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Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

Court File No. CL-26-00000372-0000

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**
**(COMMERCIAL LIST)**

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| THE HONOURABLE | ) | FRIDAY, THE 28TH |
| JUSTICE DUNPHY | ) | DAY OF AUGUST, 2026 |

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF DE CLOET GREENHOUSE MFG. LTD.

APPLICATION OF DE CLOET GREENHOUSE MFG. LTD. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

**SUPPLEMENTAL ORDER**
**(FOREIGN MAIN PROCEEDING)**

**THIS APPLICATION**, made by De Cloet Greenhouse Mfg. Ltd. (the "**Canadian Debtor**"), in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") of the Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an Order substantially in the form enclosed in the Supplemental Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

**ON READING** the Notice of Application, the affidavit of Adam Zalev sworn August 19, 2026, the Affidavit of Adam Zalev sworn August 21, 2026, and the Pre-Filing Report of AlixPartners Restructuring, Inc. ("**AlixPartners**"), in its capacity as proposed information officer, dated August 26, 2026 (the "**Pre-Filing Report**"), each filed, and on being advised by counsel for the Foreign Representative that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign Representative, counsel for AlixPartners, and counsel for the other parties appearing on the participant information form, no one appearing for any other party although duly served as appears from the Lawyer's Certificate of Service of Alec Hoy sworn August 21, 2026, and on reading the consent of AlixPartners to act as the information officer, each filed:

**SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

**INITIAL RECOGNITION ORDER**

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) of this Court dated August 28, 2026 (the "**Initial Recognition Order**").

3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Initial Recognition Order, the provisions of the Initial Recognition Order shall govern.

**RECOGNITION OF FOREIGN ORDERS**

4. **THIS COURT ORDERS** that the following orders (collectively, the "**Foreign Orders**") of the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") made in the Foreign Proceeding, copies of which are attached as Schedules "A" to "K", are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

(a) *Order (I) Authorizing De Cloet Greenhouse Mfg. Ltd. to Act as Foreign Representative and (II) Granting Related Relief*;

(b) *Interim Order Under Bankruptcy Code Sections 105, 361, 362, 363, 364, 503, 506, 507, and 552, and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 (I) Authorising Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral (II) Granting (A) Liens and Providing Superiority Administrative Expense Status and (B) Adequate Protection to Prepetition Secured Creditors, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "**DIP Order**");

(c) *Interim Order (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims and Encumbrances; and (C) Granting Related Relief*;

(d) *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief*;

(e) *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief*;

(f) *Interim Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, and (IV) Granting Related Relief*;

(g) *Interim Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief*;

(h) *Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and Letter of Credit Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, Surety Bonds, and Letters of Credit, and (C) Continue to Pay Broker Fees, and (II) Granting Related Relief*;

(i) *Interim Order (A) Authorizing, But Not Directing, the Debtors to (I) Pay Prepetition Wages, Compensation, Employee Benefits, and Other Employee Obligations, (II) Continue Certain Employee Benefit Programs In the Ordinary Course, (B) Authorizing All Banks to Honor Prepetition Checks For Payment of Prepetition Employee Obligations, and (C) Granting Related Relief*;

(j) *Interim Order (I) Authorizing Continued (A) Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief; and*

(k) *Interim Order (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices and (II) Granting Related Relief.*

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to the Property (as defined below) in Canada.

**APPOINTMENT OF INFORMATION OFFICER**

5. **THIS COURT ORDERS** that AlixPartners (the "**Information Officer**") is hereby appointed as an officer of this Court, with the powers and duties set out herein and in any other Order made in this proceeding.

**NO PROCEEDINGS AGAINST THE CANADIAN DEBTOR OR THE PROPERTY**

6. **THIS COURT ORDERS** that until such date as this Court may order (the "**Stay Period**"), no proceeding, application, or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**" and, collectively, "**Proceedings**") including, without limitation, a Proceeding taken or that might be taken under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended ("**BIA**"), or the *Winding-up and Restructuring Act*, R.S.C., 1985, c. W-11, as amended, shall be commenced or continued against, or in respect of, the Canadian Debtor or affecting its business (the "**Business**") or its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"), except with the written consent of the Canadian Debtor and the Information Officer, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Canadian Debtor, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

7. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental or quasi-governmental body or agency, or any other entities or person (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Canadian Debtor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Canadian Debtor and the Information Officer, or with leave of this Court, provided that nothing in this

Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada, (ii) empower the Canadian Debtor to carry on any business in Canada which the Canadian Debtor is not lawfully entitled to carry on, or (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA.

**NO INTERFERENCE WITH RIGHTS**

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by the Canadian Debtor and affecting the Business or Property in Canada, except with the written consent of the Canadian Debtor and the Information Officer, or with leave of this Court.

**ADDITIONAL PROTECTIONS**

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Canadian Debtor or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utilities, licencing arrangements, manufacturing agreements, fuel, maintenance, customers broker services or other services provided in respect of the Property or Business of the Canadian Debtor, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Canadian Debtor, and that the Canadian Debtor shall be entitled to the continued use in Canada of its current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers (including any person who may be deemed to be a director or officer) of the Canadian Debtor with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Canadian Debtor whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights

and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

**OTHER PROVISIONS RELATING TO INFORMATION OFFICER**

12. **THIS COURT ORDERS** that the Information Officer:

(a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;

(b) shall report to this Court at such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;

(c) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Canadian Debtor, to the extent that is necessary to perform its duties arising under this Order; and

(d) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Canadian Debtor shall (i) advise the Information Officer of all material steps taken by the Canadian Debtor (including in its capacity as the Foreign Representative) in this proceeding or in the Foreign Proceeding, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the

management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (i) shall post on its website all Orders of this Court made in this proceeding, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of the Canadian Debtor with information provided by the Canadian Debtor in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Canadian Debtor is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the Canadian Debtor may agree.

17. **THIS COURT ORDERS** that Cassels Brock & Blackwell, LLP, as Canadian counsel to the Canadian Debtor (including in its capacity as the Foreign Representative) ("**Canadian Counsel**"), the Information Officer, and counsel to the Information Officer shall be paid by the Canadian Debtor (or any of its affiliates as they may elect) their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges, or in the case of the Information Officer and its counsel, unless otherwise ordered by the Court on the passing of their accounts. The Canadian Debtor is hereby authorized and directed to pay the accounts of Canadian Counsel, the Information Officer and counsel for the Information Officer on a bi-weekly basis or on such terms as such parties may agree, and the retainers previously paid to Canadian Counsel, the Information Officer and counsel to the Information Officer, each in the amounts of USD$97,000, $100,000 and $150,000, respectively, are hereby approved. For the avoidance of doubt, the accounts of Canadian Counsel, the Information Officer, and counsel to the Information Officer shall not be subject to approval in the Foreign Proceeding.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer

and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that Canadian Counsel, the Information Officer and counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property in Canada, which charge shall not exceed an aggregate amount of USD$450,000 as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 24 and 26 hereof.

**DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

20. **THIS COURT ORDERS** that the Canadian Debtor shall indemnify its directors and officers (including any person who may be deemed to be a director or officer) against obligations and liabilities that they may incur as directors and officers of the Canadian Debtor after the commencement of the within proceedings (including, for greater certainty, any applicable obligations and liabilities of the directors and officers for wages, vacation pay or termination or severance pay due to employees of the Canadian Debtor, whether or not such employee was terminated prior to or after the commencement of these proceedings), except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Canadian Debtor (including any person who may be deemed to be a director or officer) shall be entitled to the benefit of and are hereby granted a charge (the "**D&O Charge**") on the Property in Canada, which charge shall not exceed an aggregate amount of $210,000, as security for the indemnity provided in paragraph 20 of this Order. The D&O Charge shall have the priority set out in paragraphs 24 and 26 hereof.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the directors and officers of the Canadian Debtor (including any person who may be deemed to be a director or officer) shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

**INTERIM FINANCING**

23. **THIS COURT ORDERS** that the DIP Agent (as defined in the DIP Order) for and on behalf of itself and the other DIP Credit Parties (as defined in the DIP Order) (collectively, the "**DIP Lender**") shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property in Canada, which DIP Lender's Charge shall be consistent with the liens and charges created by the DIP Order but in any event subject to the provisions of paragraphs 24 and 26 hereof. The DIP Lender's Charge shall have the priority set out in paragraphs 24 and 26 hereof, provided that the DIP Lender's Charge shall not be enforced except with leave of this Court.

**VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

24. **THIS COURT ORDERS** that the priorities of the Administration Charge, the D&O Charge and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of USD$450,000);

Second – D&O Charge (to the maximum amount of $210,000); and

Third – DIP Lender's Charge (to the maximum amount set out in the DIP Order).

25. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

26. **THIS COURT ORDERS** that each of the Charges (as constituted and defined herein) shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person; except for (i) the Encumbrances granted by the Canadian Debtor prior to the date of this Order in favour of Royal Bank of Canada and Toyota Industries Commercial Finance Canada, Inc. limited solely to the collateral described in section 6.02 (mm) of the DIP Credit Agreement (as defined in the DIP Order) and (ii) the DIP Lender's Charge which shall be subordinate to the Administration Charge and the D&O Charge in all respects and shall otherwise have the

relative priorities set out in the DIP Order and the Lien Priority Annex (Exhibit 1 to the DIP Order). The subordination of the DIP Lender's Charge to the Encumbrances in favour of the Prepetition Term Loan Secured Parties (as defined in the DIP Order) solely with respect to the Prepetition Term Loan Priority Collateral (as defined in the DIP Order) is confirmed.

27. **THIS COURT ORDERS** that the reservation of rights afforded to the DIP Credit Parties, the Prepetition ABL Secured Parties and the Prepetition Term Loan Secured Parties (each as defined in the DIP Order) under section 31(j) of the DIP Order is hereby extended to include the allocation of proceeds used to satisfy the obligations secured by the Administration Charge and D&O Charge, provided that, for greater certainty, nothing in this paragraph 27 or in section 31(j) of the DIP Order means, or shall be deemed to mean, that any such proceeds are not, or shall not be, available to satisfy the obligations secured by the Administration Charge or the D&O Charge, as applicable, for any reason whatsoever (including without limitation any allocation contemplated by section 31(j) of the DIP Order, whether agreed to consensually or as may be determined by further order of this Court).

28. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Canadian Debtor shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Charges, unless the Canadian Debtor also obtains the prior written consent of the beneficiaries of the Charges (collectively, the "**Chargees**").

29. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Canadian Debtor, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by the Canadian Debtor of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(c) the payments made by the Canadian Debtor (or any of its affiliates as they may elect) to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

30. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Canadian Debtor's interest in such real property leases.

**SERVICE AND NOTICE**

31. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/regional-practice-directions/%20eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure, R.R.O. 1990, Reg 194 (the "**Rules of Civil Procedure**"). Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: https://cdncases.alixpartners.com/experience/case/DeCloet-Greenhouse.

32. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Canadian Debtor, the Information Officer and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Canadian Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Canadian Debtor and that any such service or distribution shall be deemed to be received (a) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission, (b) in the case of delivery by

prepaid ordinary mail, on the third business day after mailing, and (c) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

33. **THIS COURT ORDERS** that any distribution or service in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

**GENERAL**

34. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

35. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of the Canadian Debtor, the Business or the Property.

36. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

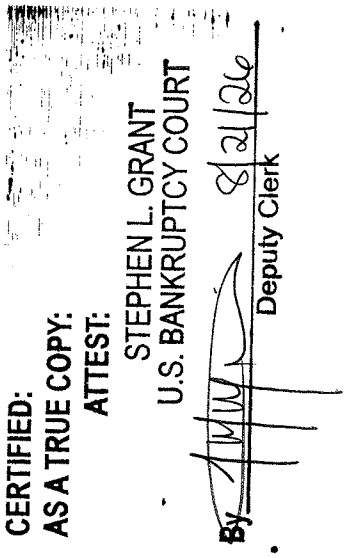
37. **THIS COURT ORDERS** that each of the Foreign Representative and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

Digitally signed by Sean Dunphy
Date: 2026.08.28 12:27:13 -04'00'

The Honourable Justice Dunphy

**Schedule “A”**
**Foreign Representative Order**




**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re: | Chapter 11 |
| BFG Supply Co., LLC, *et al.*, | Case No. 26-11284 (CTG) |
| Debtors.[1] | (Jointly Administered) |
| | **Re: Docket No. 3** |

**ORDER (I) AUTHORIZING DE CLOET GREENHOUSE MFG. LTD. TO ACT AS FOREIGN REPRESENTATIVE IN THE CANADIAN PROCEEDINGS AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (i) authorizing, but not directing, De Cloet Greenhouse Mfg. Ltd. to act as the Debtors' Foreign Representative in the Canadian Proceeding and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Motion.

§ 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. De Cloet is hereby authorized to act as the Foreign Representative on behalf of the Debtors' estates in connection with the Canadian Proceeding. As Foreign Representative, De Cloet shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including without limitation, (a) seeking recognition of the Debtors' Chapter 11 Cases (or any of them) in the Canadian Proceeding; (b) requesting that the Canadian Court lend assistance to this Court in protecting the Debtors' assets, operations, and property; (c) consistent with any orders of the Canadian Court, retaining and compensating Canadian professionals on behalf of the Foreign Representative and paying the costs of the Canadian Court-appointed information officer and its counsel, each without further order of this Court or requirement to file applications with

this Court; and (d) seeking any other appropriate relief from the Canadian Court that De Cloet deems just and proper in the furtherance of the protection of the Debtors' estates.

3. Notwithstanding the relief granted in this Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

4. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as a "foreign main proceeding" and De Cloet as a "foreign representative" pursuant to the CCAA and to recognize and give full force and effect in all provinces and territories of Canada to this Order and to other orders issued by the Court in these Chapter 11 Cases.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and Local Rules are satisfied by such notice.

6. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

7. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule “B”**
**DIP Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | |
|---|---|
| In re: | Chapter 11 |
| BFG Supply Co., LLC, *et al.*, | Case No. 26-11284 (CTG) |
| Debtors.[1] | (Jointly Administered) |
| | **Related Docket Nos. 17, 18** |

**INTERIM ORDER UNDER BANKRUPTCY CODE SECTIONS 105, 361, 362, 363, 364, 503, 506, 507, AND 552, AND BANKRUPTCY RULES 2002, 4001, 6003, 6004, AND 9014 (I) AUTHORIZING DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) USE CASH COLLATERAL, (II) GRANTING (A) LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS AND (B) ADEQUATE PROTECTION TO PREPETITION SECURED CREDITORS, (III) MODIFYING AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the "***Motion***")[2] of BFG Supply Co., LLC, and certain of its affiliates, each of which is a debtor and debtor in possession (collectively, the "***Debtors***") in the above-captioned chapter 11 cases (the "***Chapter 11 Cases***"), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "***Bankruptcy Code***"), rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), and rules 2002-1(b), 4001-2, and 9013-1(m) of the Local Rules for the United States Bankruptcy Court for the District

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion, or if not defined therein, the DIP Loan Documents (as defined herein).

of Delaware (the "***Local Rules***"), seeking entry of this interim order (this "***Interim Order***"), among other things:

a. authorizing the Debtors to obtain postpetition financing consisting of the obligations under a superpriority senior secured asset-based credit facility in the aggregate principal amount of $55 million (the "***DIP Facility***" and such funding commitment thereunder, the "***DIP Commitments***"), pursuant to the terms and conditions of that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, attached hereto as **Exhibit 2** (as the same may be amended, restated, amended and restated, supplemented, waived, or otherwise modified in accordance with the terms thereof from time to time the "***DIP Credit Agreement***") by and among (A) Bamboo Purchaser, Inc. (the "***Borrower***"), (B) the subsidiaries of the Borrower from time to time party thereto as guarantors, (C) ACF FINCO I LP, as Administrative Agent and collateral agent (in such capacities, the "***DIP Agent***"), and (D) the lenders from time to time party thereto (collectively, the "***DIP Lenders***"; the DIP Agent and the DIP Lenders are collectively referred to herein as the "***DIP Credit Parties***") and allocated and made available to the Borrower as follows:

i. upon entry of this Interim Order, subject to the terms and conditions set forth in the DIP Credit Agreement, the other DIP Loan Documents (as defined herein), and this Interim Order, the DIP Commitments shall be available to the Borrower to draw upon pursuant to a "creeping roll-up" whereby all Cash Collateral (as defined herein) is used to pay down the Prepetition Revolving Loans (as defined herein) and gives rise to a corresponding amount of availability under the DIP Facility (subject to the terms of the DIP Credit Agreement); *provided*, that all Banking Services Obligations and Secured Hedging Obligations (each as defined in the Prepetition ABL Credit Agreement) shall be deemed DIP Obligations upon entry of this Interim Order (the "***Interim Financing***");

ii. upon entry of the Final Order (as defined herein), subject to the terms and conditions set forth in the DIP Credit Agreement and the other DIP Loan Documents, the repayment and refinancing of any outstanding and remaining Prepetition Revolving Loans (as defined herein) (all amounts so repaid and refinanced, the "***DIP Roll-Up Loan***" and together with the Interim Financing, the "***DIP Loans***") pursuant to a "creeping roll-up" under this Interim Order whereby all cash is used to pay down the Prepetition Revolving Loans and gives rise to a corresponding amount of availability under the DIP Facility (subject to the terms of the DIP Credit Agreement), and any remaining outstanding Prepetition Revolving Loans shall be fully "rolled" into the DIP Facility and shall

constitute DIP Obligations (as defined herein) upon the entry of the Final Order granting such relief.

b. authorizing the Debtors to execute and deliver the DIP Credit Agreement and all other related documents, instruments, letters, notes, and agreements, including, without limitation, security agreements, deposit account control agreements, pledge agreements, guaranties, and promissory notes (collectively, the "***DIP Loan Documents***") and to perform such other acts as may be necessary, convenient, advisable, or appropriate in connection with the DIP Loan Documents;

c. authorizing the Debtors to incur, guarantee, and pay, as applicable, loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees (including, without limitation, any commitment fees, exit fees, and collateral management fees, the reasonable and documented fees and disbursements of the DIP Credit Parties' attorneys (which firms shall be (x) Choate, Hall & Stewart, LLP and (y) Womble Bond Dickinson (US) LLP advisers, accountants, and other consultants), and all related expenses of the DIP Credit Parties, in each case, subject to the terms and provisions of the DIP Loan Documents, and other fees payable pursuant to the DIP Loan Documents), costs, expenses, and other liabilities, all other obligations (including indemnities and similar obligations, whether contingent or absolute) and all other Secured Obligations (as defined in the DIP Credit Agreement) due or payable under the DIP Facility to the DIP Lenders (the "***DIP Obligations***"), which, for the avoidance of doubt, shall include the DIP Roll-Up Loan, and to perform such other and further acts as may be necessary, convenient, advisable, desirable, or appropriate in connection therewith;

d. authorizing BFG Purchaser Parent Inc. ("***Holdings***") and each existing and future direct and indirect subsidiary of Holdings (other than any such subsidiary acting as Borrower) to jointly and severally guarantee (such entities together with Holdings, the "***Guarantors***" and the Guarantors collectively with the Borrower, the "***DIP Loan Parties***") the DIP Facility and DIP Obligations as set forth herein and in the DIP Loan Documents;

e. subject and subordinate only to the Carve Out (as defined herein) and the relative priorities as agreed upon by the parties-in-interest set forth on **Exhibit 1** hereto (the "***Lien Priority Annex***"), granting allowed superpriority administrative expense claim status pursuant to section 364(c)(1) of the Bankruptcy Code in each of the Chapter 11 Cases and any Successor Cases (as defined herein) to the DIP Obligations;

f. authorizing the Debtors to use the "cash collateral" (as defined in section 363(a) of the Bankruptcy Code, the "***Cash Collateral***") of the Prepetition Secured Creditors (as defined herein) in accordance with the terms of this Interim Order, that the Debtors are holding or may obtain, pursuant to sections 361 and 363 of the Bankruptcy Code and Bankruptcy Rules 4001(b) and 6004 and in accordance with the Approved Budget (as defined herein);

g. granting to the DIP Agent, for the benefit of the DIP Credit Parties, automatically perfected security interests in and liens on all DIP Collateral (as defined herein), including, without limitation, all property constituting Cash Collateral, which liens shall be subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex;

h. authorizing the Debtors to provide adequate protection to the Prepetition Secured Creditors (as defined herein) solely to the extent of any Diminution in Value (as defined herein) on the terms set forth herein;

i. approving certain stipulations by the Debtors with respect to the Prepetition Credit Documents and the Prepetition Collateral (each as defined herein) as set forth herein;

j. waiving any applicable stay and provisions for immediate effectiveness of this Interim Order;

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

l. granting related relief; and

m. scheduling a final hearing (the "***Final Hearing***") to consider entry of a final order (the "***Final Order***") authorizing and approving, among other things, the relief requested in the Motion on a final basis, which order shall be in form substantially similar to this Interim Order and otherwise reasonably acceptable to the Debtors, the DIP Agent, the DIP Lenders, and the Prepetition ABL Agent (as defined herein), and approving the form of notice with respect to the Final Hearing.

This Court having considered the interim relief requested in the Motion, the exhibits attached thereto, the *Declaration of Adam Zalev in Support of the Debtors' Chapter 11 Petitions and First Day Motions* and the *Declaration of Neil Gupta in Support of the Debtors' Motion Under Bankruptcy Code Sections 105, 361, 362, 363, 364, 503, 506, 507, and 552, and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014 (I) Authorizing Debtors To (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting (A) Liens and Providing Superpriority Administrative Expense Status and (B) Adequate Protection To Prepetition Secured Creditors, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief*, each filed concurrently with the Motion, the DIP Loan Documents, and the

evidence submitted or adduced and the arguments of counsel made at the interim hearing held on August 20, 2026 (the "***Interim Hearing***"); and the Interim Hearing to consider the interim relief requested in the Motion having been held and concluded; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved, or overruled by this Court; and it appearing to this Court that, pursuant to Bankruptcy Rule 4001(c)(2), granting the interim relief requested is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors and their estates, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Loan Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

**BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING BY THE DEBTORS, INCLUDING THE SUBMISSIONS OF DECLARATIONS AND THE REPRESENTATIONS OF COUNSEL, THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**[3]

A. *Petition Date*. On August 18, 2026 (the "***Petition Date***"), each of the Debtors filed a separate voluntary petition under chapter 11 of the Bankruptcy Code (the "***Petitions***") in the United States Bankruptcy Court for the District of Delaware (the "***Court***") commencing the Chapter 11 Cases. On August 20, 2026, this Court entered an order directing joint administration of the Chapter 11 Cases.

B. *Debtors in Possession*. The Debtors are continuing in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107

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

and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

C. *Jurisdiction and Venue*. This Court has jurisdiction, pursuant to 28 U.S.C. § 1334, over these proceedings and over the persons and property affected hereby. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief sought in the Motion and granted in this Interim Order are sections 105, 361, 362, 363, 364, 503, 506, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Local Rules 2002-1(b), 4001-2, and 9013-1(m).

