section 3.21 herein, or for any other purpose permitted under the DIP Order or as set forth in the Approved Budget. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would entail a violation of Regulations T, U or X.

Section 5.12 Additional Collateral: Further Assurances.

(a) If any additional direct or indirect Domestic Subsidiary of any of the Borrowers is formed or acquired after the Closing Date and if such Domestic Subsidiary becomes a Debtor under the Chapter 11 Cases, within 5 Business Days after the date such Domestic Subsidiary becomes a Debtor under the Chapter 11 Cases (or such longer period as the Required Lenders may agree in their reasonable discretion), notify the Collateral Agent thereof and cause the Collateral and Guarantee Requirement to be satisfied with respect to such Domestic Subsidiary. The Borrowers shall and shall cause the Guarantors to take any and all actions reasonably requested by the Administrative Agent and Required Lenders that they deem necessary or advisable to obtain or maintain a valid and perfected Lien with respect to the Collateral, all at the expense of the Loan Parties. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, no Subsidiary of any Debtor that is not a Debtor shall be required to become a Guarantor or Loan Party under the Loan Documents.

(b) Without limiting the foregoing, each Loan Party will, and will cause each Subsidiary that is a Loan Party to, promptly execute and deliver, or cause to be promptly executed and delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of

trust and other documents and such other actions or deliveries of the type required by Article 4, as applicable), which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents (to the extent required, including subject to the limitations expressly set forth, herein or therein), all at the expense of the Loan Parties. If reasonably requested by the Administrative Agent or any Lender, each Borrower will, and will cause each Subsidiary that is a Loan Party to cooperate with and provide any information necessary for the Administrative Agent or such Lender, as the case may be, to conduct its flood due diligence and flood insurance compliance.

(c) Notwithstanding anything to the contrary in this Section 5.12 or any other Collateral Document (but subject to the final paragraph of this Section 5.12), (i) the Administrative Agent shall not require the taking of a Lien on, or require the perfection of any Lien granted in, those assets as to which the cost of obtaining or perfecting such Lien (including any mortgage, stamp, intangibles or other tax or expenses relating to such Lien) is excessive in relation to the benefit to the Lenders of the security afforded thereby as reasonably determined by the Borrower Agent and the Administrative Agent in writing, (ii) no Lien in Real Estate Assets shall be required except in respect of Material Real Estate Assets (provided that in any jurisdiction in which a tax is required to be paid in respect of the Mortgage on real property located in such jurisdiction based on the entire amount of the Secured Obligations, the amount secured by such Mortgage shall be, to the extent permitted by, and in accordance with, applicable law, limited to the estimated Fair Market Value of the property to be subject to the Mortgage determined in a manner reasonably acceptable to Administrative Agent and the Borrower Agent), (iii) no actions outside of the United States shall be required to be taken in order to create or grant any security interest in any assets located outside of the United States and no foreign law security or pledge agreements shall be required, (iv) Liens required to be granted or perfected pursuant to this Section 5.12 shall be subject to the Intercreditor Agreements and to exceptions and limitations consistent with those set forth in the Collateral Documents, (v) no landlord, lien waiver, bailee, customs broker or other similar agreements will be required pursuant to this Agreement, and (vi) the Loan Parties shall not be required, nor shall the Administrative Agent be authorized to record or to perfect the Administrative Agent's Lien in any property other than (w) recording of mortgages against real property and fixtures with respect to any Material Real Estate Assets, (x) the filing of appropriate UCC financing statements, (y) filing of documents effecting the recordation of security interests in the United States Copyright Office or United States Patent and Trademark Office with regard to United States intellectual property rights as expressly required by the Loan Documents, and (z) delivery to the Administrative Agent to be held in its possession of Collateral consisting of intercompany notes, stock certificates of the Borrower Agent and other Subsidiaries and other instruments, and (vii) the Loan Parties shall not be required, nor shall the Administrative Agent be authorized, to send notices to insurers, account debtors or other contractual third parties. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, in the event that a Subsidiary organized in an Approved Jurisdiction becomes a Loan Guarantor in Holdings' sole discretion or Intermediate Holdings becomes a Loan Guarantor in accordance with Section 1.14, then, in each case, such Loan Party shall grant a perfected lien on substantially all of its assets that would constitute Collateral under the Pledge and Security Agreement (or such lesser amount of assets as is customary in such jurisdiction for similar secured credit facilities marketed in the United States in the sole opinion of the Administrative Agent acting reasonably) (other than any mortgages or similar arrangements on real property) under the laws of such Approved Jurisdiction pursuant to arrangements, documents and actions reasonably agreed between the Administrative Agent and the Borrower Agent (which are not materially inconsistent with the agreements, documents and actions contained in the Pledge and Security Agreement and this Section 5.12, but taking into account customary security principles in the applicable Approved Jurisdiction, in each case, as reasonably agreed by the Administrative Agent and the Borrower Agent), subject to customary limitations in such Approved Jurisdiction as may be reasonably agreed between the Administrative Agent and the Borrower Agent and all actions required pursuant to Section 1.14 shall be taken in each applicable jurisdiction, and nothing in this Section 5.12 or other limitation in this Agreement shall in any way limit or restrict the pledge of assets and property by Intermediate Holdings or any such Subsidiary that is a Subsidiary Guarantor or the pledge of the equity interests of such Subsidiary by any other Loan Party that holds such equity interests or any other actions required pursuant to Section 1.14, provided

that, in no event shall this Section 5.12(c) prohibit the Borrowers or any Subsidiary from rejecting or abandoning or seeking rent abatement or other modifications under any lease or any other contract in accordance with the U.S. Bankruptcy Code and any order of the Bankruptcy Court, in each case, in accordance with the terms of this Agreement.

Section 5.13 Debtor-in-Possession Obligations. Comply in all material respects in a timely manner with their obligations and responsibilities as debtors-in-possession under the Bankruptcy Code, the Bankruptcy Rules, the DIP Order, and any other order of the Bankruptcy Court. Give, on a timely basis as specified in the applicable DIP Order, all notices required to be given to all parties specified in such DIP Order.

Section 5.14 Additional Bankruptcy Matters. Upon written request by the Administrative Agent, promptly provide the Administrative Agent, the Lenders and the Specified Lender Advisors with updates of any material developments in connection with the Loan Parties' reorganization efforts under the Chapter 11 Cases, whether in connection with the sale of all or substantially all of the Borrowers' and its Subsidiaries' consolidated assets, the marketing of any Loan Parties' assets, the formulation of bidding procedures, an auction plan, and documents related thereto, or otherwise.

Section 5.15 Post-Closing. Within the time periods specified on Schedule 5.15 (as each may be extended by the Administrative Agent in its reasonable discretion), provide such Collateral Documents and complete such undertakings as are set forth on Schedule 5.15. All conditions precedent, affirmative covenants and representations contained in this Agreement and the other Loan Documents shall be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above within the time periods required above, rather than as elsewhere provided in the Loan Documents); provided that (x) to the extent any representation and warranty would not be true, any affirmative covenant breached or any condition precedent not met under this Agreement and the other Loan Documents because the foregoing actions were not taken on the Closing Date, the respective representation and warranty shall be required to be true and correct in all material respects (or, to the extent qualified by materiality, in all respects) and the respective affirmative covenant complied with and condition precedent met at the time the respective action is taken (or was required to be taken) in accordance with the foregoing provisions of this Section 5.15 and (y) all representations and warranties relating to the Collateral Documents shall be required to be true in all material respects (or, to the extent qualified by materiality, in all respects) and all affirmative covenants relating to the Collateral Documents shall be required to be complied with, in each case, immediately after the actions required to be taken by this Section 5.15 have been taken (or were required to be taken) and the parties hereto acknowledge and agree that the failure to take any of the actions required above, within the relevant time periods required above (after giving effect to any extension provided by the Administrative Agent in its reasonable discretion, as permitted above), shall give rise to an immediate Event of Default pursuant to this Agreement.

Section 5.16 [Reserved]

Section 5.17 Cash Management. The Borrower Agent shall maintain the cash management of the Loan Parties in all material respects in accordance with the Cash Management Order.

Section 5.18 Milestones. By the times and dates set forth below (as any such time and date may be extended with the consent of the Administrative Agent (at the direction of the Required Lenders) cause the following to occur (each, a "Milestone"):

(a) by the date that is no later than April 5, 2024, the Debtors shall have delivered an emergence business plan, and additional diligence materials, to the Ad Hoc Group of Term Lenders, and such plan and materials shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders;

(b) by the date that is no later than April 15, 2024, the Bankruptcy Court shall have entered orders temporarily restraining (if necessary) and enjoining the continued prosecution of the Non-Participating Lender Action and the Invesco Action (each as defined in the RSA);

(c) by the date that is no later than June 21, 2024, the Bankruptcy Court shall have entered the Sale Order (as defined in the RSA), and such order shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders;

(d) by the date that is no later than June 21, 2024, the Bankruptcy Court shall have (i) entered an order in the Non-Participating Lender Adversary Proceeding granting the relief sought in the Non-Participating Lender Complaint, and such order shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders, and (ii) entered an order in the Invesco Adversary Proceeding granting the relief sought in the Invesco Complaint, and such order shall be in form and substance satisfactory to the Ad Hoc Group of Term Lenders; and

(e) by the date that is no later than June 28, 2024, the Sale shall have been consummated.

Section 5.19 Budget.

(a) On or before the fifth (5th) day before the end of each Budget Period (as defined below) beginning with the fourth full week following the Petition Date (or more frequently if determined by the Debtors), the Debtors will deliver to the Administrative Agent (and the Administrative Agent shall promptly distribute the same to all Lenders) and the Specified Lender Advisors an updated budget for the subsequent 13-week period (a “Subsequent DIP Budget”), which shall be in form and substance satisfactory to the Required Lenders in their sole discretion (not to be unreasonably withheld). The Required Lenders shall be deemed to have approved of any such Subsequent DIP Budget unless the Required Lenders shall have objected thereto in writing to the Loan Parties (with email to the Loan Parties’ counsel being sufficient) within five (5) Business Days after receipt thereof (and the Administrative Agent shall promptly notify all Lenders of such objection). In the event the Required Lenders objects to the most recently delivered Subsequent DIP Budget, the prior Subsequent DIP Budget shall remain in full force and effect. The Loan Parties may, upon five Business Day’s written notice to the Required Lenders (with email to the Required Lenders’ counsel being sufficient) request an immediate hearing with the Bankruptcy Court to seek approval of any such Subsequent DIP Budget to be deemed the Approved Budget. In the event the conditions for the most recently delivered Subsequent DIP Budget to constitute an “Approved Budget” are not met as set forth herein, the prior Approved Budget shall remain in full force and effect and the Debtors shall be required to work in good faith with the Required Lenders to modify such Subsequent DIP Budget until the Required Lenders approve (which approval shall not be unreasonably withheld) such Subsequent DIP Budget as an “Approved Budget.” “Budget Period” means the initial four-week period set forth in the Approved Budget in effect at such time.

(b) On or before 5:00 p.m. (prevailing Central Time) on the Friday of each calendar week commencing after the Closing Date (each, a “Reporting Date”), the Debtors shall deliver to the Administrative Agent (and the Administrative Agent shall promptly distribute the same to all Lenders) and the Advisors a variance report/reconciliation in form and substance reasonably satisfactory to the Required Lenders (the “Approved Budget Variance Report”), setting forth in detail (i) the Debtors’ actual disbursements on (the “Actual Disbursements”) on an aggregate basis as detailed in the Approved Budget for the four week period preceding the applicable Reporting Date; (ii) the Debtors’ actual ordinary course receipts (the “Actual Receipts”), excluding, for the avoidance of doubt, any intercompany transactions or asset sales outside the ordinary course of business, on an aggregate basis for the four week period preceding the applicable Reporting Date; (iii) the (x) amounts set forth in the Approved Budget under “Professional Fees” (y) amounts set forth in the Approved Budget under “Debt Service”, in each case, ending on the applicable Reporting Date and (z) amounts set forth in the Approved Budget under “First Day Motion Payments”; (iv) a comparison (whether positive or negative, in dollars and expressed as a percentage) of the Actual Disbursements and Actual Receipts for the four week period preceding the applicable Reporting Date to the amount of Debtors’ projected

disbursements and projected cash receipts set forth in the Approved Budget for such period; (v) as to each variance contained in the Approved Budget Variance Report and required to be tested pursuant to Section 6.22 below, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any material variance.

(c) On each Friday (or such other day as mutually agreed with the Ad Hoc Group of Term Lenders) of each calendar week commencing after the Closing Date, at a time mutually agreed with the Required Lenders, the Borrowers shall participate, and cause relevant members of management, as appropriate, and use commercially reasonable efforts to cause the Company's relevant advisors (if any) to participate, in a conference call with the Specified Lender Advisors, and all Lenders as opt to participate in such call, to discuss (i) the financial condition, results of operations (to the extent relating to month end results of operations or KPIs provided on a weekly basis) and cash flow forecast of Holdings and its Subsidiaries for the most recently-ended week and/or (ii) responses previously provided, including discussion of written responses (if any) or materials (if any) prepared in response to, any business or financial due diligence questions presented to the Company by members of the Ad Hoc Group of Term Lenders from time to time; it being understood that the foregoing requirements of this provision cannot be construed to create any obligations on any of the Loan Parties' financial or other advisors to take or refrain from taking any action, absent an express contractual requirement to do so under their respective engagement agreements with the relevant Loan Parties or as expressly provided for in this Section 5.19, nor can any of the foregoing be construed to override any existing confidentiality or other obligations owed by any Loan Party to any Person.

Section 5.20 [Reserved].

Section 5.21 Ratings. The Borrowers will use commercially reasonable efforts to obtain from Moody's and S&P (i) ratings for the Term Loans and (ii) corporate credit ratings and corporate family ratings in respect of the Borrowers (it being understood that, in each case, the Borrowers shall not be required to obtain a specific rating) on or prior to the date that is 60 days after the Closing Date (or such later date as the Required Lenders may agree in their sole discretion (which extension may be communicated in writing by the Specified Lender Advisors at the direction of the Required Lenders)).

ARTICLE 6

NEGATIVE COVENANTS

Until the Termination Date has occurred, each Loan Party covenants and agrees, jointly and severally, with the Lenders that:

Section 6.01 Indebtedness. Holdings, the Borrowers and each Subsidiary shall not, directly or indirectly, create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

(a) the Secured Obligations;

(b) Indebtedness of any Loan Party or any Subsidiary owing to any other Loan Party or any other Subsidiary; provided that in the case of any Indebtedness of a Subsidiary that is not a Loan Party owing to a Loan Party, such Indebtedness shall (x) be permitted as an Investment by Section 6.07 or (y) be of the type described in clause (ii) of the parenthetical under clause (c) of the definition of "**Investment**"; provided, further, that all such Indebtedness shall be evidenced by an Intercompany Note (pursuant to which or in a separate subordination agreement reasonably acceptable to the Administrative Agent all such Indebtedness of any Loan Party to any Subsidiary that is not a Loan Party must be expressly subordinated to the Obligations of such Loan Party on the terms set forth therein) and shall, if owned by a Loan Party, be subject to a the Liens granted pursuant to the Pledge and Security Agreement;

(c) Indebtedness in the form of letters-of-credit existing prior to the Closing Date, and any refinancings thereof, in an amount not to exceed \$350,000;

(d) Indebtedness which may be deemed to exist pursuant to any performance and completion guaranties or customs, stay, performance, bid, surety, statutory, appeal or other similar obligations incurred in the ordinary course of business or in respect of any letters of credit related thereto;

(e) Indebtedness in respect of Banking Services Obligations and other netting services, overdraft protections, automated clearing-house arrangements, employee credit card programs and similar arrangements and otherwise in connection with Cash management and Deposit Accounts and any Guarantees thereof or the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, so long as such Indebtedness is extinguished within 10 Business Days of its incurrence;

(f) (x) guaranties of the obligations of suppliers, customers, franchisees and licensees in the ordinary course of business as in effect on the Closing Date and (y) Indebtedness incurred in the ordinary course of business in respect of obligations of Holdings, any Borrower or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services;

(g) guaranties by Holdings, any Borrower or any Subsidiary of Indebtedness or other obligations of Holdings, any Borrower or any Subsidiary with respect to Indebtedness otherwise permitted to be incurred pursuant to this Section 6.01 or obligations not prohibited by this Agreement other than any such guaranties in existence as of the Closing Date; provided that (A) no Loan Party shall be permitted to guarantee Indebtedness of a non-Loan Party, (B) no Guarantee by any Subsidiary of any Indebtedness permitted under Section 6.01(c), shall be permitted unless the guaranteeing party shall have also provided a Guarantee of the Guaranteed Obligations on the terms set forth herein, (C) if the Indebtedness being guaranteed is subordinated to the Obligations, such Guarantee shall be subordinated to the Obligations on terms at least as favorable (as reasonably determined by the Borrower Agent) to the Lenders as those contained in the subordination of such Indebtedness, and (D) any Guarantee by a Subsidiary that is not a Loan Party of any Indebtedness of a Loan Party shall be permitted solely if such Subsidiary that is not a Loan Party can incur (and does not incur) such Guarantee under a provision of this Section 6.01 other than this Section 6.01(g);

(h) Indebtedness existing on the Closing Date and described on Schedule 6.01;

(i) Indebtedness arising from agreements providing for indemnification, adjustment of purchase price or similar obligations (including contingent earnout obligations) incurred in connection with asset sales or other sales or other purchases of assets, or Indebtedness arising from guaranties, letters of credit, surety bonds or performance bonds securing the performance of any such Borrower or any such Subsidiary pursuant to such agreements;

(j) Indebtedness arising from obligations (including indemnification obligations) under operating leases entered into in the ordinary course of business;

(k) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(l) Indebtedness with respect to Capitalized Lease Obligations and purchase money Indebtedness incurred prior to or within 270 days of the acquisition or lease or completion of construction, repair of, improvement to or installation of the assets acquired in connection with the incurrence of such Indebtedness in an aggregate principal amount, together with any permitted Refinancing Indebtedness in respect thereof, at any time outstanding not to exceed \$5,000,000;

(m) [reserved];

(n) [reserved];

(o) [reserved]

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) [reserved];

(t) Indebtedness of Foreign Subsidiaries in respect of Factoring Facilities at any time outstanding in an aggregate principal amount not to exceed \$8,000,000;

(u) Indebtedness at any time outstanding in an aggregate principal amount not to exceed \$2,000,000; provided that the amount of Indebtedness incurred pursuant to this Section 6.01(u) by Subsidiaries that are not Guarantors shall not at any time outstanding exceed an aggregate principal amount of \$1,000,000;

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) [reserved];

(z) Indebtedness incurred by Holdings, any Borrower or any Subsidiary in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims;

(aa) [reserved];

(bb) Indebtedness representing (i) deferred compensation to directors, officers, employees, members of management and consultants of any Parent Company, the Borrowers or any Subsidiary in the ordinary course of business and (ii) deferred compensation or other similar arrangements in connection with the Transactions or any Investment permitted hereby;

(cc) [reserved];

(dd) [reserved];

(ee) Indebtedness in respect of obligations under Supplier Financing Facilities in an aggregate principal amount not to exceed \$4,000,000;

(ff) without duplications of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and Charges with respect to Indebtedness hereunder; and

(gg) [reserved];

For purposes of determining compliance with this Section 6.01:

(1) in the event that an item of Indebtedness (or any portion thereof) at any time, whether at the time of incurrence or upon the application of all or a portion of the proceeds thereof or subsequently, meets the criteria of more than one of the categories of permitted Indebtedness described in clauses (a) through (ii) above or is entitled to be incurred pursuant to Section 6.01, the Borrower

Agent, in its sole discretion, may divide and classify and may subsequently re-divide and reclassify, such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness (or a portion thereof) in such of the above clauses as determined by the Borrower Agent at such time; provided that all Indebtedness incurred hereunder on the Closing Date, and related Guarantees on the Closing Date will, at all times, be treated as incurred on the Closing Date under Section 6.01(a) and (c), respectively, and may not be reclassified;

(2) the Borrowers are entitled to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described in Section 6.01, subject to the proviso to the preceding clause (1);

(3) the principal amount of Indebtedness outstanding under any clause of this Section 6.01 will be determined after giving effect to the application of proceeds of any such Indebtedness to refinance any such other Indebtedness; and

(4) guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that are otherwise included in the determination of a particular amount of Indebtedness will not be included in the determination of such amount of Indebtedness; provided that the incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was incurred in compliance with this Section 6.01.

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable Dollar denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, plus the aggregate amount of fees, underwriting discounts, premiums (including tender premiums) and other costs and expenses (including original issue discount) incurred in connection with such refinancing.

The accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 6.01. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of Holdings dated such date prepared in accordance with GAAP.

Notwithstanding anything to the contrary contained above in this Section 6.01, in no event shall any Foreign Subsidiary provide a Guarantee in respect of Indebtedness of any Loan Party unless such Guarantee is permitted pursuant to Section 6.07.

Notwithstanding anything in this Agreement or any other Loan Document to the contrary, Holdings, the Borrowers and each Subsidiary shall not, directly or indirectly, (i) create, incur, assume or otherwise become or remain liable with respect to any Indebtedness that is owed, directly or indirectly, to Invesco or in which Invesco has a direct or indirect beneficial economic ownership interest (including, for the avoidance of doubt, by way of participation or otherwise), other than Term Loans owed to Invesco on the Closing Date, or (ii) obtain from Invesco any commitments to fund Indebtedness.

Notwithstanding anything in this Agreement or any other Loan Document to the contrary, Holdings, the Borrowers and each Subsidiary shall ensure that any Indebtedness owing by a Loan Party to any Subsidiary of Holdings that is not a Loan Party shall be at all times subordinated in right of payment, on terms satisfactory

to the Required Lenders, to the Obligations; provided, the terms of the Intercompany Note as in effect on the Closing Date shall be deemed to be terms satisfactory to the Required Lenders.

Section 6.02 Liens. Holdings, the Borrowers and the Subsidiaries shall not create, incur, assume or permit to exist any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

- (a) Liens securing the DIP Obligations pursuant to the DIP Order;
- (b) Liens for Taxes which are (i) not then due or if due obligations with respect to such Taxes that are not at such time required to be paid pursuant to Section 5.03 or (ii) which are being contested in accordance with Section 5.03, in each case, for which adequate reserves have been established in accordance with GAAP;
- (c) statutory, common law or other ordinary course Liens of landlords, banks (and rights of setoff), carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law (other than any such Lien imposed pursuant to Section 430(k) of the Code or by ERISA), or otherwise in the ordinary course of business (i) for amounts not yet overdue by more than 60 days, (ii) for amounts that are overdue by more than 60 days and that are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts or (iii) with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect;
- (d) Liens incurred (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security laws and regulations, (ii) in the ordinary course of business to secure the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money) or (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings and its Subsidiaries;
- (e) easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not, in the aggregate, materially interfere with the ordinary conduct of the business of Holdings and its Subsidiaries taken as a whole, or the use of the affected property for its intended purpose;
- (f) any (i) interest or title of a lessor or sublessor under any lease of real estate permitted hereunder, (ii) landlord liens permitted by the terms of any lease, (iii) restrictions or encumbrances that the interest or title of such lessor or sublessor may be subject to or (iv) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);
- (g) Liens (i) solely on any Cash earnest money deposits or cash advances made by Holdings or any Subsidiaries in connection with any letter of intent or purchase agreement or property to be acquired with respect to any Investment permitted hereunder and (ii) consisting of an agreement to dispose of any property in a disposition permitted under Section 6.08, in each case, solely to the extent such Investment or disposition, as the case may be, would have been permitted on the date of the creation of such Lien;
- (h) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases of personal property or consignment or bailee arrangements entered into in the ordinary course of business;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens in connection with, and rights and restrictions arising under, any zoning, building or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any or dimensions of real property or the structure thereon;

(k) [reserved]

(l) Liens existing on the Closing Date and described on Schedule 6.02 (provided that any Liens securing obligations in an aggregate amount on the Closing Date not in excess of \$1,000,000 for all such Liens shall not be required to be described in Schedule 6.02) and any modifications, replacements, refinancings, renewals or extensions thereof; provided that (i) the Lien does not extend to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien and (B) proceeds and products thereof and accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(l) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) and (ii) the replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens is permitted by Section 6.01;

(m) Liens securing Indebtedness incurred pursuant to Section 6.01(c) including any cash collateral arrangements supporting letters of credit;

(n) Liens securing Indebtedness permitted pursuant to Section 6.01(l); provided that any such Lien shall encumber only the asset acquired with the proceeds of such Indebtedness and proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(l) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates)

(o) [reserved];

(p) Liens (i) that are contractual rights of setoff relating to the establishment of depositary relations with banks not given in connection with the issuance of Indebtedness, (ii) that are contractual rights of setoff relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business, (iii) that are contractual rights of setoff relating to purchase orders and other agreements entered into with customers in the ordinary course of business, (iv) encumbering commodity trading or other brokerage accounts incurred in the ordinary course of business, (v) encumbering reasonable customary initial deposits and margin deposits, (vi) [reserved], and (vii) of a collection bank arising under Section 4-208 of the Uniform Commercial Code on items of collection;

(q) [reserved];

(r) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of Holdings and its Subsidiaries;

(s) Liens disclosed in the title insurance policies delivered pursuant to Sections 5.12 and 5.15 with respect to any Mortgaged Property reasonably acceptable to the Administrative Agent (which shall include, without limitation, Liens of the type described in Sections 6.02(e), (f) and (j));

(t) Liens on the Collateral securing the Indebtedness (and any guarantees in respect thereof) incurred pursuant to Section 6.01(c);

(u) Liens on assets securing Indebtedness or other obligations (which shall not, for the avoidance of doubt, secure any Indebtedness incurred under this Agreement) in an aggregate principal amount not to exceed \$1,000,000 at any time outstanding;

(v) Liens on assets securing judgments for the payment of money not constituting an Event of Default under Section 7.01(h);

(w) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of Holdings and its Subsidiaries (other than an Immaterial Subsidiary) or (ii) secure any Indebtedness;

(x) [reserved];

(y) Liens on Cash deposits and pledges securing obligations permitted under Sections 6.01(e), (z), and (cc);

(z) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property in the ordinary course of business and permitted by this Agreement;

(aa) Liens on Supplier Financing Assets incurred in connection with a Supplier Financing Facility or a Factoring Facility permitted hereby;

(bb) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(cc) [reserved];

(dd) [reserved];

(ee) Liens on assets securing obligations in respect of any Indebtedness permitted under Section 6.01(ff) to the extent the related Indebtedness is permitted to be secured hereunder and such Liens are on the same assets;

(ff) Liens securing Banking Services Obligations permitted by Section 6.01;

(gg) Liens (i) in favor of Holdings or any Loan Party and (ii) in favor of a Subsidiary that is not a Loan Party on assets of a Subsidiary that is not a Loan Party securing Indebtedness permitted under Section 6.01;

(hh) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 6.07;

(ii) ground leases in respect of real property on which facilities owned or leased by Holdings or any of its Subsidiaries are located entered into in the ordinary course of business so long as such leases do not individually or in the aggregate (i) interfere in any material respects with the ordinary conduct of business of any Loan Party or (ii) materially impair the use (for its intended purposes) of the property subject thereto; provided, however, that in the case of any Mortgaged Property that subsequently becomes subject to a ground lease, such ground lease shall be subordinate to the Liens granted and evidenced by the Mortgage;

(jj) deposits of cash with utilities or with the owner or lessor of premises leased and operated by Holdings or any of its Subsidiaries to secure the performance of Holdings' or such Subsidiary's obligations to the relevant utility or the applicable owner or lessor under the terms of the lease for such premises incurred in the ordinary course of business;

(kk) Liens arising by operation of law in the United States under Article 2 of the UCC in favor of a reclaiming seller of goods or buyer of goods; and

(ll) Liens on the Capital Stock of any joint ventures that are not Subsidiaries.

For purposes of determining compliance with this Section 6.02, (A) a Lien need not be incurred solely by reference to one Basket in this Section 6.02, but is permitted to be incurred in part under any combination thereof and of any other available Basket and (B) in the event that a Lien (or any portion thereof) meets the criteria of one or more of the Baskets in this Section 6.02, the Borrowers will, in its sole discretion, be entitled to divide, classify or reclassify, in whole or in part, any such Lien (or any portion thereof) among one or more of such categories or clauses in any manner; provided that all Liens granted pursuant to (x) the Loan Documents will, at all times, be treated as incurred under Section 6.02(a) and (t), respectively, and may not be reclassified.

Section 6.03 [Reserved].

Section 6.04 No Further Negative Pledges. No Loan Party or any of its Subsidiaries shall enter into any agreement prohibiting the creation or assumption of any Lien upon any of its properties or assets, whether now owned or hereafter acquired, except with respect to:

- (a) specific property to be sold pursuant to an asset sale permitted by Section 6.08;
- (b) restrictions contained in any agreement with respect to Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien, but only if such agreement applies solely to the specific asset or assets to which such Permitted Lien applies;
- (c) restrictions contained in the Prepetition Loan Documents and the documentation governing Indebtedness permitted by clauses (c), (f), (j), (u) and (ee) of Section 6.01;
- (d) restrictions by reason of customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses and similar agreements entered into in the ordinary course of business (provided that such restrictions are limited to the property or assets secured by such Liens or the property or assets subject to such leases, subleases, licenses, sublicenses or similar agreements, as the case may be);
- (e) Permitted Liens and restrictions in the agreements relating thereto that limit the right of any of the Subsidiaries to dispose of or transfer the assets subject to such Liens;
- (f) provisions limiting the disposition or distribution of assets or property in joint venture agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements;
- (g) any encumbrance or restriction assumed in connection with an acquisition of property or new Subsidiaries, so long as such encumbrance or restriction relates solely to the property so acquired and was not created in connection with or in anticipation of such acquisition;
- (h) restrictions imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements that restrict the transfer of ownership interests in such partnership, limited liability company, joint venture or similar Person;
- (i) restrictions on Cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(j) restrictions set forth in documents which exist on the Closing Date and are listed on Schedule 6.04 hereto;

(k) restrictions that are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary of Holdings, so long as such restrictions were not entered into in contemplation of such Person becoming a Subsidiary of Holdings; provided, further, that this clause (k) shall not apply to restrictions that are binding on a Person that becomes a Subsidiary pursuant to Section 5.10;

(l) restrictions arising under Indebtedness of a Subsidiary which is not a Loan Party which is permitted by Section 6.01 and which does not apply to any Loan Party;

(m) negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.01 but solely to the extent any negative pledge relates to (i) the property financed by such Indebtedness and the proceeds, accessions and products thereof or (ii) the property secured by such Indebtedness and the proceeds, accessions and products thereof so long as the agreements governing such Indebtedness permit the Liens securing the Secured Obligations;

(n) comprise restrictions imposed by any agreement governing Indebtedness entered into on or after the Closing Date and permitted under Section 6.01 that are, taken as a whole, in the good faith judgment of the Borrower Agent, no more restrictive with respect to Holdings or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower Agent shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments required hereunder;

(o) [reserved]; and

(p) restrictions or encumbrances imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (o) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower Agent, no more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.05 Restricted Payments; Certain Payments of Indebtedness.

(a) Neither Holdings nor any Subsidiary of Holdings (each, an “**RP Restricted Party**”) shall pay or make, directly or indirectly, any Restricted Payment, except that:

(i) (i) each Borrower and each Subsidiary of Holdings may make Restricted Payments to Holdings (*provided*, that such Restricted Payments to Holdings are made in the ordinary course of business and consistent with past practices, or are otherwise contemplated by the Approved Budget), and other Subsidiaries of Holdings (and, in the case of a Restricted Payment by a non-Wholly-Owned Subsidiary, to Holdings and any other Subsidiary and to each other owner of Capital Stock of such Subsidiary based on their relative ownership interests of the relevant class of Capital Stock);

(ii) each RP Restricted Party may make Restricted Payments to the extent necessary to permit Holdings or any Parent Company:

(A) to pay (x) general administrative costs and expenses (including corporate overhead, legal or similar expenses) and franchise fees and taxes and similar fees, taxes and expenses, required to maintain the organizational existence of Holdings or such Parent Company, in each case, which are reasonable and customary and incurred in the ordinary course of business, plus any reasonable and customary indemnification claims made by

directors, officers, members of management or employees of Holdings or any Parent Company, in each case, to the extent attributable to the ownership or operations of any of Holdings or any Subsidiaries, and (y) without duplication of preceding clause (x), any Public Company Costs;

(B) for any taxable period in which Holdings and/or any of its Subsidiaries is a member of a consolidated, combined or similar income tax group of which Holdings or a direct or indirect parent of Holdings is the common parent (a “**Tax Group**”), to discharge the consolidated tax liabilities of such Tax Group when and as due, to the extent such liabilities are attributable to the ownership or operations of Holdings and its applicable Subsidiaries; provided that the amount paid by Holdings pursuant to this paragraph (B) shall not exceed the lesser of (i) the tax liabilities that would be due if Holdings and its applicable Subsidiaries were separate corporations filing income and similar tax returns on a separate entity basis or on a consolidated or combined basis with Holdings as the common parent of such affiliated group (as applicable) and (ii) the actual tax liability of Holdings or such corporate parent;

(C) to pay audit and other accounting and reporting expenses at a Parent Company to the extent relating to the ownership or operations of Holdings and its Subsidiaries;

(D) for the payment of insurance premiums to the extent relating to the ownership or operations of such RP Restricted Party and their Subsidiaries;

(E) [reserved];

(F) [reserved]

(G) without duplication of clause (A)(y) above, to pay customary salary, bonus and other benefits payable to directors, officers, members of management or employees of any Parent Company to the extent such salary, bonuses and other benefits are directly attributable and reasonably allocated to the operations of Holdings and its Subsidiaries, in each case, so long as such Parent Company applies the amount of any such Restricted Payment for such purpose;

(iii) [reserved];

(iv) [reserved];

(v) [reserved];

(vi) [reserved];

(vii) [reserved];

(viii) [reserved];

(ix) [reserved];

(x) to the extent constituting a Restricted Payment, each RP Restricted Party may consummate any transaction permitted by Sections 6.01, 6.07 (other than Sections 6.07(j) and (t)), 6.08 (other than Section 6.08(g)) and 6.11(o);

(xi) [reserved];

(xii) [reserved];

(xiii) Restricted Payments made to permit Holdings or a Parent Company to pay the amounts contemplated by Section 6.11(o);

(xiv) [reserved]; and

(xv) [reserved].