D. *Committee Formation*. As of the date hereof, the United States Trustee for the District of Delaware (the "***U.S. Trustee***") has not appointed any committee, including an official committee of unsecured creditors, in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (to the extent appointed in the Chapter 11 Cases, the "***Committee***").

E. *Notice*. The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Notice was provided by or on behalf of the Debtors to (a) the U.S. Trustee, (b) those creditors holding the thirty (30) largest unsecured claims against the Debtors' estates (on a consolidated basis), (c) the Securities and Exchange Commission, (d) the Internal Revenue Service, (e) the United States Attorney's Office for the District of Delaware, (f) the state attorneys general for states in which the Debtors conduct business, (g) counsel to the DIP Agent and the Prepetition ABL Agent, (h) counsel to the Prepetition Term Loan Secured Parties (as defined herein), and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002, and therefore complied with Local Rule 9013-1(m).

F. *Debtors' Stipulations, Releases, and Acknowledgements.* In requesting the use of Cash Collateral, and in exchange for and as a material inducement to the Prepetition Secured Creditors consenting to the Debtors' access to and use of the Cash Collateral, and without prejudice to the rights of the parties-in-interest as set forth in paragraph 44 herein, the Debtors admit, stipulate, acknowledge, and agree, as follows (collectively, the admissions, stipulations, acknowledgements, and agreements set forth in this paragraph F, the "***Debtors' Stipulations***"):

(i) *Prepetition ABL Obligations*. The Borrower, certain of the other Debtors (in their respective capacities as guarantors of the Prepetition ABL Facility (as defined herein), collectively, the ***"Prepetition ABL Obligors***") and ACF FINCO I LP, as administrative agent and collateral agent (in such capacities, the ***"Prepetition ABL Agent***"), for its own benefit and the benefit of the lenders and letter of credit issuers from time to time party under the Prepetition ABL Facility (the "***Prepetition ABL Lenders***" and collectively with the Prepetition ABL Agent and the other Secured Parties (as defined in the Prepetition ABL Credit Agreement), collectively, the "***Prepetition ABL Secured Parties***"), are party to that certain ABL Credit Agreement dated as of November 5, 2021 (as amended, restated, amended and restated, supplemented, replaced, or otherwise modified from time to time, the ***"Prepetition ABL Credit Agreement***," and together with the Loan Documents (as defined therein), collectively, the "***Prepetition ABL Documents***," and the revolving facility thereunder, the "***Prepetition ABL Facility***"). Pursuant to the Prepetition ABL Documents, the Prepetition ABL Lenders provided revolving credit, certain banking products, and other financial accommodations to, and issued letters of credit for the account of, the Prepetition ABL Obligors (the "***Prepetition ABL Loans***"). Under the Prepetition ABL Documents, the Prepetition ABL Lenders provided the Prepetition ABL Obligors with, among other things, up to $120,000,000 in Aggregate Revolving Commitments (as defined in the

Prepetition ABL Credit Agreement). As of the Petition Date, there were approximately: (a) $43,079,675.97 in outstanding prepetition revolving loans ("***Prepetition Revolving Loans***") (as defined in the Prepetition ABL Credit Agreement); plus (b) other outstanding obligations under the Prepetition ABL Documents, including, without limitation, all accrued, accruing, and unpaid interest (including default rate interest), reimbursement obligations (contingent or otherwise) in respect of letters of credit, any fees, expenses, and disbursements (including, without limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees, and financial advisors' fees, and related expenses and disbursements, in each case, solely to the extent chargeable or reimbursable under the Prepetition ABL Credit Agreement), treasury, cash management, bank product and derivative obligations, indemnification obligations, guarantee obligations, and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, arising, due, owing, or chargeable in respect of any of the Prepetition ABL Obligors' obligations pursuant to, or secured by, the Prepetition ABL Documents, in each case payable pursuant to the terms and conditions of the Prepetition ABL Credit Agreement (collectively, the ***"Prepetition ABL Obligations***"). The Prepetition ABL Facility matures on December 31, 2028. The Prepetition ABL Obligations are secured by (i) first priority security interests in and liens on the ABL Priority Collateral (as defined in the Intercreditor Agreement (as defined below), the "***Prepetition ABL Priority Collateral***") pursuant to the terms of the Intercreditor Agreement, and (ii) junior security interests in and liens on the Term Loan Priority Collateral (as defined in the Intercreditor Agreement, the "***Prepetition Term Loan Priority Collateral***") pursuant to the terms of the Intercreditor Agreement (the Prepetition ABL Priority Collateral and the Prepetition Term Loan Priority Collateral, together, the

"***Prepetition Collateral***" and the immediately forgoing liens and security interests, the "***Prepetition ABL Liens***").

(ii) *Prepetition Term Loan Obligations*. The Borrower, certain of the other Debtors (in their respective capacities as guarantors of the Prepetition Term Loan Facility (as defined herein), collectively, the "***Prepetition Term Loan Obligors***"), Ares Capital Corporation, as administrative agent and collateral agent (in such capacities, the "***Prepetition Term Loan Agent***", and together with the Prepetition ABL Agent, the ***"Prepetition Agents***") for its own benefit and the benefit of the lenders from time to time party thereto (the "***Prepetition Term Loan Lenders***", collectively with the Prepetition Term Loan Agent, the ***"Prepetition Term Loan Secured Parties***" and, together with the Prepetition ABL Secured Parties, the "***Prepetition Secured Creditors***") are party to that certain Credit Agreement, dated as of November 5, 2021, among BFG Purchaser Parent, Inc., Bamboo Purchaser, Inc., and the other Loan Parties party thereto, (as amended, restated, amended and restated, supplemented, replaced, or otherwise modified from time to time prior to the filing of the Petitions, the ***"Prepetition Term Loan Credit Agreement***", and together with the other "Loan Documents" (as defined therein), the "***Prepetition Term Loan Documents***" (together with the Prepetition ABL Documents, the "***Prepetition Credit Documents***"), and the term loan facility thereunder, the "***Prepetition Term Loan Facility***" and, together with the Prepetition ABL Facility, the "***Prepetition Loan Facilities***"). As of the Petition Date, the Prepetition Term Loan Obligors were obligated under the Prepetition Term Loan Credit Agreement to the Prepetition Term Loan Lenders in the aggregate outstanding principal amount of not less than $299,456,012.99, consisting of Term Loans A (as defined in the Prepetition Term Loan Credit Agreement) in the aggregate outstanding principal amount of not less than $137,608,289.31 and Term Loans B (as defined in the Prepetition Term Loan Credit Agreement)

in the aggregate outstanding principal amount of not less than $161,847,723.68, plus all other "Obligations" (as defined in the Prepetition Term Loan Credit Agreement), including, without limitation, all accrued, accruing, and unpaid interest (including default rate interest), fees, costs, expenses, indemnity obligations and disbursements (including, without limitation, all attorneys' fees, accountants' fees, auditor fees, appraisers' fees, financial advisors' fees, and related fees, costs, expenses, and disbursements), in each case payable pursuant to the Prepetition Term Loan Documents, plus (b) all amounts allowable under section 506(b) of the Bankruptcy Code (the "***Prepetition Term Loan Obligations***" and, together with the Prepetition ABL Obligations, the "***Prepetition Secured Obligations***"). The Prepetition Term Loan Obligations are secured by (i) first priority security interests in and liens on the Prepetition Term Loan Priority Collateral pursuant to the terms of the Intercreditor Agreement, and (ii) second priority security interests in and liens on the Prepetition ABL Priority Collateral pursuant to the terms of the Intercreditor Agreement (the immediately forgoing liens and security interests, the "***Prepetition Term Loan Liens***" and, together with the Prepetition ABL Liens, the "***Prepetition Liens***").

(iii) Intercreditor Agreement. That certain Intercreditor Agreement, dated as of November 5, 2021, entered into by and among the Prepetition ABL Agent and the Prepetition Term Loan Agent, and acknowledged and agreed to by Holdings, the Borrower, and the other Loan Parties party thereto (as amended, restated, amended and restated, supplemented, replaced, or otherwise modified from time to time, the "***Intercreditor Agreement***") governs the respective priority rights of the Prepetition Secured Creditors' interests in and liens on the Prepetition Collateral as it concerns the Prepetition ABL Priority Collateral and the Prepetition Term Loan Priority Collateral, as applicable.

(iv) *Prepetition Obligations*. Subject to paragraph 44 herein, each of the Debtors acknowledges that the Prepetition Secured Obligations owing to the Prepetition Secured Creditors, (a) constitute legal, valid, binding and non-avoidable obligations of the Debtors and their applicable affiliates, enforceable against them in accordance with their terms, and (b) no portion of the Prepetition Secured Obligations owing to the Prepetition Secured Creditors is subject to avoidance, recharacterization, reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, disgorgement, impairment, recovery, subordination (equitable or otherwise), or any other challenges pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity, including in any Successor Cases.

(v) *Prepetition Liens*. Subject to paragraph 44 herein, the Debtors acknowledge that, as of the Petition Date, the Prepetition Liens granted to the Prepetition Secured Creditors (a) constitute legal, valid, binding, enforceable, non-avoidable, and properly perfected security interests in and liens on the Prepetition Collateral, and were granted to, or for the benefit of, the Prepetition Secured Creditors for fair consideration and reasonably equivalent value, (b) are not subject to defense, counterclaim, recharacterization, subordination, avoidance, or recovery pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity, and (c) are senior in priority over any and all other liens on the Prepetition Collateral; *provided* that the Prepetition Term Loan Liens may be subject to certain liens senior (solely to the extent any such liens were valid, non-avoidable, and senior in priority to the Prepetition Term Loan Liens as of the Petition Date and properly perfected prior to the Petition Date or perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or otherwise permitted by the Prepetition Term Loan Documents (the "***Prepetition Term Loan Permitted Liens***"); *provided* further that the Prepetition ABL Liens may be subject to certain liens

senior (solely to the extent any such liens were valid, non-avoidable, and senior in priority to the Prepetition ABL Liens as of the Petition Date and properly perfected prior to the Petition Date or perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code) or otherwise permitted by the Prepetition ABL Documents (the "***Prepetition ABL Permitted Liens***" and, together with the Prepetition Term Loan Permitted Liens, the "***Prepetition Permitted Liens***").

(vi) *No Challenges / Claims*. Subject to an investigation by a Committee, if one is appointed, permitted pursuant to paragraph 32 and 44 herein, the Debtors' estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action, and/or choses in action against any of the Prepetition Secured Creditors or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, disgorgement, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents. The Prepetition Secured Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code. Subject to paragraph 44 herein, the Debtors have waived, discharged, and released any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition Liens.

(vii) *Cash Collateral*. Except as otherwise provided in the Prepetition Credit Documents, all of the Debtors' cash, including, without limitation, the cash in their deposit

accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitutes Cash Collateral within the meaning of section 363(a) of the Bankruptcy Code and is Prepetition Collateral of the Prepetition Secured Creditors, subject to the Lien Priority Annex.

(viii) *No Control*. None of the DIP Agent, the DIP Lenders, the Prepetition ABL Agent, the Prepetition Term Loan Agent or the other Prepetition Secured Creditors, controls the Debtors or their operations, has authority to determine the manner in which any of the Debtors' operations are conducted or is a control person or "insider" (as defined in section 101(31) of the Bankruptcy Code) of the Debtors or any of their affiliates by virtue of any of the actions taken through the date of this Interim Order with respect to, in connection with, related to, or arising from this Interim Order, the DIP Facility, the DIP Loan Documents, the Prepetition Secured Obligations, and/or the Prepetition Credit Documents.[4]

(ix) *Release*. Effective as of the date of entry of this Interim Order and subject to the rights of all parties-in-interest hereunder (including with respect to a Challenge (as defined herein)), other than the Debtors, as set forth in paragraph 44 herein, each of the Debtors, on their own behalf and on behalf of each of their past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, and solely to the extent permitted under applicable law, hereby forever, unconditionally, permanently, and irrevocably releases, discharges, and acquits each of the following solely in their capacity as such: DIP Agent, the DIP Credit Parties, the Prepetition ABL Agent, the other Prepetition ABL Secured Parties, the Prepetition Term Loan Agent, the other Prepetition Term Loan Secured Parties, and each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors,

[4] Pamplona Equity Partners, L.P., the Debtors' principal equity investor, holds a minority position under the Prepetition Term Loan Facility.

financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future, advisors, sub-fund advisors, and collateral managers, and each of their respective heirs, predecessors, successors, and assigns, in each case solely in their capacity as such (collectively, the "***Released Parties***") of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, attorneys' fees), actions, suits, controversies, proceedings, losses, damages, injuries, debts, liens, actions, judgments, and causes of action of any and every nature whatsoever, whether arising in law or otherwise, and whether known or unknown, matured or contingent, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, pending, or threatened, arising under, in connection with, or relating to the DIP Obligations or DIP Loan Documents, the Prepetition Secured Obligations or the Prepetition Credit Documents, including, without limitation: (a) any so-called "lender liability" or equitable subordination claims or defenses; (b) Claims and causes of action arising under the Bankruptcy Code; and (c) any and all offsets, defenses, claims, counterclaims, set off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether arising at law or in equity, including any recharacterization, recoupment, subordination, avoidance, or other claim or cause of action arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state, federal, or foreign law, including, without limitation, any right to assert any disgorgement or recovery, in each case, with respect to the extent, amount, validity, enforceability, priority, security, and perfection of any of the DIP Obligations, the DIP Loan Documents, the DIP Liens, the Prepetition Secured Obligations, the Prepetition Credit Documents, or the Prepetition Liens, and further waive and release any defense, right of counterclaim, right of setoff, or deduction to the payment of the DIP Obligations and the

Prepetition Secured Obligations that the Debtors now have or may claim to have against the Released Parties, arising under, in connection with, based upon, or released to any and all acts, omissions, conduct undertaken, or events occurring prior to entry of this Interim Order. For the avoidance of doubt, nothing in this paragraph F(ix) shall relieve the DIP Agent, the other DIP Lenders, or the Debtors of their obligations hereunder or under the DIP Obligations.

G. *Findings Regarding the Postpetition Financing*.

(i) *Request for Postpetition Financing*. The Debtors seek authority on an interim basis to: (a) enter into, and access and use the liquidity provided under, the DIP Facility on the terms described herein and in the DIP Loan Documents; and (b) use Cash Collateral on the terms described herein to administer the Chapter 11 Cases and fund operations. For the avoidance of doubt, the Debtors shall apply the proceeds of the DIP Collateral and the Prepetition Collateral in accordance with the DIP Loan Documents, the Lien Priority Annex and paragraph 17 of this Interim Order, including, without limitation, upon entry of the Final Order, the exchange and conversion on a cashless basis of the remaining outstanding Prepetition ABL Obligations into DIP Obligations.

(ii) *Priming of Certain Prepetition Liens; Consent to Use of Cash Collateral*. For the avoidance of doubt, with respect to the Prepetition Term Loan Priority Collateral, the DIP Liens shall not prime, and shall instead be subject and subordinate to the Prepetition Term Loan Liens solely with respect to the Prepetition Term Loan Priority Collateral; *provided, however*, that the Prepetition Term Loan Liens shall in all cases be subject and subordinate to the Carve Out, subject to paragraph 31(j). The Prepetition ABL Secured Parties have consented to the use of the Cash Collateral and to the subordination of the Prepetition ABL Liens to the DIP Liens and the Carve Out on the terms and conditions set forth in this Interim Order.

(iii) *Immediate Need for Postpetition Financing and Use of Cash Collateral*. The Debtors' immediate need to use Cash Collateral and to obtain credit pursuant to the DIP Facility as provided for herein is necessary and critical in order to enable the Debtors to continue operations and to administer and preserve the value of their estates. The ability of the Debtors to finance their operations, to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, to protect the value of their assets, and to otherwise finance their operations requires the availability of working capital from the DIP Facility and the use of Cash Collateral. Without the ability to access the DIP Facility or use Cash Collateral, the Debtors, their estates, their creditors, their equity holders, and the possibility for a successful reorganization or sale of all or substantially all of the Debtors' assets, would suffer immediate and irreparable harm. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business without the DIP Facility and authorized use of Cash Collateral.

(iv) *DIP Roll-Up Loan.* Upon (i) entry of this Interim Order, without any further action by the Debtors or any other party, but subject to paragraph 44 herein, all cash, collections and proceeds of DIP Collateral (other than Prepetition Term Loan Priority Collateral) shall be used, on a dollar-for-dollar basis, to reduce the Prepetition Revolving Loans and result in a corresponding increase to availability under the DIP Facility (the "***Creeping Roll-Up***"), and (ii) entry of the Final Order granting such relief, but subject to paragraph 44 herein, all remaining outstanding Prepetition Revolving Loans shall automatically be deemed exchanged and converted on a cashless basis into and constitute DIP Obligations (the "***Full Roll-Up***" and, together with the Creeping Roll-Up, the "***DIP Roll-Up Obligations***"). All accrued and unpaid interest, expenses, fees, and other sums payable in respect of the outstanding Prepetition ABL Obligations through

the entry of the Final Order including any amounts not previously paid pursuant to this Interim Order shall be paid in cash by the Loan Parties to the Administrative Agent on the date of entry of the Final Order. The Prepetition ABL Secured Parties would not otherwise consent to the use of their Cash Collateral, and the DIP Agent and the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder, without the inclusion of (a) the Creeping Roll-Up, upon entry of this Interim Order, and (b) the Full Roll-Up, upon entry of the Final Order granting such relief. The DIP Roll-Up Obligations shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of the Prepetition ABL Lenders to fund amounts under the DIP Facility and not as adequate protection for, or otherwise on account of, any Prepetition ABL Obligations. All accrued interest, expenses, fees and other sums constituting Prepetition ABL Obligations owing to the Prepetition ABL Lenders shall be paid in cash on the Closing Date, and all Banking Services Obligations and Secured Hedging Obligations (each as defined in the Prepetition ABL Credit Agreement) shall be deemed DIP Obligations upon entry of this Interim Order.

(v) *No Credit Available on More Favorable Terms*. Given their current financial condition, financing arrangements, and capital structure, the Debtors are unable to obtain financing from sources other than the DIP Credit Parties on terms more favorable than the DIP Facility. The Debtors are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are unable to obtain adequate credit: (a) having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) secured by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a

postpetition basis is not otherwise available under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code without granting the DIP Agent, for the benefit of the DIP Credit Parties, in each case, subject to the terms of this Interim Order: (x) perfected security interests in and liens on (each as provided herein) all of the Debtors' existing and after-acquired assets with the priorities and to the extent set forth herein; (y) superpriority claims and priming liens to the extent set forth herein; and (z) the other protections set forth in this Interim Order, and without incurring the Adequate Protection Superpriority Claims and Adequate Protection Liens (each as defined herein) described herein.

(vi) *Adequacy of the Approved Budget*. As set forth in the DIP Loan Documents, the Debtors have prepared and delivered to the DIP Credit Parties, a budget, a summary copy of which is attached as **Exhibit 3** hereto (as the same may be modified from time to time consistent with the terms of the DIP Loan Documents and this Interim Order, and once approved by DIP Agent, the "***Approved Budget***"). As a condition to entry into the DIP Credit Agreement, the extensions of credit under the DIP Facility, and the authorization to use Cash Collateral, the DIP Credit Parties require, and the Debtors have agreed, that proceeds of the DIP Facility and the Cash Collateral shall be used in a manner consistent with the terms and conditions of the DIP Loan Documents and this Interim Order and in accordance with the Approved Budget (subject to Permitted Variances (as defined herein)).

(vii) *Certain Conditions to DIP Facility*. The DIP Lenders' willingness to make the DIP Loans is conditioned upon, among other things: (a) the Debtors obtaining Court approval to enter into the DIP Loan Documents and to incur all of the respective obligations thereunder, and to confer upon the DIP Credit Parties and the Prepetition ABL Secured Parties all applicable rights, powers, and remedies thereunder in each case as modified by this Interim Order; (b) the

provision and scope of adequate protection, as set forth herein, of the Prepetition ABL Secured Parties' interests in the Prepetition Collateral pursuant to sections 361, 363, and 364 of the Bankruptcy Code; and (c) the DIP Credit Parties being granted, as security for the prompt payment of the DIP Facility and all other obligations of the Debtors under the DIP Loan Documents, subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex, senior, first priority perfected security interests in and liens upon the DIP Collateral to the extent set forth herein.

H. *Prepetition ABL Lenders' Adequate Protection*. Until such time as the Prepetition ABL Obligations are Paid in Full,[5] the Prepetition ABL Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code and as set forth in paragraph 12 of this Interim Order resulting from, among other things: (i) provisions of this Interim Order granting the DIP Liens; (ii) the use of the Cash Collateral; (iii) the use, sale,

[5] "Paid in Full" or "Payment in Full" means the indefeasible repayment in full in cash of all obligations (including principal, accrued and unpaid interest and fees, reimbursable expenses and indemnities, other than contingent indemnification obligations for which no claim has been asserted and threatened, and all other amounts due and owing by the Debtors) under the applicable credit facility and this Interim Order, the cash collateralization or repayment in full in cash of all treasury and cash management obligations, hedging obligations, and bank product obligations, and the cancelation, replacement, backing, or cash collateralization of letters of credit, in each case, in accordance with the terms of the applicable facility and that each of the Prepetition ABL Agent, Prepetition ABL Lenders, Prepetition Term Loan Agent, Prepetition Term Loan Secured Parties, DIP Agent and DIP Lenders, as the case may be, shall have received a release from each Debtor and any Committee of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities (including, without limitation any obligations or liabilities of any kind related to the Carve Out upon payment in full of the Prepetition ABL Obligations, the Prepetition Term Loan Obligations or DIP Obligations) in form and substance acceptable to the Prepetition ABL Agent, the Prepetition Term Loan Agent the Prepetition Term Loan Secured Parties, or the DIP Agent, as applicable or in the case of the Committee, instead of such release, (A) if the Challenge Deadline (as defined in this Interim Order) has not elapsed, a written notice or other confirmation that no Challenge or any other claims of any kind (including with respect to the Carve Out upon payment in full of the Prepetition ABL Obligations, Prepetition Term Loan Obligations or DIP Obligations) will be asserted or (B) if the Challenge Deadline has elapsed, then no Challenge or any other claim has been asserted or any Challenge or other claim asserted has been dismissed pursuant to a final, non-appealable order of a court of competent jurisdiction and a written notice or other confirmation that no claim of any kind with respect to the Carve Out will be asserted against the Prepetition ABL Agent, any Prepetition ABL Secured Party, the Prepetition Term Loan Agent, any Prepetition Term Loan Secured Party, the DIP Agent or any DIP Lender.

lease, or depreciation or other Diminution in Value of the Prepetition Collateral; and/or (iv) the imposition of the automatic stay under the Bankruptcy Code, subject in each case to the Carve Out and the relative priorities set forth on the Lien Priority Annex. The terms of the adequate protection being provided reflect the Debtors' prudent exercise of business judgment and constitute a reasonable compromise for the use of the Prepetition ABL Priority Collateral, including Cash Collateral.