(b) Holdings and the Subsidiaries shall not make, directly or indirectly, any repayment or other distribution (whether in Cash, securities or other property) on or in respect of principal of or interest on any Junior Indebtedness (other than payments at maturity), 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 Junior Indebtedness (collectively, **“Restricted Debt Payments”**).

For purposes of determining compliance with this Section 6.05, in the event that any Restricted Payment or Restricted Debt Payment meets the criteria of more than one exceptions described in Sections 6.05(a)(i) through (xv) or 6.05(b)(i) through (xii), the Borrower Agent shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such Restricted Payment or Restricted Debt Payment (or any portion thereof) and will only be required to include the amount and type of Restricted Payment or Restricted Debt Payment in one or more of the above clauses.

Section 6.06 Restrictions on Subsidiary Distributions. Except as provided herein or in any other Loan Document, or in agreements with respect to refinancings, renewals or replacements of such Indebtedness permitted by Section 6.01, so long as such refinancing, renewal or replacement does not expand the scope of such contractual obligation, Holdings and the Subsidiaries shall not create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction, in each case of any kind on the ability of any Subsidiary to:

(a) pay dividends or make any other distributions on any of such Subsidiary’s Capital Stock owned by Holdings, any Borrower or any other Subsidiary;

(b) repay or prepay any Indebtedness owed by such Subsidiary to Holdings, any Borrower or any other Subsidiary;

(c) make loans or advances to Holdings, any Borrower or any other Subsidiary of the Borrower Agent; or

(d) transfer any of its property or assets to Holdings, any Borrower or any other Subsidiary other than restrictions:

(i) in any agreement evidencing (x) Indebtedness of a Subsidiary other than a Loan Party permitted by Section 6.01, (y) Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien if such encumbrances or restrictions apply only to the Person obligated under such Indebtedness and its Subsidiaries or the property or assets intended to secure such Indebtedness and (z) Indebtedness permitted pursuant to clauses (c), (f) and (u) of Section 6.01;

(ii) by reason of customary provisions restricting assignments, subletting or other transfers contained in leases, subleases, licenses, sublicenses, joint venture agreements and similar agreements entered into in the ordinary course of business;

(iii) that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of any option or right with respect to any property, assets or Capital Stock not otherwise prohibited under this Agreement;

(iv) assumed in connection with an acquisition of property or new Subsidiaries, so long as such encumbrance or restriction relates solely to the property so acquired and was not created in connection with or in anticipation of such acquisition;

(v) in any agreement for the sale or other disposition of a Subsidiary that restricts distributions by that Subsidiary pending the sale or other disposition;

(vi) in provisions in agreements or instruments which prohibit the payment of dividends or the making of other distributions with respect to any class of Capital Stock of a Person other than on a *pro rata* basis;

(vii) imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements that restrict the transfer of ownership interests in such partnership, limited liability company, joint venture or similar Person;

(viii) on Cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(ix) set forth in documents which exist on the Closing Date and are listed on Schedule 6.06 hereto;

(x) in the documentation governing any Supplier Financing Facility that in the good faith determination of Borrower Agent are necessary or advisable to effect such Supplier Financing Facility; provided that any such restrictions shall be limited to the related Supplier Financing Assets.

(xi) in the documentation governing any Factoring Facility that in the good faith determination of Borrower Agent are necessary or advisable to effect such Factoring Facility; provided that any such restrictions shall be limited to the related Supplier Financing Assets;

(xii) other restrictions permitted by Section 6.04; and

(xiii) of the types referred to in clauses (a) through (d) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (xi) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower Agent, no more restrictive with respect to such restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.07 Investments. Holdings, the Borrowers and the Subsidiaries shall not make or own any Investment in any Person except:

(a) Cash or Cash Equivalents;

(b) (i) equity Investments owned as of the Closing Date in any Subsidiary, (ii) Investments made after the Closing Date in Subsidiaries that are Loan Parties and (iii) equity Investments by a Loan Party in a non-Loan Party consisting of the Capital Stock of any Person which is not a Loan Party;

(c) Investments (i) constituting deposits, prepayments and other credits to suppliers, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business;

(d) Investments (i) by any Subsidiary that is not a Loan Party in Holdings or any Subsidiary of Holdings; provided that any Indebtedness owed by a Loan Party to a non-Loan Party is subordinated to the Secured Obligations, (ii) by any Loan Party in any other Loan Party; (iii) by any Loan Party in any Subsidiary that is not a Loan Party so long as, such Investments made after the Closing Date are for bona fide business purposes and the aggregate amount of any such Investments outstanding at any time under this clause (iii) does not exceed \$2,000,000; provided that all such Investments made pursuant to this clause (iii) shall be made in the form of intercompany loans in favor of such Loan Party of which the original shall be promptly delivered to the Collateral Agent (along with an executed and undated transfer power) as Collateral for the Obligations (or, alternatively, may be evidenced pursuant to an Intercompany Note), (iv) the Maquiladoras Investments made in the ordinary course and consistent with past practice and (v) any other intercompany Investments described or contemplated by the transactions set forth in the Approved Budget;

(e) [reserved];

(f) Investments existing on, or contractually committed to as of, the Closing Date or made pursuant to binding commitments in effect on the Closing Date, in each of the foregoing cases, as described in Schedule 6.07 and any modification, replacement, renewal or extension thereof so long as any such modification, renewal or extension thereof does not increase the amount of such Investment except by the terms thereof or as otherwise permitted by this Section 6.07; provided that the amount of any such Investment or binding commitment may be increased as required by the terms of such Investment or binding commitment as in existence on the Closing Date (including as a result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities);

(g) Investments permitted by Section 6.08;

(h) loans or advances to officers, directors, employees, consultants or independent contractors of any Parent Company, Holdings the Borrower Agent or the Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes, (ii) in connection with such Person's purchase of Capital Stock of any Parent Company or to permit the payment of taxes with respect thereto; provided that, to the extent such loans or advances are made in cash, the amount of such loans and advances used to acquire such Capital Stock shall be contributed to the Borrowers in cash as common equity and (iii) for any other purposes not described in the foregoing clauses (i) and (ii); provided that the aggregate principal amount outstanding at any time under this clause (iii) shall not exceed \$250,000;

(i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(j) Investments consisting of Indebtedness permitted under Section 6.01 (other than Indebtedness permitted under 6.01(b) and (h)), Permitted Liens, Restricted Payments permitted under Section 6.05 (other than Section 6.05(a)(ix)), Restricted Debt Payments permitted by Section 6.05 and mergers, consolidations or asset sales or dispositions permitted by Section 6.08 (other than Section 6.08(a) (if made in reliance on subclause (ii)(y)), Section 6.08(b) (if made in reliance on clause (ii)) and Section 6.08(c)(i) (if made in reliance on the proviso therein) and Section 6.08(g));

(k) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(l) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other financially troubled account debtors arising in the ordinary course of business and/or (iii) upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(m) loans and advances of payroll payments or other compensation to employees, officers, directors, consultants or independent contractors of Holdings or any Parent Company (to the extent attributable to the ownership or operation of the Subsidiaries), the Borrower Agent or any Subsidiary in the ordinary course of business;

(n) [reserved];

(o) Investments of any Person acquired by, or merged into or consolidated or amalgamated with, any Borrower or any Subsidiary pursuant to an Investment otherwise permitted by this Section 6.07 after the Closing Date to the extent that such Investments of such Person were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation and any modification, replacement, renewal or extension thereof so long as any such modification, renewal or extension thereof does not increase the amount of such Investment except as otherwise permitted by this Section 6.07;

(p) the Transactions;

(q) Investments made after the Closing Date by Holdings, the Borrowers or any Subsidiary in an aggregate principal amount at any time outstanding not to exceed \$2,500,000 (provided, for the avoidance of doubt, this clause (q) shall never be less than \$0);

(r) [reserved];

(s) Guarantees of leases (other than Capitalized Lease Obligations) or of other obligations not constituting Indebtedness, in each case in the ordinary course of business;

(t) Investments in any Parent Company in amounts and for purposes for which Restricted Payments such Parent Company are permitted under Section 6.05; provided that any such Investments made as provided above in lieu of such Restricted Payments shall reduce availability under any applicable Restricted Payment basket under Section 6.05;

(u) [reserved];

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) [reserved];

(z) [reserved]; or

(aa) Investments in deposit accounts, securities accounts and commodities accounts maintained by Holdings or such Subsidiary, as the case may be.

For purposes of determining compliance with this Section 6.07, in the event that any Investment (or any portion thereof) meets the criteria of more than one or more of the clauses contained in this Section 6.07, the Borrower Agent will be entitled to divide or classify (or later divide, classify or reclassify), in whole or in part, in its sole discretion, such Investment (or any portion thereof) among one or more clauses contained in this Section 6.07 in any manner.

Section 6.08 Fundamental Changes: Disposition of Assets. Holdings, the Borrowers and the Subsidiaries shall not consummate any transaction of merger or consolidation, or liquidate, wind up or dissolve

itself (or suffer any liquidation or dissolution), or convey, sell, lease or sublease (as lessor or sublessor), transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its business, assets or property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, whether now owned or hereafter acquired, except:

(a) any Subsidiary may be merged or consolidated or amalgamated with or into any Borrower or any other Subsidiary; provided that (i) in the case of such a merger, amalgamation or consolidation with or into a Borrower, such Borrower shall be the continuing or surviving Person (or, in the case of any such transaction involving Borrower Agent, the Borrower Agent shall be the continuing or surviving Person) (including, for the avoidance of doubt, the merger, amalgamation or consolidation of RS Funding Holdings, LLC into the Company with the Company as the continuing or surviving Person) and (ii) in the case of such a merger, amalgamation or consolidation with or into any Subsidiary Guarantor, either (x) such Subsidiary Guarantor shall be the continuing or surviving Person (unless the surviving person is a Borrower, in which case the applicable Borrower shall survive) or (y) such transaction shall be treated as an Investment and shall comply with Section 6.07;

(b) sales or other dispositions among Holdings, the Borrowers and the Subsidiaries (upon voluntary liquidation or otherwise); provided that any such sales or dispositions by a Loan Party to a Person that is not a Loan Party shall be (i) for Fair Market Value (as reasonably determined by such Person) and at least 75.0% of the consideration for such sale or disposition consists of Cash or Cash Equivalents payable at the time of consummation of such sale or other disposition or (ii) treated as an Investment and otherwise made in compliance with Section 6.07;

(c) (i) the liquidation or dissolution of any Subsidiary other than the Borrower Agent (so long as, in the case of the liquidation or dissolution of a Borrower, the Borrower Agent receives any assets of such entity) or change in form of entity of any Subsidiary if the Borrower Agent determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Borrowers, is not materially disadvantageous to the Lenders and the Borrowers or any Subsidiary receives any assets of such dissolved or liquidated Subsidiary; provided that in the case of a dissolution or liquidation of a Loan Party that results in a distribution of assets to a Subsidiary that is not a Loan Party, such distribution shall be treated as an Investment and shall comply with Section 6.07 (other than Section 6.07(j)) and (ii) any merger, amalgamation, dissolution, liquidation or consolidation, the purpose of which is to effect a sale or disposition otherwise permitted under this Section 6.08 (other than clause (a), clause (b) or this clause (c)); provided, further, in the case of a change in the form of entity of any Subsidiary that is a Loan Party, the security interests in the Collateral shall remain in full force and effect and perfected to the same extent as prior to such change;

(d) (x) sales, transfers or leases of Inventory or equipment in the ordinary course of business (including on an intercompany basis) and (y) the leasing or subleasing of real property in the ordinary course of business;

(e) (x) disposals of surplus, obsolete, used or worn out property or other property that, in the reasonable judgment of the Borrower Agent, is no longer used or useful in its business and (y) any assets acquired in connection with the acquisition of another Person or a division or line of business of such Person which the Borrower Agent reasonably determines are surplus assets;

(f) dispositions of Cash and Cash Equivalents for the Fair Market Value thereof;

(g) dispositions, mergers, amalgamations, consolidations or conveyances that constitute Investments permitted pursuant to Section 6.07 (other than Section 6.07(j)), Permitted Liens, Restricted Payments permitted by Section 6.05(a) (other than Section 6.05(a)(ix)) and sale-leaseback transactions permitted by Section 6.10.

(h) sales or other dispositions of any assets of Holdings, the Borrowers or any Subsidiary for Fair Market Value in an aggregate amount since the Closing Date not to exceed \$5,000,000; provided that at least 75.0% of the consideration for such sale or disposition shall consist of Cash or Cash Equivalents (provided that for purposes of the 75.0% Cash consideration requirement (w) the amount of any Indebtedness or other liabilities (other than Indebtedness or other liabilities that are subordinated to the Obligations or that are owed to Holdings or a Subsidiary) of Holdings or any Subsidiary (as shown on such person's most recent balance sheet or in the notes thereto) that are assumed by the transferee of any such assets and for which Holdings and its Subsidiaries shall have been validly released by all creditors in writing, (x) the amount of any trade in value applied to the purchase price of any replacement assets acquired in connection with such sale or disposition and (y) any Securities received by such Subsidiary from such transferee that are converted by such Subsidiary into Cash or Cash Equivalents (to the extent of the Cash or Cash Equivalents received) within 180 days following the closing of the applicable sale or disposition; provided, further that (i) immediately prior to and after giving effect to such sale or disposition, no Event of Default shall have occurred that is continuing on the date on which the agreement governing such sale or disposition is executed, (ii) the Net Proceeds of such sale or disposition shall be applied and/or reinvested as (and to the extent) required by Section 2.11(b)(ii) and (iii) in no event shall all or substantially all of the assets of Holdings and its Subsidiaries, taken as a whole, be sold or otherwise disposed of in reliance on this clause (h);

(i) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(j) dispositions of Investments in joint ventures to the extent required by, or made pursuant to, buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(k) sales, discounting or forgiveness of accounts receivable in the ordinary course of business in connection with the collection or compromise thereof;

(l) leases, subleases, licenses or sublicenses (including the provision of software under an open source license), in each case in the ordinary course of business and which do not materially interfere with the business of the Borrowers and their Subsidiaries;

(m) (i) termination of leases in the ordinary course of business, (ii) the expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or other litigation claims in the ordinary course of business;

(n) transfers of property subject to casualty, eminent domain or condemnation proceedings (including in lieu thereof);

(o) licenses for the conduct of licensed departments within the Loan Parties' stores in the ordinary course of business;

(p) sales and dispositions contemplated or contractually committed to as of, the Closing Date and described in Schedule 6.08;

(q) [reserved];

(r) exchanges or swaps, including, without limitation, transactions covered by Section 1031 of the Code, of Real Estate Assets so long as the exchange or swap is made for fair value and on an arm's length basis for other Real Estate Assets; provided that (i) upon the consummation of such exchange or swap, in the case of any Loan Party, the Administrative Agent has a perfected Lien having the same priority as any Lien held on the Real Estate Assets so exchanged or swapped;

(s) sales and dispositions for Fair Market Value in an aggregate amount since the Closing Date of up to \$1,000,000;

(t) (i) licensing and cross-licensing arrangements involving any technology or other intellectual property of any Borrower or any Subsidiary in the ordinary course of business and (ii) dispositions of property in the ordinary course of business consisting of the sale, assignment, transfer, lapse, expiration or abandonment of intellectual property rights which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the business of the Borrowers and the Subsidiaries;

(u) [reserved];

(v) [reserved];

(w) (i) sales or dispositions of Supplier Financing Assets in connection with Supplier Financing Facilities (and, for the avoidance of doubt, excluding in connection with Factoring Facilities) and/or (ii) sales or dispositions of Supplier Financing Assets by non-Loan Party Subsidiaries in connection with Factoring Facilities;

(x) issuances of Capital Stock, unless such issuance is made in connection with an Investment that is not permitted by Section 6.07;

(y) [reserved];

(z) so long as no Event of Default has occurred and is continuing or would immediately result therefrom, Holdings, Intermediate Holdings or any Borrower may merge or consolidate with any other Person; provided that (i) Holdings, Intermediate Holdings or such Borrower shall be the continuing or surviving corporation or (ii) if the Person formed by or surviving any such merger or consolidation is not a Borrower (any such Person, the “**Successor Company**”), (A) the Successor Company shall be an entity organized or existing under the laws of the United States, any state thereof, or the District of Columbia, (B) the Successor Company shall expressly assume all the obligations of Holdings, Intermediate Holdings, or such Borrower under this Agreement and the other Loan Documents to which such Borrower is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent, (C) each Loan Guarantor, unless it is the other party to such merger or consolidation, shall have confirmed that its Guarantee shall apply to the Successor Company’s obligations under the Loan Documents to the same extent it applied immediately prior thereto, (D) each Loan Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Pledge and Security Agreement and other applicable Collateral Documents confirmed that its obligations thereunder shall apply to the Successor Company’s obligations under the Loan Documents to the same extent it applied immediately prior thereto, (E) if reasonably requested by the Administrative Agent, each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have by an amendment to or restatement of the applicable Mortgage (or other instrument reasonably satisfactory to the Administrative Agent) confirmed that its obligations thereunder shall apply to the Successor Company’s obligations under the Loan Documents to the same extent it applied immediately prior thereto and (F) Holdings, Intermediate Holdings or such Borrower shall have delivered to the Administrative Agent an officer’s certificate and opinions of counsel, each stating that such merger or consolidation and such supplement to this Agreement or any Collateral Document comply with this Agreement (and such opinions covering customary matters reasonably satisfactory to the Administrative Agent) and customary officer’s certificates and corporate deliverables; provided, further, that if the foregoing are satisfied, the Successor Company will succeed to, and be substituted for, Holdings, Intermediate Holdings or such Borrower under this Agreement; provided any merger or consolidation involving Intermediate Holdings shall comply with the requirements of Section 1.14.