I. *Prepetition Term Loan Secured Parties' Adequate Protection*. Until such time as the Prepetition Term Loan Obligations are Paid in Full, the Prepetition Term Loan Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code and as set forth in paragraph 12 of this Interim Order resulting from, among other things: the (i) provisions of this Interim Order granting the DIP Liens; (ii) use, sale, lease, or depreciation or other Diminution in Value of the Prepetition Collateral; and/or (iii) the imposition of the automatic stay under the Bankruptcy Code, subject in each case to the Carve Out and the relative priorities set forth on the Lien Priority Annex. The terms of the adequate protection being provided reflect the Debtors' prudent exercise of business judgment and constitute a reasonable compromise for the use of the Prepetition Term Loan Priority Collateral as provided herein.

J. *Sections 506(c) and 552(b)*. The Debtors have agreed as a condition to obtaining financing under the DIP Facility and the use of Cash Collateral that as a material inducement to the DIP Credit Parties' agreement to provide the DIP Facility and the Prepetition ABL Secured Parties' consent to the use of Cash Collateral, and in exchange for: (a) the DIP Credit Parties' willingness to provide the DIP Facility to the extent set forth herein; (b) the DIP Credit Parties' and the Prepetition ABL Secured Parties' agreement to subordinate the DIP Liens and the

Prepetition ABL Liens, respectively, to the Carve Out; and (c) the consensual use of Cash Collateral consistent with the Approved Budget (subject to Permitted Variances), the terms of the DIP Loan Documents, and the terms of this Interim Order, subject to and upon entry of the Final Order, each of the DIP Credit Parties and Prepetition ABL Secured Parties shall receive a waiver of any equities of the case exceptions or claims under section 552(b) of the Bankruptcy Code and a waiver of unjust enrichment and similar equitable relief as set forth below; and the DIP Credit Parties and Prepetition ABL Secured Parties shall receive a waiver of the provisions of section 506(c) of the Bankruptcy Code.

K. *Good Faith of the DIP Credit Parties*.

(i) *Willingness to Provide Financing*. Each of the DIP Lenders has indicated a willingness to provide financing to the Debtors subject to: (a) on an interim basis, the entry by this Court of this Interim Order, and on a final basis, the entry by this Court of a Final Order; (b) approval by this Court of the terms and conditions of the DIP Facility and the DIP Loan Documents; and (c) entry of findings by this Court that such financing is essential to the Debtors' estates, that each of the DIP Credit Parties is extending credit to the Debtors pursuant to the DIP Loan Documents in good faith, and that each of the DIP Credit Parties' claims, superpriority claims, security interests, liens, rights, and other protections granted pursuant to this Interim Order and the DIP Loan Documents will have the protections provided in section 364(e) of the Bankruptcy Code.

(ii) *Business Judgment and Good Faith Pursuant to Section 364(e)*. The terms and conditions of this Interim Order, the DIP Loan Documents, the extension of credit and the fees paid and to be paid thereunder: (a) are fair, reasonable, and the best available to the Debtors under the circumstances; (b) reflect the Debtors' exercise of prudent and sound business

judgment; and (c) are supported by reasonably equivalent value and consideration. The DIP Facility and the use of Cash Collateral were negotiated in good faith and at arm's length among the Debtors and the DIP Credit Parties and the Prepetition ABL Secured Parties. The use of Cash Collateral and credit to be extended under the DIP Loan Documents shall be deemed to have been so allowed, advanced, made, used, and extended in good faith, and for valid business purposes and uses, within the meaning of section 364(e) of the Bankruptcy Code, and each of the DIP Credit Parties is therefore entitled to the protection and benefits of section 364(e) of the Bankruptcy Code and this Interim Order in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise. The DIP Credit Parties and Prepetition ABL Secured Parties have acted in good faith in connection with this Interim Order and their reliance on this Interim Order is in good faith.

L. *Prepetition Permitted Liens*. Nothing herein shall constitute a finding or ruling by this Court that any alleged Prepetition Permitted Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to, the Debtors, the DIP Credit Parties, the Prepetition Secured Creditors or the Committee (if any), to challenge the validity, priority, enforceability, seniority, perfection, or extent of any alleged Prepetition Permitted Lien and/or security interests. Subject to entry of the Final Order granting such relief, the right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Prepetition Permitted Lien and is expressly subject to the Prepetition Liens and the DIP Liens.

M. *Good Cause*. Good cause has been shown for the entry of this Interim Order. The relief requested in the Motion is necessary, essential, and appropriate and is in the best interest of and will benefit the Debtors, their creditors, and their estates, as its implementation will, among

other things, provide the Debtors with the necessary liquidity to: (a) minimize disruption to the Debtors' businesses and on-going operations; (b) preserve and maximize the value of the Debtors' estates for the benefit of all the Debtors' creditors; and (c) avoid immediate and irreparable harm to the Debtors, their creditors, their businesses, their employees, and their assets. The terms of the DIP Facility are fair and reasonable, reflect each Debtor's exercise of its business judgment, and are supported by reasonably equivalent value and fair consideration. The DIP Facility is the product of reasonable, arm's-length, good faith negotiations between the Debtors and the DIP Credit Parties.

N. *Immediate Entry*. Good and sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2).

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

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT**:

1. Motion Granted; Interim Financing Approved. The Motion is granted on an interim basis, the Interim Financing is authorized on an interim basis, and the use of Cash Collateral on an interim basis is authorized, solely to the extent of the terms and conditions set forth in this Interim Order.

2. Objections Overruled. All objections, reservations of rights, or other statements with respect to the Interim Financing and/or entry of this Interim Order to the extent not withdrawn or resolved are hereby overruled on the merits.

**DIP Facility Authorization**

3. Authorization of the DIP Financing and DIP Loan Documents. The Debtors are expressly and immediately authorized and empowered to: (a) execute and deliver the DIP Loan

Documents; (b) incur and to perform the DIP Obligations (including the Creeping Roll-Up)[6] in accordance with, and subject to, the terms of this Interim Order and the DIP Loan Documents (including the Approved Budget); and (c) deliver all instruments, agreements, certificates, letters, and documents that may be necessary, desirable, or required for performance by the Debtors under the DIP Facility and the creation and perfection of the DIP Liens described in and provided for by this Interim Order and the DIP Loan Documents. The Debtors are hereby authorized to pay the principal, interest, fees, expenses and other amounts described in the DIP Loan Documents as such become due on the terms set forth in the DIP Loan Documents and without need to obtain further Court approval, including, without limitation, commitment fees, exit fees, collateral management fees, any additional fees and other amounts set forth in the DIP Loan Documents, and the reasonable and documented fees and disbursements of the DIP Credit Parties' attorneys, advisers, accountants, and other consultants, all to the extent required by the DIP Loan Documents, with invoices to be provided in accordance with paragraph 25 below. Upon execution and delivery, the DIP Loan Documents shall represent valid and binding, and joint and several, obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with the terms of the DIP Loan Documents. The Debtors are also hereby authorized, by this Interim Order, to make the Adequate Protection Payments. Without any further action by the Debtors or any other party, but subject to any Challenge (as defined herein) and an appropriate remedy fashioned by this Court in the event of a successful Challenge, the Debtors shall be authorized and deemed to have repaid and refinanced (i) the Prepetition ABL Obligations with proceeds of the Creeping Roll-Up, as applicable and (ii) upon entry of the Final Order, all additional outstanding Prepetition ABL Obligations with the Full Roll-Up.

[6] The Full Roll-Up remains subject to entry of the Final Order.

4. Authorization to Borrow. Until a Termination Declaration Date (as defined herein), and subject to the terms and conditions set forth in the DIP Loan Documents, the DIP Facility, and this Interim Order, and in order to prevent immediate and irreparable harm to the Debtors' estates, the Debtors are hereby authorized, prior to the entry of the Final Order, to request extensions of credit under the DIP Facility up to an aggregate principal amount of $22 million at any one time outstanding. No other corporate action is required for the Debtors to execute and deliver the DIP Loan Documents, perform their obligations thereunder, or request any extension of credit under the DIP Facility as set forth herein.

5. DIP Obligations. The DIP Loan Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which DIP Obligations shall be enforceable against the Debtors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases (collectively, "***Successor Cases***"). Upon entry of this Interim Order, the DIP Obligations shall include all loans (for the avoidance of doubt, the DIP Roll-Up Loan shall be included upon entry of the Final Order), and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to any of the DIP Credit Parties under the DIP Loan Documents or this Interim Order, including, without limitation, all principal, accrued interest, costs, fees, expenses, and other amounts owed pursuant to the DIP Loan Documents, and shall be joint and several obligations of the Debtors in all respects; *provided* that the DIP Roll-Up Loan shall be subject to paragraph 44 hereof, and the challenge rights granted thereunder. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Loan Documents or this Interim Order shall be stayed, restrained,

voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d) of the Bankruptcy Code), or be subject to any defense, reduction, setoff, recoupment, or counterclaim.

6. Postpetition Liens and Collateral.

(a) Effective immediately upon the entry of this Interim Order, pursuant to sections 364(c)(3) and 364(d) of the Bankruptcy Code, the DIP Agent (for the benefit of itself and the other DIP Lenders under and as described in the DIP Loan Documents) is hereby granted, continuing valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens, (collectively, the "***DIP Liens***") on all tangible and intangible prepetition and postpetition assets and real property of the DIP Loan Parties, whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof including, without limitation, the following (the "***DIP Collateral***"):

(i) all Accounts;[7]

(ii) all Goods, including Equipment, Inventory and Fixtures;

(iii) all Documents, Instruments and Chattel Paper;

(iv) all Letters of Credit and Letter-of-Credit Rights;

(v) all Securities Collateral;

(vi) all Investment Property;

(vii) all Intellectual Property Assets;

(viii) all Commercial Tort Claims;

[7] All defined terms in the description of DIP Collateral shall have the meaning ascribed thereto in the DIP Loan Documents. All terms not specifically defined in the DIP Loan Documents shall have the meanings ascribed to such terms in Article 8 or 9 of the Uniform Commercial Code, as applicable.

(ix) all General Intangibles (including, without limitation, all Payment Intangibles);

(x) all Deposit Accounts, money, cash, and cash equivalents;

(xi) all Supporting Obligations;

(xii) all money, cash or cash equivalents;

(xiii) all credit balances, deposits and other property now or hereafter held or received by or in transit to the DIP Agent or at any other depository or other institution from or for the account of the DIP Loan Parties, whether for safekeeping, pledge, custody, transmission, collection or otherwise;

(xiv) all real property, and all right, title, and interests therein (including both fee and leasehold interests) and proceeds thereof;

(xv) the Prepetition Collateral;

(xvi) all claims and causes of action and the proceeds thereof to avoid a transfer of property (or an interest in property) pursuant to Section 549 of the Bankruptcy Code;

(xvii) subject to and effective upon the entry of the Final Order granting such relief, all other claims and causes of action, and any proceeds thereof, to avoid a transfer of property (or an interest in property) or an obligation incurred by the DIP Loan Parties pursuant to any applicable section of the Bankruptcy Code, including, without limitation, chapter 5 and section 724(a) of the Bankruptcy Code (collectively, the "***Avoidance Actions***" and any proceeds therefrom "***Avoidance Proceeds***");

(xviii) subject to and effective upon the entry of the Final Order granting such relief, the DIP Loan Parties' rights under Sections 506(c) and 552 of the Bankruptcy Code;

(xix) to the extent not otherwise described above, all receivables and all present and future claims, rights, interests, assets and properties recovered by or on behalf of the DIP Loan Parties;

(xx) all books, records, and information relating to any of the foregoing and/or to the operation of the DIP Loan Parties' business, and all rights of access to such books, records, and information, and all property in which such books, records and information are stored, recorded and maintained; and

(xxi) to the extent not otherwise included or specifically excluded, all other personal property of the DIP Loan Parties, whether tangible or intangible and all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the DIP Loan Parties from time to time with respect to any of the foregoing.

(b) Notwithstanding anything in this Interim Order or the DIP Loan Documents to the contrary, in no event shall DIP Collateral include: (a) any leasehold interest in non-residential real property that prohibits or restricts the granting of liens thereon (except as permitted pursuant to applicable non-bankruptcy law), but shall include the proceeds of the sale or other disposition of such leases; and (b) any security deposits held by a landlord under any non-residential real property lease or the Debtors' interest in any pre-paid rent under any such lease (but shall include the Debtors' reversionary interests therein), in each case, unless such lien is expressly permitted under such lease.

7. DIP Lien Priority in DIP Collateral.

(a) *DIP Liens*. Pursuant to Section 364(d), the DIP Liens on the DIP Collateral securing the DIP Obligations shall be first and senior in priority to all other interests and liens of every kind, nature, and description, whether created consensually, by an order of this Court or otherwise, including, without limitation, liens or security interests granted in favor of third parties in conjunction with sections 363, 364, or any other section of the Bankruptcy Code or applicable law; *provided, however*, that the DIP Liens on the DIP Collateral shall be subordinate to the Prepetition Permitted Liens and subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex.

(b) Other than as set forth herein, the DIP Liens, the DIP Superpriority Claims, the Carve Out, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims (each of which shall be subject to the relative priorities set forth on the Lien Priority Annex): (i) shall not be made subject to or *pari passu* with (A) any lien, security interest, or claim heretofore or hereinafter granted in any of the Chapter 11 Cases or any Successor Cases or any claim for reclamation or return (whether asserted pursuant to section 546(c) of the Bankruptcy Code or otherwise), and shall be valid and enforceable against the Debtors, their estates, any trustee, or any other estate representative appointed or elected in the Chapter 11 Cases or any Successor Cases and/or upon the dismissal of any of the Chapter 11 Cases or any Successor Cases, (B) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise, and (C) any intercompany or affiliate lien or claim; and (ii) shall not be subject to challenge under sections 510, 549, 550, or 551 of the Bankruptcy Code; *provided* that the DIP Roll-Up Loan shall be subject to paragraph 44 hereof, and the challenge rights granted thereunder.

8. DIP Superpriority Claims.

(a) *DIP Superpriority Claim*. Subject to the Carve Out on account of all DIP Obligations now existing or hereafter arising pursuant to this Interim Order, the DIP Loan Documents, or otherwise, the DIP Agent (for the benefit of itself and the other DIP Lenders) is hereby granted to the maximum extent permitted pursuant to sections 364(c)(1), 503, and 507 of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Chapter 11 Cases and any Successor Cases (collectively, the "***DIP Superpriority Claim***") for all DIP Obligations; *provided* that the DIP Roll-Up Loan shall be subject to paragraph 44 hereof, and the challenge rights granted thereunder. Subject to paragraph 8(b) of this Interim Order, the Carve Out, the Lien Priority Annex, and Prepetition Permitted Liens, the DIP Superpriority Claim shall have, to the fullest extent permitted under the Bankruptcy Code, priority over any and all other obligations, liabilities, and indebtedness of each Debtor, whether now in existence or hereafter incurred by such Debtor including without limitation administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c) (upon entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, and 1114 of the Bankruptcy Code.

(b) *Priority of DIP Superpriority Claim.* The DIP Superpriority Claim, subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex, shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including subject to entry of the Final Order granting such relief, Avoidance Proceeds.

9. No Obligation to Extend Credit. Except as may be required to fund the Professional Fee Escrow Account (as defined herein) or as otherwise required under this Interim Order, no DIP Credit Party shall have any obligation to make any loan or advance under the DIP Loan Documents unless all of the conditions precedent to the making of such extension of credit

under the applicable DIP Loan Documents and this Interim Order have been satisfied in full or waived in accordance with the DIP Loan Documents.

10. Use of Proceeds of the DIP Facility. The DIP Loans shall be made available to the Debtors: (a) on the Closing Date (as defined in the DIP Credit Agreement) to pay the fees, costs and expenses incurred in connection with the transactions contemplated hereby; and (b) on and/or after the Closing Date (i) to repay the Prepetition ABL Obligations pursuant to the Creeping Roll-Up and, subject to entry of the Final order, the Full Roll-Up, (ii) for the Debtors' working capital requirements in accordance with the provisions governing the Approved Budget (including the Permitted Variances) set forth herein and in the DIP Credit Agreement, (iii) to fund the costs, fees, and expenses in connection with administration of the Chapter 11 Cases in accordance with the provisions governing the Approved Budget (including the Permitted Variances) set forth herein and in the DIP Credit Agreement, (iv) payment of all reasonable and documented out of pocket costs, fees, and expenses required by the DIP Loan Documents, (v) payment of Court approved prepetition liabilities of the DIP Loan Parties in accordance with the provisions governing the Approved Budget (including the Permitted Variances) set forth herein and in the DIP Credit Agreement, (vi) to fund the Professional Fee Escrow Account and obligations benefitting from the Carve Out, and (vii) to fund such other costs and expenses of the Debtors and their estates as the DIP Agent may approve in writing, in its sole discretion, as to both the amount thereof and the permitted uses thereof, in each case of (a) and (b) above, in accordance with the terms of the DIP Loan Documents. For the avoidance of doubt, until such time as the DIP Obligations and the Prepetition ABL Obligations have been Paid in Full, except as may be otherwise agreed by the DIP Agent, any fees or disbursements of any Case Professional (which shall not include, for the avoidance of doubt, those payments authorized or required

pursuant to paragraphs 12(b), 25 and 26 of this Interim Order) shall be paid solely from the Professional Fee Escrow Account (including, to the extent applicable, the Case Professional Carve Out Limit funded into the Professional Fee Escrow Account following delivery of a Carve Out Trigger Notice (as each term is defined herein)) and any retainer held by a Case Professional, as applicable.

**Authorization to Use Cash Collateral**

11. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order and the DIP Loan Documents, and in compliance with the Approved Budget (subject to Permitted Variances), the Debtors are authorized to use Cash Collateral only in accordance with the Approved Budget (subject to Permitted Variances) until such time that the DIP Credit Parties or the Prepetition ABL Secured Parties terminate the Debtors' use of Cash Collateral as provided herein; *provided* that the Adequate Protection Payments, as applicable, and other forms of adequate protection set forth herein are paid and maintained; *provided further* that nothing herein shall impede the Debtors' ability and entitlement to fund the Carve Out as provided in paragraph 31 hereof; *provided further* that during the Remedies Notice Period (as defined herein), the Debtors may use Cash Collateral solely to fund the Carve Out in accordance with, and subject to, the terms of this Interim Order and the Approved Budget, and (i) pay payroll (provided that the Debtors shall be prohibited from paying any severance or bonuses), (ii) U.S. Trustee fees and fees payable to the Clerk of the Court, and (iii) subject to the consent of the DIP Agent in its reasonable discretion (such consent not to be unreasonably withheld), other day-to-day operational expenses that are critical to the administration of the Debtors' estates during the Remedies Notice Period (not to exceed the Approved Budget under any circumstances absent the written consent of the DIP Agent and, solely if the proposed payment relates to the Prepetition Term Loan Priority Collateral, the written consent of the Prepetition Term Loan Agent). All fees

and costs incurred by the Debtors in connection with any Remedies Determination (including the fees and costs of its professionals) shall be funded solely by the Carve Out.

**Adequate Protection Provisions**

12. As adequate protection for the interest of the Prepetition Secured Creditors in the Prepetition Collateral (including Cash Collateral) on account of the granting of, among other things, the DIP Liens, the incurrence of the DIP Obligations, the subordination, as applicable, of the Prepetition Liens to the Carve Out, the Debtors' use of Cash Collateral, and any other diminution in value arising out of the imposition of the automatic stay or the Debtors' use, sale, lease, depreciation, or disposition of the Prepetition Collateral and Cash Collateral during the pendency of the Chapter 11 Cases (collectively, "***Diminution in Value***"), the Prepetition Secured Creditors shall receive adequate protection as follows:

(a) *Adequate Protection Liens*. To the extent of any Diminution in Value, each of the Prepetition ABL Agent and Prepetition Term Loan Agent (for the benefit of itself and the other Prepetition Secured Creditors, as applicable) are hereby granted, pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, valid, binding, enforceable, non-avoidable and perfected replacement and additional postpetition security interests in, and liens on the DIP Collateral (the "***Adequate Protection Liens***"), which shall each be (x) subject to the Carve Out and the relative priorities as and to the extent set forth on the Lien Priority Annex and (y) subordinate to the Prepetition Permitted Liens, as applicable. The Adequate Protection Liens granted to the Prepetition ABL Agent (on behalf of the Prepetition ABL Lenders) shall secure the Prepetition ABL Obligations and the Adequate Protection Liens granted to the Prepetition Term Loan Agent (on behalf of the Prepetition Term Loan Lenders) shall secure the Prepetition Term Loan Obligations.

(i) The Adequate Protection Liens shall be: (A) deemed to be valid, binding, non-avoidable, enforceable, and fully perfected as of the Petition Date; and (B) in all instances, subject to the Carve Out and the relative priorities as and to the extent set forth on the Lien Priority Annex. Other than as set forth herein, until all of the Prepetition Secured Obligations are Paid in Full, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases. The Adequate Protection Liens shall be valid and enforceable against any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code (or in any other Successor Cases), and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The Adequate Protection Liens shall not be subject to Bankruptcy Code sections 506(c) (upon entry of the Final Order), 510, 549, or 550. No lien or interest avoided and preserved for the benefit of any Debtor's estate pursuant to Bankruptcy Code section 551 shall be made *pari passu* with or senior to the Adequate Protection Liens.

(ii) *Priority of Adequate Protection Liens*. The Adequate Protection Liens shall be payable from and have recourse to all DIP Collateral, subject to the Carve Out and the relative priorities as and to the extent set forth on the Lien Priority Annex.

(b) *Adequate Protection Payments.*

(i) Until the Prepetition ABL Obligations have been Paid in Full, all claims (including principal, interest at the default rate of interest specified in Section 2.12(c) of the Prepetition ABL Credit Agreement, and letter of credit fees, costs and other charges) arising from or related to the Prepetition ABL Obligations shall continue to accrue and be paid in cash at the default rate of interest specified in Section 2.12(c) of the Prepetition ABL Credit Agreement

monthly in arrears on the first Business Day of each calendar month, commencing with the first such date to occur after entry of this Interim Order (the "***ABL Lender Payments***").

(ii) Until the Prepetition Term Loan Obligations have been Paid in Full, all claims (including principal, interest at the default rate and letter of credit fees, costs and other charges) arising from or related to the Prepetition Term Loan Obligations shall continue to accrue interest at the applicable rate as provided for in the Prepetition Term Loan Documents through the Chapter 11 Cases.