(aa) so long as no Event of Default has occurred and is continuing or would immediately result therefrom (in the case of a merger involving a Loan Party) (other than in the case of an Investment made

pursuant to a legally binding agreement executed at a time that no Event of Default existed or would have resulted therefrom), any Subsidiary may merge or consolidate with any other Person in order to effect an Investment permitted pursuant to Section 6.07; provided that the continuing or surviving Person shall be a Subsidiary of Holdings, which together with each of its Subsidiaries, shall have complied with, to the extent required, the requirements of Section 5.12; and

(bb) a merger, dissolution, liquidation, consolidation or disposition, the purpose of which is to effect a disposition otherwise permitted pursuant to this Section 6.08 or a Restricted Payment permitted pursuant to Section 6.05(a).

To the extent any Collateral is disposed of as expressly permitted by this Section 6.08 to any Person other than a Loan Party, such Collateral shall automatically be sold free and clear of the Liens created by the Loan Documents, and the Administrative Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing.

Section 6.09 Sponsor Fees. Notwithstanding anything herein or the other Loan Documents to the contrary, on and after the Closing Date, none of Holdings, the Borrowers or any Subsidiary shall make any payment to or on behalf of the Sponsor or any Affiliate of the Sponsor consisting of any management, monitoring, consulting, transaction or advisory fees or related indemnities and expenses, or payments for financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, or payments by Holdings, the Borrowers or any Subsidiary to outside directors of any Parent Company, including for the avoidance of doubt, any payments of professional fees, charges and disbursements (including fees, charges and disbursements of any counsel).

Section 6.10 Sales and Lease-Backs. Except as provided in the Approved Budget, Holdings and the Subsidiaries shall not become or remain liable as lessee or as a Guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which such Holdings or Subsidiary has (a) sold or transferred or is to sell or to transfer to any other Person (other than Holdings or any Subsidiaries) and (b) intends to use for substantially the same purpose as the property which has been or is to be sold or transferred by Holdings or such Subsidiary to any Person (other than Holdings or any Subsidiaries) in connection with such lease (such a transaction described herein, a **“Sale and Lease-Back Transaction”**); provided, that notwithstanding anything herein to the contrary, such Sale and Lease-Back Transaction shall be subject to the Prepayment provisions set forth in Section 2.11.

Section 6.11 Transactions with Affiliates. Holdings, the Borrowers and the Subsidiaries shall not enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any of their Affiliates on terms that are less favorable to Holdings, such Borrower or such Subsidiary, as the case may be, than those that might be obtained at the time in a comparable arm’s-length transaction from a Person who is not an Affiliate; provided that the foregoing restriction shall not apply to:

(a) to the extent permitted or not restricted by this Agreement, any transaction between or among Holdings, any Borrower and/or one or more Subsidiaries;

(b) reasonable and customary fees, indemnities and reasonable out-of-pocket expenses paid to members of the board of directors (or similar governing body) of Holdings or any Parent Company, the Borrowers and the Subsidiaries in the ordinary course of business, and, in the case of payments to Holdings or any Parent Company, to the extent attributable to the operations of Holdings and its Subsidiaries;

(c) (i) any employment, severance agreements or compensatory (including profit sharing) arrangements entered into by Holdings or any of the Subsidiaries with their respective current or former officers, directors, members of management, employees, consultants or independent contractors in the ordinary course of business, (ii) any subscription agreement or similar agreement pertaining to the repurchase of Capital

Stock pursuant to put/call rights or similar rights with current or former officers, directors, members of management, employees, consultants or independent contractors and (iii) transactions pursuant to any employee compensation, benefit plan, stock option plan or arrangement, any health, disability or similar insurance plan which covers employees or any employment contract or arrangement;

(d) (x) transactions permitted by Sections 6.01, 6.05 and 6.07(y) issuances of Capital Stock and debt securities not restricted by this Agreement;

(e) the transactions in existence on the Closing Date and described on Schedule 6.11, and any amendment thereto to the extent such amendment is not adverse to the Lenders in any material respect;

(f) the Transactions, including the payment of the Transaction Costs;

(g) Guarantees permitted by Section 6.01;

(h) loans and other transactions among the Borrowers, Holdings and any Subsidiaries to the extent permitted under this Article 6;

(i) the payment of customary fees, reasonable out of pocket costs to and indemnities provided on behalf of, directors, officers, employees, members of management, consultants and independent contractors of Holdings and its Subsidiaries in the ordinary course of business and, in the case of payments to any Parent Company, to the extent attributable to the operations of Holdings and its Subsidiaries;

(j) transactions with customers, clients, suppliers or joint ventures for the purchase or sale of goods and services entered into in the ordinary course of business, which are fair to Holdings and its Subsidiaries, in the reasonable determination of the board of directors of Holdings or the senior management thereof, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(k) transactions among non-Loan Party Subsidiaries of Holdings;

(l) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement;

(m) transactions undertaken pursuant to membership in a purchasing consortium;

(n) payments to or from, and transactions with, joint ventures (to the extent any such joint venture is only an Affiliate as a result of Investments by Holdings and the Subsidiaries in such joint venture) to the extent otherwise permitted under Section 6.07;

(o) [reserved];

(p) any cost sharing agreement, commission or royalty agreement, license or sub-license agreement, distribution agreement, services agreement, or any related agreements, in each case where all the parties to such agreement are one or more of Holdings and any Subsidiary; and

(q) payments by Holdings or any of its Subsidiaries pursuant to any tax sharing agreements with any direct or indirect parent of Holdings to the extent attributable to the ownership or operation of Holdings and the Subsidiaries, but only to the extent permitted by Section 6.05.

Section 6.12 Conduct of Business. From and after the Closing Date, Holdings and the Subsidiaries shall not engage in any material line of business other than (a) the businesses engaged in by Holdings, any Borrower or the Subsidiaries on the Closing Date and any natural outgrowth or reasonable extension, development or expansion of any such businesses or any businesses similar, complementary, ancillary,

incidental, corollary, synergistic or reasonably related to the foregoing and (b) such other lines of business as may be consented to by Required Lenders.

Section 6.13 Amendments or Waivers of Organizational Documents. Holdings and the Subsidiaries shall not amend or modify, in each case in a manner that is materially adverse to Liens in favor of the Lenders securing the Obligations, such Person's Organizational Documents without obtaining the prior written consent of Required Lenders.

Section 6.14 Amendments of or Waivers with Respect to Certain Indebtedness and Other Documents.

(a) Holdings and the Subsidiaries shall not amend or otherwise change (i) the terms of any Junior Indebtedness in excess of the Threshold Amount (or the documentation governing the foregoing), (ii) the subordination provisions of any Subordinated Indebtedness in excess of the Threshold Amount (and the component definitions as used therein) or (iii) the terms of the Monitoring Agreement, if the effect of such amendment or change, together with all other amendments or changes made, is materially adverse to the interests of the Lenders, in each case without obtaining the prior written consent of Required Lenders.

(b) [Reserved].

Section 6.15 Fiscal Year. Holdings and the Subsidiaries shall not change their Fiscal Year-end to a date other than March 31; provided, however, that Holdings may (x) align the dates of such Fiscal Year of any Subsidiary whose Fiscal Year ends on a date other than that of Holdings' and (y) upon written notice to the Administrative Agent, change its Fiscal Year to any other Fiscal Year reasonably acceptable to the Administrative Agent, in which case, the Borrowers and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

Section 6.16 Permitted Activities of Holdings. Holdings shall not (a) incur, directly or indirectly, any Indebtedness for borrowed money other than (i) the Indebtedness under the Loan Documents, or otherwise in connection with the Transactions or as otherwise permitted pursuant to Section 6.01, (ii) Guarantees of Indebtedness of the Loan Parties permitted hereunder, (iii) loans to Holdings or any Parent Company in lieu of any payment permitted to be made to Holdings or any Parent Company pursuant to Section 6.05, (iv) intercompany Indebtedness owed by Holdings to any Subsidiary as of the Closing Date, and (v) for the avoidance of doubt, any yield free preferred equity certificates, preferred equity certificates and convertible preferred equity certificates issued at Closing Date or to be issued by Holdings at any time; (b) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by it other than the Liens created under the Collateral Documents or to which it is a party or any other Lien created in connection with the Transactions, and Permitted Liens; or (c) engage in any business activity or own any material assets other than (i) holding the Capital Stock of its Subsidiaries (including, if applicable pursuant to Section 1.14, Intermediate Holdings) and, indirectly, any other subsidiary or other Person owned by the Borrower Agent; (ii) performing its obligations under the Loan Documents, Liens (including the granting of Liens) and Guarantees permitted hereunder; (iii) issuing its own Capital Stock; (iv) filing tax reports and paying taxes in the ordinary course (and contesting any taxes) and receiving tax refunds; (v) preparing reports to Governmental Authorities and to its shareholders; (vi) holding director and shareholder meetings, preparing corporate, financial and accounting records and other corporate activities required to maintain its separate corporate structure and business activities comply with applicable Requirements of Law; (vii) making contributions to the capital of the Borrower Agent and the other Subsidiaries; (viii) holding Cash and other assets received in connection with Restricted Payments or making Investments in its Subsidiaries with the proceeds of such Restricted Payments or the proceeds from the issuance of Capital Stock of Holdings or any Parent Company in each case, pending the application thereof in a manner not prohibited by this Agreement; (ix) providing indemnification for its officers, directors or members of management; (x) participating in tax, accounting, insurance, financial and other administrative matters; (xi) the performance of its obligations under the other documents, agreements and

Investments contemplated by the Transactions; (xii) making any Investments permitted hereunder, equity distributions on shares (such as accounts 115 distributions), shares redemptions, payment of dividends or distributions of any kind whatsoever, redemptions, prepayments, payments of principal and interest as the case may be on Indebtedness to its Parent Company or to the Ultimate Parent, as well as receiving equity contributions from the Parent Company or the Ultimate Parent (including without limitation accounts 115 contributions); (xiii) repurchases of Indebtedness; (xiv) the transactions contemplated by the RSA and the transactions in connection with the Chapter 11 Cases; and (xv) activities incidental to the foregoing.

Section 6.17 Transfers to Non-Loan Parties. No Loan Party shall make any Investment (other than with respect to Investments permitted under Section 6.07), Restricted Payment (other than with respect to Restricted Payments permitted under Section 6.05), or disposition of, or otherwise assign or transfer, any asset to a non-Loan Party (other than with respect to dispositions, assignments or transfers permitted under Section 6.08), other than assets consisting solely of cash or Cash Equivalents transferred in the ordinary course of business.

Section 6.18 Material Intellectual Property. Holdings, the Borrowers and the Subsidiaries shall not (i) make any Investment, Restricted Payment, or other otherwise assign or transfer, any Material Intellectual Property to a non-Loan Party, or (ii) permit any non-Loan Party to own any Material Intellectual Property, in each case, other than non-exclusive licenses for bona fide operating business purposes (as reasonably determined by the Borrower in good faith), or in the ordinary course of business.

Section 6.19 Subordination. No Loan Party shall enter into any transaction, agreement, waiver, amendment or modification to this Agreement or any Loan Document that subordinates Term Loans to any Junior Indebtedness or subordinates the Lien securing Term Loans to any other Lien securing any Junior Indebtedness, in each case, except in the case of the requisite Lender consent required under Section 9.02(b)(C).

Section 6.20 Financial Covenant. Commencing with the third full calendar week after the Closing Date, the Debtors shall maintain Domestic Liquidity of not less than \$5,000,000 as of the last business day of each calendar week.

Section 6.21 Permitted Variance. Commencing on the Friday of the fourth full calendar week after the Closing Date, Permitted Variances shall be tested on each Friday (each such date, a “Testing Date”). The Debtors shall not permit: (i) for the rolling four-week period ending on any Testing Date, the Debtors’ Actual Disbursements (in the aggregate) to be more than 115% of the projected disbursements (in the aggregate) as set forth in the Approved Budgets with respect to such period and (ii) for the rolling four-week period ending on any Test Date, the Debtors’ Actual Receipts (in the aggregate) to be less than 85% of the projected receipts (in the aggregate) as set forth in the Approved Budget with respect to such period (the “Permitted Variances”); all references in the Loan Documents to “Approved Budget” shall mean the Approved Budget as it is subject to the Permitted Variances). For the avoidance of doubt, for purposes of [Permitted Variances] testing in accordance with this Section 6.21, (x) the amounts set forth in the Approved Budget under “Professional Fees”, (y) the amounts set forth in the Approved Budget under “Debt Services” and (z) adequate protection costs are excluded from assessing Permitted Variances.