(iii) The Prepetition ABL Agent (including any successor thereto) shall further be entitled to the payment of all reasonable and documented fees, costs, expenses and charges of the Prepetition ABL Agent, to the extent payable under the Prepetition ABL Credit Agreement (the "***ABL Fees and Expenses***") and the Prepetition Term Loan Agent (including any successor thereto) shall further be entitled to the payment of all reasonable and documented fees, costs, expenses and charges of the Prepetition Term Loan Agent, to the extent payable under the Prepetition Term Loan Credit Agreement and solely from, and to the extent of, funds in the Term Loan Reserve (as defined herein), until Payment in Full of the DIP Obligations and Prepetition ABL Obligations and thereafter without limitation (the "***Term Loan Fees and Expenses***", and together with ABL Fees and Expenses and the ABL Lender Payments collectively, the "***Adequate Protection Payments***"); *provided, however*, that notwithstanding the foregoing, the out-of-pocket expenses incurred by the Prepetition ABL Agent prior to and unpaid as of the Closing Date shall be paid indefeasibly upon the occurrence of the Closing Date without the Prepetition ABL Agent (or their counsel or other professionals) being required to deliver an invoice in summary form as set forth herein. For all ABL Fees and Expenses and Term Loan Fees and Expenses incurred after the Closing Date, counsel and/or professionals to the Prepetition Agents shall each deliver

an invoice in summary form, which shall not be required to include time entry detail, but shall include a general description of the nature of the matters for which services were performed, and may be redacted for privileged information; *provided*, *however*, that the Debtors, the U.S. Trustee and any Committee reserve their rights to request additional detail regarding the services rendered and expenses incurred by such professionals to counsel to the Debtors, the U.S. Trustee, and any Committee. If no written objection is received on the date that is ten (10) days after delivery of such invoice to counsel to the Debtors, the U.S. Trustee, and any Committee, the Debtors shall promptly pay such fees and expenses in full. If an objection to the applicable Prepetition Agent's invoice is timely received, the Debtors shall promptly pay the undisputed amount of the invoice, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. None of the Adequate Protection Payments shall be subject to further approval by this Court or the U.S. Trustee guidelines, and counsel and/or professionals to the Prepetition Agents shall not be required to file applications or motions with this Court for the payment of any of its fees or out-of-pocket expenses (other than with respect to disputed amounts). Payments of any amounts set forth in this paragraph are not subject to avoidance, subordination, or disgorgement. For the avoidance of doubt, the Adequate Protection Payments shall be subject to paragraph 44 hereof, and the challenge rights granted thereunder.

(c) *Adequate Protection Superpriority Claims.*

(i) *Superpriority Claims of the Prepetition Agents*. As further adequate protection of the interests of the Prepetition Agents and the other Prepetition Secured Creditors with respect to the Prepetition Secured Obligations, the Prepetition ABL Agent and Prepetition Term Loan Agent (for the benefit of itself and the other Prepetition Secured Creditors,

as applicable) is hereby granted an allowed administrative claim against the Debtors' estates to the maximum extent permitted under section 503 of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtors and their estates of any kind or nature whatsoever, subject to the Carve Out and the relative priorities as and to the extent set forth on the Lien Priority Annex, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order granting such relief), 507(a), 507(b), 546(c), 726, 1113, and 1114 of the Bankruptcy Code, as provided for by section 507(b) of the Bankruptcy Code (the "***Adequate Protection Superpriority Claims***"), to the extent that the Adequate Protection Liens do not adequately protect against any Diminution in Value of the Prepetition Agents' respective interests in the Prepetition Collateral.

(ii) *Priority of Adequate Protection Superpriority Claims*. The Adequate Protection Superpriority Claims, subject to the Carve Out and the relative priorities as and to the extent set forth on the Lien Priority Annex, shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including subject to entry of the Final Order granting such relief, Avoidance Proceeds.

(d) *Reservations of Rights*. Subject only to the Carve Out, the relative priorities set forth on the Lien Priority Annex, and the Prepetition Permitted Liens, nothing contained herein shall impair or modify the Prepetition Secured Creditors' rights under section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Creditors in this Interim Order is insufficient to compensate for the Diminution in Value of the interest of the Prepetition Secured Creditors in the Prepetition Collateral during the Chapter 11 Cases or any Successor Cases. Nothing contained in this Interim

Order shall be construed as an admission as to the extent of any Diminution in Value, if any, in the interest of any Prepetition Secured Creditors in the Prepetition Collateral and nothing shall impair or modify the rights of any party to contest any assertion of Diminution in Value or contest any request for additional adequate protection.

**Provisions Common to DIP Financing and Use of Cash Collateral Authorizations**

13. Amendments. The DIP Loan Documents may from time to time be amended, restated, amended and restated, supplemented, or otherwise modified, in each case in accordance with the provisions of the DIP Loan Documents governing amendments thereto, by the parties thereto, each without further application to or order of this Court; *provided*, that any amendment to the DIP Credit Agreement: that (a) shortens or lengthens the maturity of the extensions of credit thereunder; (b) increases or decreases the aggregate commitments thereunder; or (c) increases the rate of interest payable with respect thereto (each, a "***Material DIP Amendment***"), shall be (a) provided (which may be by electronic mail) to the U.S. Trustee, the Prepetition Agents and any Committee, which shall have five (5) days from the date of receipt of such notice within which to object, in writing to the Material DIP Amendment and (b) filed with the Court for approval, it being understood that, among other things, (i) waivers for the benefit of the Debtors and extensions of Chapter 11 Case Milestones and similar deadlines, (ii) waivers for the benefit of the Debtors regarding Approved Budget testing, or any modifications, amendments, or updates to the Approved Budget made in accordance with paragraph 14 of this Interim Order and the DIP Loan Documents, shall not be considered "material" for purposes hereof, and may become immediately effective. If the U.S. Trustee, Prepetition Agent(s) or any Committee timely objects to the Material DIP Amendment, the Material DIP Amendment shall only be permitted pursuant to an order of this Court. The foregoing shall be without prejudice to the Debtors' right to seek approval from this Court of a Material DIP Amendment on an expedited basis.

14. Approved Budget, Testing, and Permitted Variances.

(a) *Approved Budget.* The Approved Budget and any modification to, or amendment or update of, the Approved Budget shall be in form and substance satisfactory to the DIP Agent in its sole discretion and modified or amended in accordance with the DIP Loan Documents. The Approved Budget shall be updated, modified or supplemented by the Debtors in accordance with the DIP Credit Agreement and this Interim Order, but in any event the budget shall be updated from time to time upon the written request of the Administrative Agent and otherwise every two weeks; *provided* that, on or before the fourth Business Day of the first week (but in any event not later than Friday of such week) of each successive two-week period following the Closing Date (*i.e.*, commencing with the week of August 30, 2026), the Borrowers shall submit an updated budget for the next successive thirteen-week period (it being understood that, unless otherwise agreed by the DIP Agent, each updated budget shall only add projections for periods not previously covered by any Approved Budget and shall not modify any prior periods). Each such updated, modified or supplemented budget shall be in form and substance satisfactory to the DIP Agent in its sole discretion, and no such updated, modified or supplemented budget shall be effective until so approved and once approved shall be deemed the Approved Budget; *provided, however*, that, in the event that the DIP Agent and the Debtors cannot agree as to a new Approved Budget, such disagreement shall give rise to an Event of Default under the DIP Credit Agreement once the period covered by the most recent Approved Budget has terminated.

(b) *Permitted Variances*. The Debtors shall comply with the Approved Budget subject to the permitted variances set out in the DIP Credit Agreement (as amended from time to time as provided herein, the "***Permitted Variances***").

(c) *Approved Budget Testing*. Permitted Variances shall be reported by the Debtors on the Wednesday following the last Saturday of each completed week. For the avoidance of doubt, the testing of covenant compliance shall begin on the first full calendar week following the Petition Date. The Debtors shall prepare a variance report, and deliver such variance report to the DIP Agent, the Prepetition ABL Agent, the Prepetition Term Loan Agent and their advisors in accordance with the requirements set out in the DIP Credit Agreement.

15. Modification of Automatic Stay. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to permit: (a) the Debtors to grant the DIP Liens, the Adequate Protection Liens, the DIP Superpriority Claims, and the Adequate Protection Superpriority Claims; (b) the Debtors to incur all liabilities and obligations to the DIP Agent as contemplated under the DIP Loan Documents; and (c) the Debtors to pay, and the DIP Credit Parties and Prepetition Secured Creditors to retain and apply, all amounts referred to, required under, and in accordance with the terms of this Interim Order and the DIP Loan Documents.

16. Perfection of DIP Liens and Adequate Protection Liens.

(a) This Interim Order shall be sufficient and conclusive evidence of the priority, perfection, and validity of the DIP Liens, the Adequate Protection Liens, and the other security interests granted herein, effective as of the Petition Date, without any further act and without regard to any other federal, state, or local requirements or law requiring notice, execution, filing, registration, recording, or possession of the DIP Collateral, or other act to validate or perfect such security interest or lien, including, without limitation: (i) entering into any control agreements with any financial institution(s) party to a control agreement or other depository

account consisting of DIP Collateral; (ii) any requirement to register liens on any certificates of title; (iii) the filing of any financing statements; (iv) the filing of any intellectual property filings; (v) entering into any mortgages; (vi) noticing any liens; and/or (vii) the taking of any similar actions (each of the foregoing (i)-(vii) a "***Perfection Act***"). Notwithstanding the foregoing, if the DIP Agent or any Prepetition Agent, as applicable, shall, in its sole discretion, elect for any reason to file, record, or otherwise effectuate any Perfection Act, then such DIP Agent or Prepetition Agent, as applicable, is authorized to perform such act, and the Debtors are authorized to perform such act to the extent necessary or required by the DIP Loan Documents, which act or acts shall be deemed to have been accomplished as of the date and time of entry of this Interim Order notwithstanding the date and time actually accomplished, and, in such event, the subject filing or recording office is authorized to accept, file, or record any document in regard to such act in accordance with applicable law. The DIP Agent or either Prepetition Agent, as applicable, may choose to file, record, or present a certified copy of this Interim Order in the same manner as a Perfection Act, which shall be tantamount to a Perfection Act, and, in such event, the subject filing or recording office is authorized to accept, file, or record such certified copy of this Interim Order in accordance with applicable law. Should the DIP Agent or either Prepetition Agent, as applicable, so choose and attempt to file, record, or perform a Perfection Act, no defect or failure in connection with such attempt shall in any way limit, waive, or alter the validity, enforceability, attachment, priority, or perfection of the postpetition liens and security interests granted herein by virtue of the entry of this Interim Order.

(b) To the extent that any applicable non-bankruptcy law otherwise would restrict the granting, scope, enforceability, attachment, or perfection of any liens and security interests granted and created by this Interim Order (including the DIP Liens and the Adequate

Protection Liens) or otherwise would impose filing or registration requirements with respect to such liens and security interests, such law is hereby pre-empted to the maximum extent permitted by the Bankruptcy Code, applicable federal or foreign law, and the judicial power and authority of this Court; *provided*, *however*, that nothing herein shall excuse the Debtors from payment of any local fees, if any, required in connection with such liens. By virtue of the terms of this Interim Order, to the extent that the DIP Agent or either Prepetition Agent, as applicable, has filed Uniform Commercial Code financing statements, mortgages, deeds of trust, or other security or perfection documents under the names of any of the Debtors, such filings shall be deemed to properly perfect its liens and security interests granted and confirmed by this Interim Order without further action by the DIP Agent or applicable Prepetition Agent.