ARTICLE 7

EVENTS OF DEFAULT

Section 7.01 Events of Default. If any of the following events (“**Events of Default**”) shall occur:

(a) Failure To Make Payments When Due. Failure by the Borrowers to pay when due and payable (i) any installment of principal of any Loan, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or (ii) any interest on any Loan or any fee or any other amount due hereunder; or

(b) Default in Other Agreements. (i) Failure of any Loan Party or any of their respective Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of one or more items of Material Indebtedness beyond the grace period, if any, provided therefor; or (ii) breach or default by any Loan Party with respect to any other term of (A) one or more items of Material Indebtedness or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Material Indebtedness, in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of such Material Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause that Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be; or

(c) Breach of Certain Covenants. Failure of the Borrowers or any Loan Party, as required by the relevant provision, to perform or comply with any term or condition contained in Section 5.01(e)(i), Section 5.02 (as it applies to the Borrowers), Section 5.01, Section 5.11, Section 5.16, Section 5.18, Section 5.19, Section 5.20, Section 5.21 or Article 6; or

(d) Breach of Representations, Etc. Any representation, warranty, certification or other statement made or deemed made by any Loan Party in any Loan Document or in any certificate or document required to be delivered in connection herewith or therewith shall be untrue in any material respect as of the date made or deemed made; or

(e) Other Defaults Under Loan Documents. Any Loan Party shall default in the performance of or compliance with any term contained herein or any of the other Loan Documents, other than any such term referred to in any other clause of this Section 7.01 and such default shall not have been remedied or waived within 30 days after receipt by the Borrower Agent on behalf of such Loan Party of written notice from the Administrative Agent of such default; or

(f) Failure to Object. The failure by the Debtors to object to any administrative claim filed in the Chapter 11 Cases over \$10,000,000, or the settlement by the Debtors of any claim in any amount over \$1,500,000, without the prior written consent of the Required Lenders (which approval may be communicated via an email from each of the Specified Lender Advisors) (which consent shall constitute authorization under this Agreement); or

(g) Violation of the Final Order. The violation of any material term of the Final Order by the Debtors that is not cured within five (5) Business Days; or

(h) Judgments and Attachments. Any one or more final post-petition money judgments, orders, writs or warrants of attachment or similar process involving in the aggregate at any time an amount in excess of the Threshold Amount (in either case to the extent not paid or covered by insurance or indemnities as to which the insurer or indemnitor has been notified of such post-petition judgment, orders, writ or warrant and the applicable insurance company or indemnitor has not denied coverage thereof) shall be entered or filed against Holdings or any of its Subsidiaries or any of their respective assets and shall remain undischarged, unvacated, unbonded or unstayed pending appeal for a period of 60 days; or

(i) Adverse Determination on “Required Lenders” or Other Matters. The Bankruptcy Court or a court of competent jurisdiction shall (i) determine that the Ad Hoc Group of Term Lenders does not constitute “Required Lenders” under and as defined in the Prepetition Credit Agreement, or (ii) issue a final order, judgment, ruling, finding, or other determination denying, dismissing, or otherwise adverse to the relief sought in the adversary proceeding or the obtaining of stays of state court litigation on the May and December transactions; or

(j) Employee Benefit Plans. (i) There shall occur one or more ERISA Events or (ii) there shall occur the imposition of a Lien or security interest under Section 430(k) of the Code or under ERISA, in either case of clauses (i) or (ii), which individually or in the aggregate results in liability of Holdings or any of its

Subsidiaries in an aggregate amount which could individually or in the aggregate reasonably be expected to result in a Material Adverse Effect; or

(k) Change of Control. A Change of Control shall occur; or

(l) Guaranties, Collateral Documents and Other Loan Documents. At any time after the execution and delivery thereof, any guaranty set forth in Article 10 for any reason, other than the satisfaction in full of all Obligations, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void or any Loan Guarantor shall repudiate in writing its obligations thereunder (other than as a result of the discharge of such Loan Guarantor in accordance with the terms thereof), (ii) this Agreement or any Collateral Document with respect to a material portion of the Collateral ceases to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or thereof or the satisfaction in full of the Obligations in accordance with the terms hereof or any other termination of such Collateral Document in accordance with the terms thereof) or shall be declared null and void, or the Administrative Agent shall not have or shall cease to have a valid and perfected Lien in any material portion of the Collateral purported to be covered by the Collateral Documents with the priority required by and subject to such limitations and restrictions as are set forth by the relevant Collateral Document, except to the extent such loss is covered by a lender's title insurance policy as to which the insurer has been notified of such loss and does not deny coverage and the Administrative Agent shall be reasonably satisfied with the credit of such insurer or (iii) any Loan Party shall contest the validity or enforceability of any material provision of any Loan Document in writing or deny in writing that it has any further liability, including with respect to future advances by the Lenders, under any Loan Document to which it is a party; or

(m) Subordination. The Obligations ceasing or the assertion in writing by any Loan Party that the Obligations cease to constitute senior indebtedness under the subordination provisions of any document or instrument evidencing any Junior Indebtedness in excess of the Threshold Amount except for any Indebtedness permitted to be senior to or pari passu with the Obligations pursuant to this Agreement, the payment priorities set forth in any Intercreditor Agreement cease to be in full force and effect or any such subordination provision or Intercreditor Agreement being invalidated by a court of competent jurisdiction in a final non-appealable order, or otherwise ceasing, for any reason, to be valid, binding and enforceable obligations of the parties thereto; or

(n) Appointment of Trustee. The entry of an order by the Bankruptcy Court appointing, the filing of an application by any Debtor or any Debtor consenting to or supporting an application by any other Person, for an order seeking the appointment of, in either case without the prior written consent of the Required Lenders, an interim or permanent trustee in any Chapter 11 Case or the appointment of a receiver or an examiner under Section 1104 of the U.S. Bankruptcy Code in any Chapter 11 Case with expanded powers (beyond those set forth in Sections 1106(a)(3) and 1106(a)(4) of the U.S. Bankruptcy Code) to operate or manage the financial affairs, the business, or reorganization of the Debtors; or

(o) 363 Sale. Other than circumstances whereby the Lenders are paid the Obligations in full, the consummation of a sale of all or substantially all of the Debtors' assets pursuant to a sale under Section 363 of the U.S. Bankruptcy Code, a confirmed plan of reorganization in the Chapter 11 Cases or otherwise or any Loan Party shall file a motion or other pleading or shall consent to or support a motion or other pleading filed by any other Person seeking any of the foregoing, in each case, without the prior written consent of the Required Lenders; or

(p) [Reserved].

(q) Challenge to Prepetition Liens/Claims. The Debtors filing or supporting any motion, pleading, applications or adversary proceeding challenging the validity, enforceability, perfection, or priority of the Prepetition Loans or the Liens securing them, or asserting or supporting any other cause of action against and/or with respect to any of the Prepetition Loans or the Liens securing them, or any of the Prepetition Lenders; or

(r) Chapter 7 Conversion. The conversion of any Chapter 11 Case of a Debtor from one under chapter 11 to one under chapter 7 of the U.S. Bankruptcy Code or any Debtor shall file a motion or other pleading or shall consent to or support a motion or other pleading filed by any other Person seeking the conversion of any Chapter 11 Case of a Debtor under Section 1112 of the U.S. Bankruptcy Code or otherwise; or

(s) Dilution of Adequate Protection Payments. Other than the Carve-Out, the creation, incurrence, payment or granting by the Debtors of any adequate protection claims (except for Adequate Protection Payments) that rank senior to or pari passu with the Adequate Protection Superpriority Claims (other than as set forth in the DIP Order or the Approved Budget); or

(t) Termination of Exclusivity. (i) The entry by the Bankruptcy Court of any order terminating the Debtors' exclusive periods to file a plan of reorganization or liquidation and solicit acceptances thereon under Section 1121 of the U.S. Bankruptcy Code or (ii) the expiration of any Loan Party's exclusive right to file a plan of reorganization or plan of liquidation; or

(u) Dismissal without Discharge. The dismissal of any Chapter 11 Case which does not contain a provision for Discharge of DIP Obligations, or if any Debtor shall file a motion or other pleading seeking the dismissal of any Chapter 11 Case which does not contain a provision for the Discharge of DIP Obligations; or

(v) Relief from Stay. The entry by the Bankruptcy Court of an order granting relief from or modifying the automatic stay of Section 362 of the U.S. Bankruptcy Code (x) to allow any creditor to execute upon or enforce a Lien on any Collateral which has a value in excess of \$250,000, or (y) with respect to any Lien of or the granting of any Lien on any Collateral to any state or local environmental or regulatory agency or authority which has a value in excess of \$250,000; or

(w) Additional Financing. The bringing of a motion or taking of any action in any Chapter 11 Case, or the entry by the Bankruptcy Court of any order in any Chapter 11 Case: (i) to obtain additional financing under Section 364(c) or (d) of the U.S. Bankruptcy Code not otherwise permitted pursuant to this Agreement or the DIP Order, as the case may be, except (x) as may be permitted by the Required Lenders and (y) to the extent that such new financing shall pay in full in cash the Obligations substantially concurrently with the incurrence thereof or (ii) except as provided in the DIP Order, to use Cash Collateral of the Agents or Lenders under Section 363(c) of the U.S. Bankruptcy Code without the prior written consent of the Required Lenders; or

(x) Dilution of Obligations. The filing of a motion or the taking of any action in any Chapter 11 Case by any Debtor seeking the entry by the Bankruptcy Court of any order in any Chapter 11 Case, or the entry by the Bankruptcy Court of an order in any Chapter 11 Case, granting any Lien that is pari passu or senior to the Liens on the Collateral securing the Obligations, other than Liens expressly permitted under this Agreement or the DIP Order; or

(y) Stay of Loan Documents. The filing of a motion or the taking of any action in any Chapter 11 Case by any Debtor seeking an order, or the entry by the Bankruptcy Court of an order in any Chapter 11 Case, amending, supplementing, staying, vacating or otherwise modifying any Loan Document, the DIP Order [or the Cash Management Order], in each case, in a manner that is adverse to the Lenders, in their capacities as such, without the prior written consent of the Required Lenders; or

(z) Avoidance. The filing of a motion or the taking of any action in any Chapter 11 Case by any Debtor seeking the entry by the Bankruptcy Court of an order in any Chapter 11 Case, or the entry by the Bankruptcy Court of an order in any Chapter 11 Case, avoiding or requiring repayment by any Lender of any portion of the payments made by any Debtor on account of the Obligations owing under this Agreement or the other Loan Documents; or

(aa) Superpriority Claims. Other than the Carve-Out, the filing of a motion by any Debtor requesting, or the entry of any order by the Bankruptcy Court granting, any superpriority claim which is senior or pari passu with the Lenders' claims or with the claims of the Prepetition Lenders under the Prepetition Credit Agreement; or

(bb) Preclusion of Credit Bidding. The filing of a motion or the taking of any action in any Chapter 11 Case by any Debtor seeking the entry of an order by the Bankruptcy Court, or the entry by the Bankruptcy Court of an order in any Chapter 11 Case, precluding the Administrative Agent or the Prepetition Administrative Agent to have the right to or be permitted to "credit bid"; or

(cc) Subordination. Any attempt by any Loan Party to reduce, set off or subordinate the Obligations or the Liens securing such Obligations to any other Indebtedness; or

(dd) Unacceptable Plan. The filing by any Loan Party of any chapter 11 plan of reorganization or disclosure statement attendant thereto, or any amendment to such plan or disclosure, that is not an Acceptable Plan without the prior written consent of the Required Lenders; or

(ee) Challenges. (i) The filing by any of the Debtors of any motion, objection, application or adversary proceeding challenging the validity, enforceability, perfection or priority of, or seeking avoidance, subordination or characterization of, any portion of the Prepetition Loans or the Obligations, and/or the liens securing the Prepetition Loans or the Obligations or asserting any other claim or cause of action against and/or with respect to the Prepetition Loans, the Obligations, the liens securing the Prepetition Loans, the lien securing the Obligations, the Prepetition Agents or the Administrative Agent (or if any Debtor files a pleading supporting any such motion, application or adversary proceeding commenced by any third party) or (ii) the entry of an order by the Bankruptcy Court providing relief adverse to the interests of any Consenting Lender, the Prepetition Agents or the Administrative Agent with respect to any of the foregoing claims, causes of action or proceedings, but excluding preliminary or final relief granting standing to any other party to prosecute such claims, causes of action or proceeding; or

(ff) Order Against Collateral. An order in the Chapter 11 Cases shall be entered (i) charging any of the Collateral under Section 506(c) of the U.S. Bankruptcy Code against the Administrative Agent and the Secured Parties or (ii) limiting the extension under Section 552(b) of the U.S. Bankruptcy Code of the Liens of the Prepetition Administrative Agent on the Collateral to any proceeds, products, offspring, or profits of the Collateral acquired by any Loan Party after the Petition Date (or granting any other relief under section 552(b) of the U.S. Bankruptcy Code); or

(gg) Modification of Interim Order. An order in the Chapter 11 Cases shall be entered modifying, reversing, revoking, staying, rescinding, vacating, or amending the Interim Order in a material respect without the express written consent of the Ad Hoc Group of Term Lenders; or

(hh) MAE. Any Material Adverse Effect shall have occurred; or

(ii) Termination Event. Any "Termination Event" under and as defined in the Interim Order shall have occurred; or

(jj) RSA Default. To the extent the RSA has been executed, a material default thereunder by any of the Loan Parties shall have occurred and be continuing (with all applicable grace periods having expired);

then, and in every such event but subject to the terms and conditions of the DIP Order and any orders or stays by the Bankruptcy Court, the Administrative Agent, at the request of the Required Lenders, shall, by notice to the Borrowers, take any or all of the following actions, at the same or different times and upon written notice thereof by the Administrative Agent (which such notice shall be made to the Debtors, the Committee and the United States Trustee for Region 3 and shall be referred to herein as a "Termination Declaration" and

the date which is the earliest to occur of any such Termination Declaration (excluding the notice period) being herein referred to as the “Termination Declaration Date”): (i) terminate forthwith the Commitments, (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Lender Payments and all other liabilities of the Borrowers accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrowers, anything contained herein or in any other Loan Document to the contrary notwithstanding and (iii) declare a restriction or termination of the Loan Parties’ ability to use Cash Collateral.

In addition, five (5) Business Days following the Termination Declaration Date (such five (5) Business Day period, the “Remedies Notice Period”), absent the Debtors curing all such existing Events of Default during such Remedies Notice Period (or such longer period as the Required Lenders may agree in their reasonable discretion), the Agents, subject to other applicable conditions set forth in the DIP Order, may foreclose on all or any portion of the Collateral, collect accounts receivable and, subject to the Carve Out, apply the proceeds thereof to the Obligations in accordance with Section 7.02, occupy the Loan Parties’ premises to sell or otherwise dispose of the Collateral or otherwise exercise remedies against the Collateral permitted by applicable non-bankruptcy law and the DIP Order. During the Remedies Notice Period, the Debtors and any statutory committee shall be entitled to seek an emergency hearing before the Bankruptcy Court for the sole purpose of determining whether an Event of Default has occurred.

Section 7.02 Treatment of Certain Payments. Subject to the Carve Out, any amount received by the Administrative Agent or the Collateral Agent from any Loan Party (or from proceeds of any Collateral) following any acceleration of the Obligations under this Agreement, in each case that is continuing, shall be applied as set forth in Section 2.18(b).

ARTICLE 8

THE ADMINISTRATIVE AGENT

Each of the Lenders hereby irrevocably appoints Delaware Trust Company (or any successor appointed pursuant hereto) as its agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Any Person serving as Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated, unless the context otherwise requires or unless such Person is in fact not a Lender, include each Person serving as Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Loan Parties or any subsidiary of a Loan Party or other Affiliate thereof as if it were not the Administrative Agent hereunder. The Lenders acknowledge that, pursuant to such activities, the Administrative Agent or its Affiliates may receive information regarding any Loan Party or any of its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall not be under any obligation to provide such information to them.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing and without limiting the generality of the foregoing, the use of the term “agent”

herein and in the other Loan Documents 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 and instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties, (b) the Administrative Agent shall not 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 the Administrative Agent is required to exercise in writing as directed 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 the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable laws, and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Subsidiaries that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct as determined by the final non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Administrative Agent by any Borrower or any Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence, value or sufficiency of the Collateral, (vi) the satisfaction of any condition set forth in Article 4 or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or (vii) the properties, books or records of any Loan Party or any affiliate thereof. The Administrative Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, in each case except for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final, nonappealable judgment. In no event shall either the Administrative Agent be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action. No provision of this Agreement or any other Loan Document shall require the Administrative Agent to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder or thereunder or in the exercise of any of its rights or powers, if it shall have grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it. The Administrative Agent and the Collateral Agent shall be entitled to seek written directions from the Required Lenders prior to taking any action under this Agreement, any Collateral instrument or any of the Loan Documents. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request or the consent of the Required Lenders, and such request or consent and any action taken or failure to act pursuant thereto shall be binding upon all Lenders. The right of the Administrative Agent to perform any discretionary act enumerated in this Agreement or any Loan Document shall not be construed as a duty. Except with respect to its own respective gross negligence or willful misconduct, the Administrative Agent and the Collateral Agent shall not be responsible to any Secured Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any security document or any other instrument or document furnished pursuant thereto. The Administrative Agent

shall have no responsibility for or liability with respect to monitoring compliance of any other party to the Loan Documents or any other document related hereto or thereto. In no event shall the Agent be responsible or liable for any failure (e) or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, epidemics, pandemics, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. Notwithstanding anything in the Loan Documents to the contrary, the Administrative Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

If any Lender acquires knowledge of a Default or Event of Default, it shall promptly notify the Administrative Agent and the other Lenders thereof in writing. Each Lender agrees that, except with the written consent of the Administrative Agent, it will not take any enforcement action hereunder or under any other Loan Document, accelerate the Obligations under any Loan Documents, or exercise any right that it might otherwise have under applicable law or otherwise to credit bid at foreclosure sales, UCC sales, any sale under Section 363 of the Bankruptcy Code or other similar dispositions of Collateral. Notwithstanding the foregoing, however, a Lender may take action to preserve or enforce its rights against a Loan Party where a deadline or limitation period is applicable that would, absent such action, bar enforcement of the Obligations held by such Lender, including the filing of proofs of claim in a case under the Bankruptcy Code.

Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, Holdings, the Borrowers, the Administrative Agent and each Secured Party agrees that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Loan Guarantee, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by the Administrative Agent, on behalf of the Secured Parties in accordance with the terms hereof and all powers, rights and remedies under the other Loan Documents may be exercised solely by the Administrative Agent, and (ii) in the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or in the event of any other disposition (including pursuant to Section 363 of the Bankruptcy Code), (A) the Administrative Agent, as agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Administrative Agent at such sale or other disposition and (B) Administrative Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition.

Each of the Lenders hereby irrevocably the Administrative Agent, on behalf of all Secured Parties to take any of the following actions upon the instruction of the Required Lenders:

- (a) consent to the sale or other disposition of all or any portion of the Collateral free and clear of the Liens securing the Secured Obligations in connection with any such sale or other transfer pursuant to the applicable provisions of the Bankruptcy Code, including Section 363 thereof;
- (b) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral, (in each case, either directly or through one or more acquisition vehicles) in connection with any sale or other disposition of all or any portion of the Collateral pursuant to the applicable provisions of the Bankruptcy Code, including under Section 363 thereof;
- (c) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral, (in each case, either directly or through one or more acquisition vehicles) in connection with any sale or other disposition of all or any portion of the Collateral pursuant to the applicable provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC;
- (d) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral, (in each case, either directly or through one or more acquisition vehicles) in

connection with any sale, foreclosure or other disposition conducted in accordance with applicable law following the occurrence of an Event of Default, including by power of sale, judicial action or otherwise; and/or

(e) estimate the amount of any contingent or unliquidated Secured Obligations of such Lender or other Secured Party;

(f) it being understood that no Lender shall be required to fund any amounts in connection with any purchase of all or any portion of the Collateral by the Administrative Agent pursuant to the foregoing clauses (b), (c) or (d) without its prior written consent.

Each Lender and other Secured Party agrees that the Administrative Agent is under no obligation to credit bid any part of the Secured Obligations or to purchase or retain or acquire any portion of the Collateral; provided that, in connection with any credit bid or purchase under clause (b), (c) or (d) of the preceding paragraph, the Secured Obligations owed to all of the Secured Parties (other than with respect to contingent or unliquidated liabilities as set forth in the next succeeding paragraph) shall be entitled to be, and shall be, credit bid by the Administrative Agent on a ratable basis.

With respect to each contingent or unliquidated claim that is a Secured Obligation, the Administrative Agent is hereby authorized, but is not required, to estimate the amount of any such claim for purposes of the credit bid or purchase so long as the fixing or liquidation of such claim would not unduly delay the ability of the Administrative Agent to credit bid the Secured Obligations or purchase the Collateral at such sale or other disposition. In the event that the Administrative Agent, in its sole and absolute discretion, elects not to estimate any such contingent or unliquidated claim or any such claim cannot be estimated without unduly delaying the ability of the Administrative Agent to credit bid or purchase in accordance with the second preceding paragraph, then those of the contingent or unliquidated claims not so estimated shall be disregarded, shall not be credit bid, and shall not be entitled to any interest in the portion or the entirety of the Collateral purchased by means of such credit bid.

Each Secured Party whose Secured Obligations are credit bid under clauses (b), (c) or (d) of the third preceding paragraph shall be entitled to receive interests in the Collateral or other asset or assets acquired in connection with such credit bid (or in the Capital Stock of the acquisition vehicle or vehicles that are used to consummate such acquisition) on a ratable basis in accordance with the percentage obtained by dividing (x) the amount of the Secured Obligations of such Secured Party that were credit bid in such credit bid, sale or other disposition, by (y) the aggregate amount of all Secured Obligations that were credit bid in such credit bid, sale or other disposition.

In addition, in case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, each Secured Party agrees that the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts to the extent due to the Lenders and the Administrative Agent under Section 2.12 and 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

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amount to the extent due to the Administrative Agent under Section 2.12 and 9.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Administrative Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

The Administrative Agent may resign at any time by giving ten Business Days written notice to the Lenders and the Borrowers. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrowers (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent which shall be a commercial bank with an office in the United States having combined capital and surplus in excess of \$1,000,000,000 and a “U.S. person” and a “financial institution” within the meaning of Treasury Regulations Section 1.1441-1T(c); provided that during the existence and continuation of an Event of Default under Section 7.01(a) or, with respect to the Borrowers, Section 7.01(f) or (g), no consent of the Borrowers shall be required. If no successor shall have been so appointed as provided above and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if such Administrative Agent shall notify the Borrowers and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly (and each

Lender will cooperate with the Borrowers to enable the Borrowers to take such actions), until such time as the Required Lenders or the Borrowers, as applicable, appoint a successor Administrative Agent, as provided for above in this Article 8 and meeting the qualifications set forth above. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent), and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon either Administrative Agent or any other Lender or any of their Related Parties or any of the Loan Parties' financial advisors 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 either Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of the Administrative Agent or any of its Related Parties.

Each of the Lenders irrevocably authorize and instruct the Administrative Agent to, and the Administrative Agent shall (or, in the case of the proviso appearing in clause (c) below, may in its sole discretion):

- (a) release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon the occurrence of the Termination Date, (ii) that is sold or to be sold or transferred as part of or in connection with any sale or other transfer permitted under the Loan Documents to a Person that is not a Loan Party, (iii) that does not constitute (or ceases to constitute) Collateral, (iv) if the property subject to such Lien is owned by a Subsidiary Guarantor, upon the release of such Subsidiary Guarantor from its Loan Guarantee otherwise in accordance with the Loan Documents or (v) if approved, authorized or ratified in writing by the Required Lenders (or such other required threshold of Lender) in accordance with Section 9.02;
- (b) release any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Person ceases to be a Subsidiary (this proviso, the "Chewy Clause"); and
- (c) subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02 (but solely with respect to Sections 6.01, (l) and (m)).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Loan Guarantor from its obligations under the Loan Guarantee pursuant to this Article 8 and Section 10.13 hereunder. In each case as specified in this Article 8, the Administrative Agent will (and each Lender hereby authorizes the Administrative Agent to), at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence

the release 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 Loan Guarantor from its obligations under the Loan Guarantee, in each case in accordance with the terms of the Loan Documents and this Article 8.

To the extent the Administrative Agent (or any affiliate thereof) is not reimbursed and indemnified by the Borrowers, the Lenders will reimburse and indemnify the Administrative Agent (and any affiliate thereof) in proportion to their respective Applicable Percentage for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent (or any affiliate thereof) in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's (or such affiliate's) gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). If any indemnity furnished to the Administrative Agent or any such Related Parties for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished.

To the extent required by any applicable Requirements of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.17, each Lender shall severally indemnify and hold harmless the Administrative Agent against, and shall make payable in respect thereof within ten (10) days after demand therefor, (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.05(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 this Agreement or any other Loan Document against any amount due the Administrative Agent under this paragraph. The agreements in this paragraph shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all obligations under any Loan Document.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of Collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In

connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

ARTICLE 9

MISCELLANEOUS

Section 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Loan Party, to the Borrower Agent at:

Robertshaw US Holding Corp.
1222 Hamilton Parkway
Itasca, IL 60143
Attention: Aaron Rachelson
Telephone: 630.260.3147
Facsimile: 630.260.3091

with copy to:

ORCP Range, LP
c/o One Rock Capital Partners, LLC

30 Rockefeller Plaza, Floor 54
New York, NY 10112
Attention: Kurt H. Beyer
Telephone: 212.605.6000

Email: kbeyer@onerockcapital.com

if to the Administrative Agent, at:

Delaware Trust Company
Attn: Loan Agency
251 Little Falls Drive
Wilmington, DE 19808
Email: sean.foronjy@delawaretrust.com
Email: adam.berman@delawaretrust.com
Email: loanagent@delawaretrustloanagency.com

with a copy to (which shall not constitute notice):

[mailto:Jeffrey R. Gleit](mailto:jeffrey.gleit@afslaw.com)
ArentFox Schiff
1301 Avenue of the Americas, 42nd Floor
New York, NY 10019
jeffrey.gleit@afslaw.com

(ii) Telephone: (212) 326-0481 if to any other Lender, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such 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 such clause (b).

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and Internet or intranet websites) pursuant to procedures set forth herein or otherwise approved by the Administrative Agent. The Administrative Agent or the Borrower Agent (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures set forth herein or otherwise approved by it; provided that approval of such procedures may be limited to particular notices or communications; provided, further, that the Administrative Agent hereby approves delivery by email of any Compliance Certificate. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or Intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, 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, to the extent permitted by law, the making of a Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, or any Lender may have had notice or knowledge of such Default or Event of Default at the time.

(b) Subject to clauses (A), (B), (C), (D), and (E) below, 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 Borrowers and the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) or (ii) in the case of any other Loan Document (other than any such amendment to effectuate any modification thereto expressly contemplated by the terms of such other Loan Documents), pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that:

(A) notwithstanding the foregoing, no such agreement shall, without the consent of each Lender directly and adversely affected thereby (but without the necessity of obtaining the consent of the Required Lenders),

(1) extend or increase the Commitment of any Lender (it being understood that a waiver of any condition precedent, the waiver of any obligation of the Borrowers to pay interest at the Default Rate or the waiver of any Default, Event of Default, mandatory prepayment of the Loans or mandatory reduction of any Commitments shall not constitute such an extension or increase);

(2) reduce (including for the avoidance of doubt any reduction in the amount of principal payable in cash) or forgive the principal amount of any Loan or any amount due on any Loan Installment Date or postpone any Loan Installment Date or the date of any scheduled payment of interest or fees payable hereunder (it being understood that the waiver of (or amendment to the terms of) any obligation of the Borrowers to pay interest at the Default Rate, any mandatory prepayment of the Loans or mandatory reduction of any Commitments or any Default or Event of Default shall not constitute such a reduction);

(3) postpone the scheduled date of payment of the principal amount of any Loan or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or extend the Maturity Date;

(4) reduce (including for the avoidance of doubt any reduction in the amount of interest payable in cash) the rate of interest (other than to waive any obligations of the Borrowers to pay interest at the Default Rate of interest under

Section 2.13(f)) or the amount of any fees owed to such Lender (it being understood that the waiver of (or amendment to the terms of) any obligation of the Borrowers to pay interest at the Default Rate, any mandatory prepayment of the Loans or mandatory reduction of any Commitments or any Default or Event of Default);

(5) change any of the provisions of this Section or the definition of “**Required Lenders**” to reduce any of the voting percentages required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the consent of each Lender directly and adversely affected thereby (it being understood that, with the consent of (x) the Required Lenders (if such consent is otherwise required) or (y) in connection with the establishment of any Refinancing Debt or Extensions, in each case, in accordance with the terms hereof, the Administrative Agent, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the initial Term Commitments);

(6) amend or modify the provisions of Sections 2.18(a) (with respect to pro rata allocation among Lenders), 2.18(b) and 2.18(c) or any other provision in the Loan Documents in a manner that would by its terms alter the pro rata sharing and/or the application of payments or proceeds of Collateral required thereby;

(7) (x) waive, amend or modify the provisions of Sections 5.10 or (y) permit the creation or the existence of any Subsidiary that would be “unrestricted” or otherwise excluded from the requirements, taken as a whole, applicable to Subsidiaries pursuant to this Agreement;

(8) amend or modify the definition of “Material Intellectual Property” or Section 6.18; or

(9) authorize additional Indebtedness that would be issued under the Loan Documents for the purpose of influencing voting threshold.

(B) Notwithstanding the foregoing, no such agreement shall:

(1) release all or substantially all of the Collateral (except as otherwise permitted herein or in the other Loan Documents as in effect on the Closing Date, including pursuant to Article 8 or Section 10.13 hereof), without the prior written consent of each Lender; or

(2) release all or substantially all of the value of the Loan Guaranties (except as otherwise permitted herein or in the other Loan Documents as in effect on the Closing Date, including pursuant to Section 10.13 hereof), without the prior written consent of each Lender.

(C) Notwithstanding the foregoing, no such agreement shall, without the consent of Lenders directly and adversely affected thereby:

(1) amend or modify the Chewy Clause;

(2) [reserved];

(3) waive, amend or modify the definition of “Lender”, the provisions of Section 9.03 or the definition of “Specified Lender Advisors”;

(4) waive, amend or modify the provisions of the last four paragraphs of Section 6.01;

(5) amend or modify the Loan Documents to remove Invesco from the definition of “Disqualified Institutions”;

(6) change any provision to permit the incurrence of additional Term Loans (other than Term Loans incurred as a result of PIK Interest in accordance with the terms of Section 2.13(a)) after the Closing Date;

(7) change any provision to permit the exchange, purchase, refinancing, replacement or refunding of the Term Loans in whole or in part, after the Closing Date;

(8) amend or modify the Loan Documents to allow for direct or indirect purchases of Term Loans (by Dutch auction, open market purchase or through other assignments, or by participations) by, or issuances of any Term Loans or other Indebtedness hereunder to, Invesco;

(9) subordinate the Term Facility to any other Indebtedness or subordinate the Lien securing the Term Facility to any other Lien except (i) any Indebtedness that is expressly permitted by the Loan Documents as in effect on the Closing Date to be senior to the Term Loans and/or permitted by the terms of this Agreement as in effect on the Closing Date to be secured by a Lien that is senior to the Lien securing the Term Loans, (ii) any “debtor-in-possession” facility or (iii) any other Indebtedness exchanged for Term Loans so long as such Indebtedness is offered ratably on the same terms to all Term Lenders;

(10) amend or modify the Loan Documents to allow for purchases of Term Loans (by Dutch Auction, open market purchase or through other assignments) by Holdings, the Borrowers or any of its Subsidiaries, in each case, using consideration other than cash;

(11) amend or modify any provision in a manner that would expand the ability of non-Loan Parties to issue debt or permit Loan Parties to invest in (or transfer assets into) non-Loan Parties; or

(12) amend or modify any provision that would allow debt issued by a Loan Party and held by a non-Loan Party to be secured on a senior or pari passu basis to the Term Loans.

(D) Subject to Section 2.22, notwithstanding anything to the contrary herein, any change to the threshold amounts contained in the definition of “**Maturity Date**” shall require the consent of all Lenders; and

(E) Any amendment or waiver hereof that by its terms affects the rights or duties of Lenders holding Loans or Commitments (but not the Lenders holding Loans or Commitments of any other Class) will require only the requisite percentage in interest of the affected Lenders that would be required to consent thereto if such class of Lenders were the Affected Lenders (it being understood and agreed that a waiver of any obligation of the Borrowers to pay interest at the Default Rate or the waiver or amendment of, or any consent with respect to, any Default or Event of Default shall only require the consent of the Required Lenders).

Provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent.

Notwithstanding anything to the contrary contained in this Section 9.02, (i) guarantees, collateral security agreements, pledge agreements and related documents (if any) executed by the Loan Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be amended, supplemented and/or waived with the consent of the Administrative Agent at the request of the Borrowers (or the Borrower Agent on behalf of Borrowers) without the input or need to obtain the consent of any other Lenders if such amendment or waiver is delivered in order (x) to comply with local law or advice of local counsel, (y) to cure ambiguities, omissions or defects or (z) to cause such guarantees, collateral security agreements, pledge agreement or other document to be consistent with this Agreement and the other Loan Documents, (ii) [reserved] (iii) if the Administrative Agent and the Borrowers have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of the Loan Documents (including, for the avoidance of doubt, any exhibit, schedule or annex thereto), then the Administrative Agent and the Borrowers shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document, (iv) only the consent of the parties to the Agent Fee Letter shall be required to amend, modify or supplement the terms thereof and (v) the Administrative Agent and the Borrower Agent may, without the consent of any Lender, enter into amendments or modifications to this Agreement or any of the other Loan Documents or to enter into additional Loan Documents as the Administrative Agent reasonably deems appropriate in order to implement any Benchmark Replacement or otherwise effectuate the terms of Section 2.24 in accordance with the terms of Section 2.24 provided that, notwithstanding anything to the contrary contained in this Agreement, each amendment or waiver pursuant to preceding clause (i)(y), (iii), and/or (v) shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date of notice of such waiver or amendment, as applicable, is provided to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment or waiver.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

Notwithstanding anything to the contrary contained in this Section 9.02, in the event that the Borrower Agent requests that this Agreement be modified or amended in a manner that would require the unanimous consent of all of the Lenders and such modification or amendment is agreed to by the Required Lenders, then with the consent of the Borrower Agent and the Required Lenders, the Borrower Agent and the Required Lenders shall be permitted to amend the Agreement without the consent of the Non-Consenting Lenders to provide for (a) the termination of the Commitment of each Non-Consenting Lender at the election of the Borrower Agent and the Required Lenders, (b) the addition to this Agreement of one or more other financial institutions (each of which shall be an Eligible Assignee), or an increase in the Commitment of one or more of the Required Lenders (with the written consent thereof), so that the total Commitment after giving effect to such amendment shall be in the same amount as the total Commitment immediately before giving effect to such amendment, (c) if any Loans are outstanding at the time of such amendment, the making of such additional Loans by such new financial institutions or Required Lender or Lenders, as the case may be, as may be necessary to repay in full, at par, with accrued interest and fees and other amounts that would be payable to such Lender upon a voluntary prepayment under Section 2.11(a), the outstanding Loans of the Non-Consenting Lenders immediately before giving effect to such amendment and (d) such other modifications to this Agreement as may be appropriate to effect the foregoing clauses (a), (b) and (c).

Section 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such persons taken as a whole and, if necessary, of one counsel in any relevant material jurisdiction to such Persons, taken as a whole) in connection with the syndication and distribution (including, without limitation, via the Internet or through a service such as Intralinks) of the Credit Facility, the preparation, execution, delivery and administration of the Loan Documents and related documentation, including without limitation in connection with receiving and reviewing information provided by, and communicating with, the Loan Parties, and any amendments, modifications or waivers of the provisions of any Loan Documents (whether or not the transactions contemplated thereby shall be consummated, but only to the extent such amendments, modifications or waivers were (x) requested by the Borrowers to be prepared or (y) approved by the requisite Lenders) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or the Lenders and each of their respective Affiliates, including (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such persons taken as a whole and, solely in the case of an actual conflict of interest, one additional outside counsel to all such persons taken as a whole, and, if necessary, of one local counsel in any relevant jurisdiction to such persons, taken as a whole and, solely in the case of an actual conflict of interest, one additional local counsel in such relevant jurisdiction to all such persons taken as a whole) in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder. Expenses reimbursable by the Borrowers under this Section include, subject to any other applicable provision of any Loan Document, reasonable and documented out-of-pocket costs and expenses incurred in connection with: (A) lien and title searches and title insurance, (B) taxes, fees and other charges for recording the Mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens and (C) forwarding loan proceeds and costs and expenses of preserving and protecting the Collateral. Other than to the extent required to be paid on the Closing Date, all amounts due under this paragraph (a) shall be payable by the Borrowers within 30 days of receipt of an invoice relating thereto, setting forth such expenses in reasonable detail and together with backup documentation supporting such reimbursement requests. Without limiting the generality of the foregoing, the Borrowers will reimburse the Administrative Agent and the Lenders for all reasonable and documented out-of-pocket fees and expenses incurred by the Specified Lender Advisors prior to, on or after the Closing Date in connection with their representation of certain of the Lenders under this Agreement, such out-of-pocket fees and expenses shall constitute Obligations under, and are reimbursable pursuant to, this Section 9.03(a).

(b) The Borrowers shall jointly and severally indemnify the Administrative Agent 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 actual losses, claims, damages, liabilities and expenses (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all Indemnities taken as a whole (which as of the Closing Date shall be Gibson, Dunn & Crutcher LLP) and, solely in the case of an actual conflict of interest, one additional counsel to all affected Indemnities, taken as a whole, and, if reasonably necessary, one local counsel in any relevant jurisdiction to all Indemnities, taken as a whole and, solely in the case of an actual conflict of interest, one additional local counsel to all affected Indemnities, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use of the proceeds of the Loans, (iii) any actual or prospective claim, litigation, investigation or proceeding (including any Environmental Claim) relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by or against a third party or by or against

the Borrowers, any other Loan Party, any Lender or any of their respective Affiliates), including in connection with any action, litigation or other dispute or proceeding related to the Transactions (including any action, litigation or other dispute or proceeding related to any temporary restraining order, preliminary injunction or any similar request for relief), or (iv) the actual or alleged presence of any Hazardous Material on any property of any Loan Party; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such actual losses, claims, damages, liabilities or related expenses are (i) determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or of any affiliate of such Indemnitee or, to the extent such judgment finds such Indemnitee in material breach of the Loan Documents (excluding, in each case, for the avoidance of doubt, any Indemnitee's participation in the Transactions), (ii) arise out of any claim, litigation, investigation or proceeding brought by such Indemnitee (or its Related Parties) against another Indemnitee (or its Related Parties) (other than any claim, litigation, investigation or proceeding brought by or against the Administrative Agent, acting in its capacity as the Administrative Agent, or by or against the Lenders or any member thereof) that does not involve any act or omission of the Sponsor, Holdings, any Borrower or any of their Subsidiaries or (iii) settlements effected without the Borrowers' prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), provided, however, that the foregoing indemnity will apply to any such settlement in the event that the Borrowers was offered the ability to assume the defense of the action that was the subject matter of such settlement and elected not to assume such defense or if there is a final judgment against an Indemnitee in any such proceeding. Each Indemnitee shall be obligated to refund or return any and all amounts paid by any Borrower pursuant to this Section 9.03(b) to such Indemnitee for any fees, expenses, or damages to the extent such Indemnitee is not entitled to payment of such amounts in accordance with the terms hereof. All amounts due under this paragraph (b) shall be payable by the Borrowers within 30 days (x) after written demand thereof, in the case of any indemnification obligations and (y) in the case of reimbursement of costs and expenses, after receipt of an invoice relating thereto, setting forth such expenses in reasonable detail and together with backup documentation supporting such reimbursement requests. This Section 9.03 shall not apply to Taxes other than Taxes that represent losses, claims, damages, liabilities or related expenses arising from any non-Tax claim. Payments under this Section 9.03(b) shall be made by the Borrowers to the Administrative Agent for the benefit of the relevant Indemnitee.

Section 9.04 Waiver of Claim. To the extent permitted by applicable law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto or any Related Party thereof, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof, except, the Borrowers shall remain liable to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 9.03.

Section 9.05 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except to the extent, expressly provided under Section 6.08, the Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section), the Loan Parties' financial advisors (to the extent expressly provided in Article 8), and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the limitations set forth in paragraph (a) above and the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights

and obligations under this Agreement with the prior written consent (such consent not to be unreasonably withheld or delayed except in connection with a proposed assignment to any Disqualified Institution) of:

- (A) the Borrower Agent; and
 - (B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment to another Lender, an Affiliate of a Lender, an Approved Fund.
- (ii) Assignments shall be subject to the following additional conditions:
- (1) except in the case of an assignment to another Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Loans or commitments of any Class, the principal amount of Loans or commitments of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent and determined on an aggregate basis in the event of concurrent assignments to Related Funds or by Related Funds (as defined below)) shall not be less than \$1,000,000 unless each of the Borrower Agent and the Administrative Agent otherwise consent;
 - (2) 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;
 - (3) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of \$3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); and
 - (4) the Eligible Assignee, if it shall not be a Lender, shall deliver on or prior to the effective date of such assignment, to the Administrative Agent (1) an Administrative Questionnaire and (2) if applicable, any Internal Revenue Service forms required under Section 2.17.

The term "**Related Funds**" shall mean with respect to any Lender that is an Approved Fund, any other Approved Fund that is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section, from and after the effective date specified in each Assignment and Assumption the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits and subject to the obligations of Sections 2.15, 2.25, 2.17 and 9.03 with respect to facts and circumstances occurring on or prior to the effective date of such assignment and subject to its obligations thereunder and under Section 9.13). If any such assignment by a Lender holding a Promissory Note hereunder occurs after the issuance of any Promissory Note hereunder to such Lender, the assigning Lender shall,

upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender such Promissory Note to the Administrative Agent for cancellation, and there-upon the applicable Borrower shall issue and deliver a new Promissory Note, if so requested by the assignee and/or assigning Lender, to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new commitments and/or outstanding Loans of the assignee and/or the assigning Lender.

If any assignment or participation under this Section 9.05 is made to (1) any Affiliate of any Disqualified Institution or (2) any Disqualified Institution in each case without the Borrower Agent's prior written consent (any such Person, a "**Disqualified Person**"), then the Borrower Agent may, at its sole expense and effort, upon notice to the applicable Disqualified Person and the Administrative Agent, (A) terminate any Commitment of such Disqualified Person and repay the outstanding amount of Loans, together with accrued and unpaid interest thereon, accrued and unpaid fees and all other amounts owing to such Disqualified Person, (B) in the case of any outstanding Term Loans, purchase such Term Loans by paying the amount that such Disqualified Person paid to acquire such Term Loans, plus in the case of each of clauses (A) and (B), accrued and unpaid interest thereon, accrued and unpaid fees and all other amounts due and payable to it hereunder and/or (C) require such Disqualified Person to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.05), all of its interests, rights and obligations under this Agreement to one or more Eligible Assignees at the amount that such Disqualified Person paid to acquire such Term Loans, plus in the case of each of clauses (A) and (B), accrued and unpaid interest thereon, accrued and unpaid fees and all other amounts due and payable to it hereunder; provided that in the case of clause (C), the relevant assignment shall otherwise comply with this Section 9.05 (except that no registration and processing fee required under this Section 9.05 shall be required with any assignment pursuant to this paragraph). Nothing in this Section 9.05 shall be deemed to prejudice any right or remedy that Holdings or any Borrower may otherwise have at law or equity. Each Lender acknowledges and agrees that Holdings and its Subsidiaries will suffer irreparable harm if such Lender breaches any obligation under this Section 9.05 insofar as such obligation relates to any assignment or participation to any Disqualified Institution. Additionally, each Lender agrees that Holdings and/or any Borrower may seek to obtain specific performance or other equitable or injunctive relief to enforce this paragraph against any Disqualified Person and the immediately following paragraph of this Section 9.05 against any Disqualified Institution, in each case with respect to such breach without posting a bond or presenting evidence of irreparable harm.

Notwithstanding anything to the contrary contained in this Agreement, each Disqualified Institution (A) will not receive information provided solely to Lenders by any Borrower, the Administrative Agent or any Lender (other than the Disqualified Institutions List to any potential assignee who is a Disqualified Institution for the purpose of determining if such potential assignee is a Disqualified Institution) and will not be permitted to attend or participate in conference calls or meetings attended solely by the Lenders and the Administrative Agent, other than the right to receive notices of prepayments and other administrative notices in respect of its Loans or Commitments required to be delivered to Lenders pursuant to Article 2 and (B) (x) for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document, or (iii) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, shall not have any right to consent (or not consent), otherwise act or direct or require the Administrative Agent or any Lender to take (or refrain from taking) any such action, and all Loans held by any Disqualified Institution shall be deemed to be not outstanding for all purposes of calculating whether the Required Lenders or all Lenders have taken any actions, except that no amendment, modification or waiver of any Loan Document shall, without the consent of the applicable Disqualified Institution, deprive any Disqualified Institution of its pro rata share of any payment to which all Lenders of Term Loans are entitled and (y) hereby agrees that if a proceeding under any Debtor Relief Law shall be commenced by or against a Borrower or any

other Loan Party, such Disqualified Institution will be deemed to vote in the same proportion as Lenders that are not Disqualified Institutions.

The Administrative Agent shall have the right, and the Borrowers hereby expressly authorize the Administrative Agent, to provide the Disqualified Institutions List to each Lender or potential Lender requesting the same (provided that such Lender or potential Lender agrees to maintain the confidentiality of the Disqualified Institutions List (which agreement may be by way of a “click through” or other affirmative action on the part of the recipient to access the Disqualified Institutions List and acknowledge its confidentiality obligations in respect thereof)).

The Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor the list or identities of, or enforce, compliance with the provisions hereof relating to Disqualified Institutions or Disqualified Person. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or Disqualified Person or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution or Disqualified Person.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders and their respective successors and assigns, and the commitment of, and principal amount of and stated interest on the Loans owing to, each Lender pursuant to the terms hereof from time to time (the “**Register**”). Failure to make any such recordation, or any error in such recordation, shall not affect the Borrowers’ obligations in respect of such Loans. The entries in the Register shall be conclusive, absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender and the owner of the amounts owing to it under the Loan Documents as reflected in the Register for all purposes of the Loan Documents, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender (but only as to its own holdings), at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Eligible Assignee, the Eligible Assignee’s completed Administrative Questionnaire and tax certifications required by Section 9.05(b)(ii)(4) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section, if applicable, and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall promptly accept such Assignment and Assumption 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 paragraph. The parties shall treat all extensions of credit to the Borrowers and its Affiliates hereunder at all times as being in registered form within the meaning of Sections 163(f), 871(h)(2), and 881(c)(2) of the Code (and any successor provisions) and the regulations thereunder and shall interpret the provisions herein regarding the Register consistent with such intent.

(vi) By executing and delivering an Assignment and Assumption, the assigning Lender thereunder and the Eligible Assignee thereunder shall be deemed to confirm 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 commitments, and the outstanding balances of its Loans, in each case without giving effect to assignments thereof which have not become effective, are as set forth in such Assignment and Assumption, (B) except as set forth in (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 the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrowers or any Subsidiary or the performance or observance by the Borrowers or any Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (C) such assignee represents and warrants that it is an Eligible Assignee, legally authorized to enter into such Assignment and Assumption; (D) such assignee confirms that it has received a copy of this Agreement and the Intercreditor Agreement, together with copies of the most recent financial statements referred to in Section 3.04 (at or 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 Assumption; (E) such assignee will independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (F) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent, by the terms hereof, 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 which by the terms of this Agreement are required to be performed by it as a Lender.

(c) (i) Any Lender may, with the Consent of the Borrower Agent (and thereafter without the consent of any Borrower), the Administrative Agent or any other Lender, sell participations to one or more banks or other entities (other than to any Disqualified Institution or natural 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 commitments and the Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; 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 (x) clause (A) to the first proviso to Section 9.02(b) that directly and adversely affects the Loans or commitments in which such Participant has an interest and (y) clause (B) to the first proviso to Section 9.02(b). Subject to paragraph (c)(ii) of this Section 9.05, the Borrowers agree that each Participant shall be entitled to the benefits and subject to the obligations of Sections 2.15, 2.25 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(e) (it being understood that the documentation required under Section 2.17(e) shall be delivered solely to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.09 as though it were a Lender; provided that such Participant shall be subject to Section 2.18(c) as though it were a Lender.

(i) A Participant shall not be entitled to receive any greater payment under Section 2.15, Section 2.25 or Section 2.17 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent the entitlement to a greater payment results from a Change in Law after the Participant became a Participant.

Each Lender that sells a participation shall, acting for this purpose as a non-fiduciary agent of the Borrowers, maintain at one of its offices a copy of a register for the recordation of the names and addresses of each Participant and their respective successors and assigns, and principal amount of and stated interest on the Loans (the “**Participant Register**”). The entries in the Participant Register shall be conclusive, absent manifest

error, and such Lender may treat each Person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any natural person) to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 9.05 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.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a “**Granting Lender**”) may grant to a special purpose funding vehicle (an “**SPC**”), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower Agent, the option to provide to the Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrowers pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan; (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof; and (iii) if an SPC elects to exercise such option and provides all or any part of such Loan, such SPC shall be recorded in the Register as the Lender with respect to the portion of a Loan made by such SPC. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrowers under this Agreement (including its obligations under Section 2.15, Section 2.25 or Section 2.17) and no SPC shall be entitled to any greater amount under Section 2.13, 2.24 or Section 2.15 or any other provision of this Agreement or any other Loan Document that the Granting Lender would have been entitled to receive, except to the extent the entitlement to a greater payment results from a Change in Law after the grant to the SPC, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender) and (iii) the Granting Lender shall for all purposes including approval of any amendment, waiver or other modification of any provision of the Loan Documents, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof; provided that (i) in the case of the Borrowers, such SPC’s Granting Lender is in compliance in all material respects with its obligations to the Borrowers hereunder and (ii) each Lender designating any SPC hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such SPC during such period of forbearance. In addition, notwithstanding anything to the contrary contained in this Section 9.05, any SPC may (i) with notice to, but without the prior written consent of, the Borrower Agent or the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender, which assignment shall be recorded in the Register, and (ii) disclose on a confidential basis any non-public information relating to its Loans to any Rating Agencies, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

(f) Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, no assignments of Loans to, or sales of participations in Loans to, any Disqualified Institution shall be permitted to be made, and any purported assignments of Loans to, or sales of participations in Loans to, any Disqualified Institution shall be void ab initio.

Section 9.06 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, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until the Discharge of DIP Obligations has occurred. The provisions of Sections 2.15, 2.25, 2.17, 9.03 and 9.13 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the occurrence of the Discharge of DIP Obligations, or the termination of this Agreement or any provision hereof but in each case, subject to the limitations set forth in this Agreement.

Section 9.07 Bankruptcy Rights. Nothing in this Agreement or in any other Loan Document shall be construed to limit or affect the obligation of the Loan Parties or any other Person to serve upon the Administrative Agent, the Collateral Agent and the Lenders in the manner prescribed by the U.S. Bankruptcy Code any pleading or notice required to be given to the Administrative Agent, the Collateral Agent and the Lenders pursuant to the U.S. Bankruptcy Code.

Section 9.08 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Agent Fee Letter and any separate letter agreements constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by Holdings, the Borrowers, the Subsidiaries of the Borrowers party hereto and the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 9.09 Severability. To the extent permitted by law, any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Further, to the extent any such provision is so held to be invalid, illegal or unenforceable, the parties hereto shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions.

Section 9.10 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final excluding any account used exclusively as payroll, trust, and tax withholding accounts) at any time held and other obligations at any time owing by the Administrative Agent or such Lender or Affiliate (including, without limitation, by branches and agencies of the Administrative Agent or such Lender, wherever located) to or for the credit or the account of any Borrower or any Loan Guarantor against any of and all the Secured Obligations held by the Administrative Agent or such Lender or Affiliate, irrespective of whether or not the Administrative Agent or such Lender or Affiliate shall have made any demand under the Loan Documents and although such obligations may be unmaturing. The applicable Lender shall promptly notify the Borrower Agent and the Administrative Agent of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. NOTWITHSTANDING THE FOREGOING, AT ANY TIME THAT ANY OF THE SECURED OBLIGATIONS SHALL BE SECURED BY REAL PROPERTY LOCATED IN CALIFORNIA, NO LENDER SHALL EXERCISE A RIGHT OF SETOFF LENDER'S LIEN OR COUNTERCLAIM OR TAKE ANY COURT OR ADMINISTRATIVE ACTION OR INSTITUTE ANY PROCEEDING TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR ANY LOAN DOCUMENT UNLESS IT IS TAKEN WITH THE CONSENT OF THE LENDERS REQUIRED BY SECTION 9.02 OF THIS AGREEMENT OR APPROVED IN WRITING BY THE ADMINISTRATIVE AGENT, IF SUCH SETOFF OR ACTION OR PROCEEDING WOULD OR MIGHT (PURSUANT TO SECTIONS 580a, 580b, 580d AND 726 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR SECTION 2924 OF THE CALIFORNIA CIVIL CODE, IF APPLICABLE, OR OTHERWISE) AFFECT OR IMPAIR THE VALIDITY, PRIORITY, OR ENFORCEABILITY OF THE LIENS GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THE COLLATERAL DOCUMENTS OR THE ENFORCEABILITY OF THE PROMISSORY NOTES AND OTHER OBLIGATIONS HEREUNDER, AND ANY ATTEMPTED EXERCISE BY ANY LENDER OR ANY SUCH RIGHT WITHOUT OBTAINING SUCH CONSENT OF THE PARTIES AS REQUIRED ABOVE, SHALL BE NULL AND VOID. THIS PARAGRAPH SHALL BE SOLELY FOR THE BENEFIT OF EACH OF THE LENDERS AND THE ADMINISTRATIVE AGENT HEREUNDER.

Section 9.11 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN THE OTHER LOAN DOCUMENTS), WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. THE PARTIES HERETO AGREE THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY

OBJECTION TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE ADMINISTRATIVE AGENT AND LENDERS RETAIN THE RIGHT TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(d) TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY LOAN DOCUMENT THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. 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 9.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.13 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 9.14 Confidentiality. The Administrative Agent and each Lender agrees (and each Lender agrees to cause its SPC, if any) to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its, its Affiliates' and Approved Funds' (other than, to the extent the list is made available to all Lenders, Disqualified Institutions) directors (or equivalent managers), officers, employees, independent auditors, or other experts, professionals and advisors,

including accountants, legal counsel and other advisors (collectively, the “**Representatives**”) on a “need to know” basis solely in connection with the transactions completed hereby and who are informed of the confidential nature of such Confidential Information and are or have been advised of their obligation to keep such Confidential Information of this type confidential; provided that such Person shall be responsible for its Affiliates’, Approved Funds’ and their Representatives’ compliance with this paragraph, (b) upon the demand or request of any regulatory (including any self-regulatory body, such as the National Association of Insurance Commissioners), governmental or administrative authority purporting to have jurisdiction over such Person or its Affiliates (in which case such Person shall (i) except with respect to any audit or examination conducted by bank accountants or any Governmental Authority exercising examination or regulatory authority, to the extent practicable and not prohibited by law, inform the Borrower Agent promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (c) to the extent compelled by legal process in, or reasonably necessary to, the defense of such legal, judicial or administrative proceeding, in any legal, judicial or administrative proceeding or otherwise as required by applicable Requirements of Law, rule or regulation (in which case such party shall (i) to the extent practicable and not prohibited by law, inform the Borrower Agent promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (d) to any other party to this Agreement, (e) subject to an acknowledgment and agreement by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to the Borrower Agent) (which agreement may be by way of a “click through” or other affirmative action on the part of the recipient to access the Confidential Information and acknowledge its confidentiality obligations in respect thereof), to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement, including, without limitation, any SPC (in each case other than a Disqualified Institution) or with respect to any Agent, to any other permitted transferee, assignee or successor in connection with an assignment or transfer, (ii) any pledgee referred to in Section 9.05 or (iii) any actual or prospective, direct or indirect contractual counterparty (or its advisors) to any swap or Derivative Transaction (including any credit default swap) or similar product relating to the Loan Parties and their obligations subject to acknowledgment and agreement by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to the Borrower Agent)), (f) with the prior written consent of the Borrower Agent, (g) to any Rating Agencies in connection with obtaining ratings for the Borrowers, the Term Loans, (h) to the extent applicable and reasonably necessary or advisable, for purposes of establishing a “due diligence” defense, (i) for purposes of enforcing their rights under this Agreement and (j) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section by such Person, its Affiliates or their respective Representatives, (ii) becomes available to the Administrative Agent or any Lender on a non-confidential basis other than as a result of a breach of this Section from a source other than any Loan Party, (iii) to the extent the Administrative Agent, such Lender or such Affiliate independently develops such information without the use of information provided by a Loan Party or (iv) was already in the Administrative Agent or a Lender’s possession prior to entering into any undertaking of confidentiality in connection with the Transactions. For the purposes of this Section, “**Confidential Information**” means all information received from any Loan Party relating to the Loan Parties or their businesses, any Sponsor or the Transactions other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by any Loan Party. For the avoidance of doubt, in no event shall any disclosure of such Confidential Information be made to any Disqualified Institution (at the time such disclosure was made).

Section 9.15 No Fiduciary Duty. The Administrative Agent, each Lender and their respective Affiliates and Approved Funds (collectively, solely for purposes of this paragraph, the “**Lender Parties**”), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their respective affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender Party, on the one hand, and any Loan Party, its respective stockholders or its respective affiliates, on the other. The Loan Parties acknowledge and agree that: (i) the transactions contemplated by the Loan Documents (including the

exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lender Parties, on the one hand, and each Loan Party, on the other, (ii) in connection therewith and with the process leading thereto, (x) no Lender Party has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its respective stockholders or its respective affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender Party has advised, is currently advising or will advise any Loan Party, its respective stockholders or its respective Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender Party is acting solely as principal and not as the agent or fiduciary of such Loan Party, its respective management, stockholders, creditors or any other Person and (iii) each of the Lender Parties (x) is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services, (y) in the ordinary course of business, may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrowers and other companies with which the Borrowers may have commercial or other relationships and (z) with respect to any securities and/or financial instruments so held by the Lender Parties or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. Each Loan Party acknowledges and agrees that such Loan Party has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender Party has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto.

Section 9.16 Several Obligations. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder.

Section 9.17 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act and the Administrative Agent hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower and Loan Guarantor, which information includes the name, address and tax identification number of each Loan Party and other information regarding such Loan Party that will allow such Person to identify the Loan Parties in accordance with the USA PATRIOT Act. This notice is given in accordance with the requirements of the USA PATRIOT Act and is effective as to the Lenders and the Administrative Agent.

Section 9.18 Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

Section 9.19 Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof; and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

Section 9.20 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 "**Interest 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 Interest Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Interest Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Interest 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 9.21 [Reserved].

Section 9.22 Conflicts. Notwithstanding anything to the contrary contained herein, in any other Loan Document (but excluding the Intercreditor Agreement), in the event of any conflict or inconsistency between this Agreement and any other Loan Document (excluding the Intercreditor Agreement), the terms of this Agreement shall govern and control; provided that in the case of any conflict or inconsistency between the Intercreditor Agreements and any other Loan Document, the terms of the Intercreditor Agreements shall govern and control.

Section 9.23 Borrower Agent.

(a) The Borrower Agent is hereby appointed by each of the other Borrowers as its contractual representative hereunder and under each other Loan Document, and each of such other Borrowers irrevocably authorizes the Borrower Agent to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Agent agrees to act as such contractual representative upon the express conditions contained in this Section 9.23. Additionally, such other Borrowers hereby appoint the Borrower Agent as their agent to receive, to the extent so requested by such Borrower, the proceeds of the Loans in its account(s), at which time the Borrower Agent shall promptly disburse such Loans to the appropriate Borrower(s). The Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Borrower Agent or any other Borrower for any action taken or omitted to be taken by the Borrower Agent or the other Borrowers pursuant to this Section 9.23.

(b) The Borrower Agent shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Agent by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Agent shall have no implied duties to the other Borrowers hereunder, or any obligation to the Lenders to take any action hereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Agent.

Section 9.24 Acknowledgement and Consent to Bail-In. 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 EEA 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 an EEA 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 an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA 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 EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be

accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

ARTICLE 10

LOAN GUARANTY

Section 10.01 Guaranty. Each Loan Guarantor hereby agrees that it is jointly and severally liable for, and, as Primary Obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the Administrative Agent for the benefit of the Secured Parties the full and prompt payment when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations (collectively the “**Guaranteed Obligations**”). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Loan Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the Administrative Agent and/or the other Secured Parties, on demand, together with any and all expenses which may be incurred by the Administrative Agent and the other Secured Parties in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with Section 9.03. Each Loan Guarantor unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed Obligations to the Administrative Agent for the benefit of the Secured Parties whether or not due or payable by the Borrowers upon the occurrence of any of the events specified in Sections 7.01(f) or (g), and in such event, irrevocably and unconditionally promises to pay such indebtedness to the Administrative Agent for the benefit of the Secured Parties, on demand, in lawful money of the United States.

Section 10.02 Guaranty of Payment. This Loan Guarantee is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent or any Lender to sue any Borrower, any other Loan Guarantor, any other Guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, an “**Obligated Party**”), or otherwise to enforce its rights in respect of any Collateral securing all or any part of the Guaranteed Obligations. The Administrative Agent may enforce this Loan Guarantee solely upon the occurrence and during the continuance of an Event of Default.

Section 10.03 No Discharge or Diminishment of Loan Guarantee.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than as set forth in Section 10.13), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Guarantor or of other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers; or (ix) any payment made to any Secured Party on the Guaranteed Obligations which any such Secured Party repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor

relief proceeding, and each Loan Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(b) Except on the Termination Date (including a defense that Termination Date has occurred) or as expressly permitted by Section 10.13, the obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by:

(i) the failure of the Administrative Agent or any Secured Party to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations;

(ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations;

(iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor or of other Person liable for any of the Guaranteed Obligations;

(iv) any action or failure to act by the Administrative Agent or any Secured Party with respect to any Collateral securing any part of the Guaranteed Obligations; or

(v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than as set forth in Section 10.13).

Section 10.04 Defenses Waived. To the fullest extent permitted by applicable law, and except on the Termination Date (including a defense that Termination Date has occurred) or as expressly permitted by Section 10.13, each Loan Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Loan Guarantor or arising out of the disability of the Borrowers or any other Loan Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Loan Guarantor. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Loan Guarantee, and notices of the existence, creation or incurring of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right (except as shall be required by applicable statute and cannot be waived) to require any Secured Party to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party, or (iii) pursue any other remedy in any Secured Party's power whatsoever. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any Collateral securing all or a part of the Guaranteed Obligations, and the Administrative Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Loan

Guarantor under this Loan Guarantee except as otherwise provided in Section 10.13. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

Section 10.05 Authorization. The Loan Guarantors authorize the Secured Parties without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder (except as set forth in Section 10.13), from time to time to:

(a) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Loan Guarantee shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(b) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(c) exercise or refrain from exercising any rights against the Borrowers, any other Loan Party or others or otherwise act or refrain from acting;

(d) release or substitute any one or more endorsers, Guarantors, the Borrowers, other Loan Parties or other obligors;

(e) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the Secured Parties;

(f) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the Secured Parties regardless of what liability or liabilities of the Borrowers remain unpaid;

(g) consent to or waive any breach of, or any act, omission or default under, this Agreement, any other Loan Document, any Hedge Agreement or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify or supplement this Agreement, any other Loan Document, any Hedge Agreement or any of such other instruments or agreements; and/or

(h) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Loan Guarantors from their respective liabilities under this Loan Guarantee.

Section 10.06 Rights of Subrogation. Until the Termination Date, any indebtedness of the Borrowers now or hereafter owing to any Loan Guarantor is hereby subordinated to the Obligations owing to the Secured Parties; and if the Administrative Agent so requests at a time when an Event of Default has occurred and is continuing, all such indebtedness of the Borrowers to such Loan Guarantor shall be collected, enforced and received by such Loan Guarantor for the benefit of the Secured Parties and be paid over to the Administrative Agent on behalf of the Secured Parties on account of the Guaranteed Obligations to the Secured Parties, but without affecting or impairing in any manner the liability of such Loan Guarantor under the other provisions of this Loan Guarantee. Prior to the transfer by any Loan Guarantor of any note or negotiable instrument evidencing any such indebtedness of the Borrowers to such Loan Guarantor, such Loan Guarantor shall mark such note or negotiable instrument with a legend that the same is subject to this subordination. No Loan

Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Loan Party or any Collateral in respect of this Loan Guarantee until the occurrence of the Termination Date.

Section 10.07 Reinstatement: Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Loan Guarantor's obligations under this Loan Guarantee with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Loan Guarantors forthwith on demand by the Administrative Agent.

Section 10.08 Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guarantee, and agrees that none of the Administrative Agent or any Secured Party shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

Section 10.09 [Reserved].

Section 10.10 Maximum Liability. It is the desire and intent of the Loan Guarantors and the Secured Parties that this Loan Guarantee shall be enforced against the Loan Guarantors to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. The provisions of this Loan Guarantee are severable, and in any action or proceeding involving any state corporate law, or any state, Federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Loan Guarantee would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Loan Guarantee, then, notwithstanding any other provision of this Loan Guarantee to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Secured Parties, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Guarantor's "**Maximum Liability**"). Each Loan Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Loan Guarantor without impairing this Loan Guarantee or affecting the rights and remedies of the Secured Parties hereunder; provided that nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Liability.

Section 10.11 Contribution. In the event any Loan Guarantor (a "**Paying Guarantor**") shall make any payment or payments under this Loan Guarantee or shall suffer any loss as a result of any realization upon any Collateral granted by it to secure its obligations under this Loan Guarantee, each other Loan Guarantor (each a "**Non-Paying Guarantor**") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "**Guarantor Percentage**" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article 10, each Non-Paying Guarantor's "**Guarantor Percentage**" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (a) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrowers after the Closing Date (whether by loan, capital infusion or by other means) to (b) the aggregate Maximum Liability of all Loan Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not

been determined for any Loan Guarantor, the aggregate amount of all monies received by such Loan Guarantors from the Borrowers after the Closing Date (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Loan Guarantor's Maximum Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Loan Guarantee from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the Secured Obligations until the Termination Date. This provision is for the benefit of the Administrative Agent, the Lenders and the other Secured Parties and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

Section 10.12 Liability Cumulative. The liability of each Loan Guarantor under this Article 10 is in addition to and shall be cumulative with all liabilities of such Loan Guarantor to the Administrative Agent and the Lenders under this Agreement and the other Loan Documents to which such Loan Guarantor is a party or in respect of any obligations or liabilities of the other Loan Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

Section 10.13 Release of Loan Guarantors. Notwithstanding anything in Section 9.02(b) to the contrary, a Subsidiary Guarantor shall automatically be released from its obligations hereunder and its Loan Guaranty shall be automatically released (i) upon the consummation of any transaction or designation permitted hereunder if as a result thereof such Subsidiary Guarantor shall cease to be a Subsidiary (or becomes an Excluded Subsidiary) or (ii) upon the occurrence of the Termination Date. In connection with any such release, the Administrative Agent shall promptly execute and deliver to any Loan Guarantor, at such Loan Guarantor's expense, all documents that such Loan Guarantor shall reasonably request to evidence termination or release. Any execution and delivery of documents pursuant to the preceding sentence of this Section 10.13 shall be without recourse to or warranty by the Administrative Agent (other than to the Administrative Agent's authority to deliver such documents).

Section 10.14 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Loan Guarantee in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.14 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.14, or otherwise under this Loan Guarantee, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Termination Date. Each Qualified ECP Guarantor intends that this Section 10.14 constitute, and this Section 10.14 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

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[Signature Pages, Schedules, and Exhibits Intentionally Omitted]