17. (a) Application of Proceeds of DIP Collateral. Subject to the Carve Out, the relative priorities set forth on the Lien Priority Annex, and the Prepetition Permitted Liens, as applicable, the proceeds of DIP Collateral shall be applied in accordance with the terms of the DIP Loan Documents, the Prepetition Credit Documents and this Interim Order. The Debtors shall not, directly or indirectly, voluntarily purchase, redeem, defease, or prepay any principal of, premium, if any, interest or other amount payable in respect of any indebtedness prior to its scheduled maturity, other than the DIP Obligations, the Adequate Protection Payments required under this Interim Order, and obligations authorized by an order of this Court (which may include, without limitation, obligations secured by Prepetition Permitted Liens). The Debtors shall apply the proceeds of the DIP Collateral, the proceeds of the Prepetition ABL Priority Collateral, and any other cash and collections and receipts of cash from any source, including accounts, sale of property, loan advances, or refunds (but excluding amounts reserved for the Carve Out and proceeds of Prepetition Term Loan Priority Collateral, which shall be applied in accordance with

paragraph 17(b) hereof) to the repayment and refinancing of the Prepetition ABL Obligations as set forth in this Interim Order, the Prepetition Credit Documents and the DIP Credit Agreement. The extension of the DIP Facility and the repayment and refinancing of the Prepetition ABL Obligations with the proceeds of the DIP Loans are part of an integrated transaction.

(b) Proceeds of Prepetition Term Loan Priority Collateral. Notwithstanding anything herein to the contrary, all proceeds of Prepetition Term Loan Priority Collateral shall be deposited into a segregated account maintained by the Debtors (the "Term Loan Reserve") and all Prepetition Liens of the Prepetition Secured Creditors shall attach to funds in the Term Loan Reserve to the same extent and with the same priority as such Prepetition Liens attached to the Prepetition Term Loan Priority Collateral and the Debtors shall not use such cash collateral or make any distributions from the Term Loan Reserve without further order of the Court (the "Term Loan Reserve Release Order") or the prior written consent of the Prepetition Term Loan Agent and Prepetition ABL Agent. All estate retained Case Professionals shall use reasonable efforts to indicate in their respective monthly fee applications, interim fee applications and/or final fee applications whether and to what extent any fees or expenses were incurred in connection with preserving or disposing of the Prepetition Term Loan Priority Collateral. For the avoidance of doubt, any reasonable fees and expenses of the Prepetition Term Loan Secured Parties and their counsel shall be paid solely from funds in the Term Loan Reserve until the DIP Obligations and Prepetition ABL Obligations are paid in full. Notwithstanding anything to the contrary contained herein, all parties' rights, claims and defenses under this paragraph, including with respect to the gross cash proceeds received by the Debtors in connection with the sale or disposition of Prepetition Term Loan Priority Collateral and the allocation of costs, fees, and expenses incurred

in connection with such sale or disposition of Prepetition Term Loan Priority Collateral, are fully reserved and preserved.

18. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with enlarged powers, any responsible officer or any other estate representative subsequently appointed in the Chapter 11 Cases or any Successor Cases shall obtain credit or incur debt pursuant to sections 364(b), 364(c), or 364(d) of the Bankruptcy Code in violation of the DIP Loan Documents at any time prior to the repayment in full in cash of all DIP Obligations, and the termination of the DIP Credit Parties' obligations to extend credit under the DIP Facility, then all the cash proceeds derived from such credit or debt shall immediately be turned over to the DIP Agent to be applied as set forth in paragraph 17 herein, subject to the Lien Priority Annex.

19. Maintenance of DIP Collateral and Prepetition Collateral. Until the Prepetition Secured Obligations and DIP Obligations are Paid in Full and the DIP Credit Parties' obligations to extend credit under the DIP Loan Documents are terminated, as provided therein, the Debtors shall insure the Prepetition Collateral and the DIP Collateral as required under the DIP Loan Documents and the Prepetition Credit Documents including, without limitation: (i) the payment of all past due tax obligations and assessments, solely in accordance with the Approved Budget; (ii) the payment of taxes and assessments that come due following the Petition Date as they come due, solely in accordance with the Approved Budget; and (iii) the maintenance of insurance consistent with the Debtors' practices prior to the Petition Date and any insurance related relief granted by the Court.

20. Termination Declaration Date. On a Termination Declaration Date (as defined herein), consistent with Article VII of the DIP Credit Agreement: (a) all DIP Obligations shall be

immediately due and payable; and (b) all commitments to extend credit under the DIP Facility will terminate (subject, in each case, to funding of the Carve Out as provided herein).

21. Events of Default. The occurrence of an "Event of Default" under the DIP Credit Agreement, including failure to comply with any Chapter 11 Case Milestones (as defined in the DIP Credit Agreement and attached hereto as **Exhibit 4**) as and when required as set forth in section 5.15 of the DIP Credit Agreement and on **Exhibit 4** (unless otherwise extended by the DIP Agent in its sole discretion), in each case, on terms and conditions and subject to documentation (including, in all cases, forms of all applicable motions and orders) in form and substance reasonably satisfactory to the DIP Agent in all respects, shall constitute an event of default under this Interim Order after giving effect to any applicable cure period set forth in the DIP Credit Agreement (each, an "***Event of Default***").

22. Rights and Remedies Upon Event of Default.

(a) Subject to the terms of the DIP Loan Documents, immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from this Court, but subject to the terms of this Interim Order, including, without limitation, the funding of the Carve Out, the Remedies Notice Period (as defined herein) and the notice and grace period provisions of the DIP Credit Agreement set forth in Article VII of the DIP Credit Agreement: (1) (i) the DIP Agent may declare in writing (the "***DIP Termination Declaration***") (A) all DIP Obligations owing under the DIP Loan Documents to be immediately due and payable, (B) the termination, reduction, or restriction of any further commitment to extend applicable credit to the Debtors to the extent any such commitment remains under the DIP Facility, (C) termination of the DIP Facility and the DIP Loan Documents as to any future liability

or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and/or (D) that any obligations to fund amounts in respect to the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice (each as defined herein) to the Debtors; and (ii) the DIP Agent may declare a termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral except solely to fund the ABL Carve Out Reserve and to seek a Remedies Determination (as defined herein) (the date on which a DIP Termination Declaration is delivered by the DIP Agent, the "***Termination Declaration Date***").

(b) Any DIP Termination Declaration shall not be effective until notice has been provided by electronic mail (or other electronic means) to counsel to the Debtors, counsel to any Committee, the U.S. Trustee, and counsel to each of the Prepetition Agents. The automatic stay in the Chapter 11 Cases otherwise applicable to the DIP Agent, the DIP Lenders, and the Prepetition Secured Creditors is hereby modified so that five (5) Business Days after the Termination Declaration Date (as such period may be extended pursuant to the terms hereof, the "***Remedies Notice Period***") and the funding of the Carve Out in accordance with paragraph 31(b) of this Interim Order, as applicable, and subject to the relative priorities set forth on the Lien Priority Annex and the Prepetition Permitted Liens: (x) the DIP Agent shall be entitled to exercise its rights and remedies in accordance with the DIP Loan Documents and this Interim Order; and (y) the applicable Prepetition Agent shall be entitled to exercise its respective rights and remedies to the extent available in accordance with the applicable Prepetition Credit Documents and this Interim Order.

(c) During the Remedies Notice Period, the Debtors and all other parties in interest shall be entitled to seek an emergency hearing with this Court (the "***Remedies Determination***"); *provided* that if the Debtors seek an emergency hearing during the

Remedies Notice Period, but such hearing is scheduled for a later date by this Court (without any request by the Debtors to this Court with respect to such later scheduling), the Remedies Notice Period shall be tolled and the automatic stay shall not be modified until such hearing occurs. The Court may fashion an appropriate remedy at a hearing on a Remedies Determination; *provided* that the rights of the Debtors, the DIP Credit Parties, and the Prepetition Secured Creditors to contest such relief are expressly preserved. Except as set forth in this paragraph 22(c) or otherwise ordered by this Court, after the Remedies Notice Period, the Debtors shall waive their right to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Agent, the DIP Lenders, or the Prepetition Secured Creditors under this Interim Order. Furthermore, during the Remedies Notice Period, the Debtors may use Cash Collateral solely to fund the Carve Out in accordance with, and subject to, the terms of this Interim Order and the Approved Budget, and (i) pay payroll (provided that the Debtors shall be prohibited from paying any severance or bonuses), (ii) U.S. Trustee fees and fees payable to the Clerk of Court, and (iii) subject to the consent of the DIP Agent in its reasonable discretion (such consent not to be unreasonably withheld), other day-to-day operational expenses that are critical to the administration of the Debtors' estates during the Remedies Notice Period (not to exceed the Approved Budget under any circumstances absent the written consent of the DIP Agent and, solely if the proposed payment relates to the Prepetition Term Loan Priority Collateral, the written consent of the Prepetition Term Loan Agent). All fees and costs incurred by the Debtors in connection with any Remedies Determination (including the fees and costs of its professionals) shall be funded solely by the Carve Out. Unless this Court orders otherwise prior to the expiration of the Remedies Notice Period, the automatic stay, as to all of the DIP Agent, the DIP Lenders, and the Prepetition Secured Creditors shall automatically

be terminated at the end of the Remedies Notice Period (as it may be extended in accordance with this paragraph) without further notice or order. Upon expiration of the Remedies Notice Period (as it may be extended in accordance with this paragraph) and the funding of the Carve Out in accordance with paragraph 31(b) of this Interim Order, as applicable, and subject to the relative priorities set forth on the Lien Priority Annex and the Prepetition Permitted Liens, the applicable DIP Agent and the applicable Prepetition Secured Creditors shall be permitted to exercise all remedies set forth herein, and in the DIP Loan Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this Interim Order and the applicable loan documents. The DIP Credit Parties and the Prepetition Secured Creditors may, subject to the Prepetition Credit Documents, the funding of the Carve Out, as applicable, the relative priorities set forth on the Lien Priority Annex, and the Prepetition Permitted Liens, after the Remedies Notice Period, enter onto the premises of any Debtor in accordance with paragraph 23(b) herein.

23. Leased Premises.

(a) Notwithstanding anything to the contrary in this Interim Order, for purposes of this Interim Order, DIP Liens and Adequate Protection Liens shall not encumber and DIP Collateral shall not include (i) leasehold interests of non-residential real property that prohibit or restrict the granting of such liens in the applicable lease except as permitted pursuant to applicable non-bankruptcy law (but shall include the proceeds of the sale or disposition of such leases) and (ii) any security deposits (in possession of the Debtors or the landlord) or the Debtors' interests, if any, in pre-paid rent, unless liens on such security deposits or pre-paid rent are expressly permitted pursuant to the underlying lease documents; *provided* that, the DIP Liens and Adequate Protection Liens shall extend to any such security deposits or pre-paid rent upon

reversion thereof to the Debtors, if at all, as well as any proceeds or value of such leasehold interests whether by sale, financing, or other disposition or form of transfer, termination or transaction; *provided, further,* that any liens granted herein relating to the Debtors' insurance policies shall not interfere with any rights held by a landlord under such policies to any such insurance proceeds for damage to landlord's property.

(b) Notwithstanding anything to the contrary in this Interim Order, the DIP Loan Documents, or the Prepetition Credit Documents, the DIP Agent's or the Prepetition Agents' exercise of their remedies pursuant to paragraph 22 and in accordance with the DIP Loan Documents and the Prepetition Credit Documents shall be subject to, as may be applicable: (a) any agreement in writing between the DIP Agent or Prepetition Agents and any applicable landlord; (b) pre-existing rights of the DIP Agent or Prepetition Agents, and any applicable landlord under applicable non-bankruptcy law; (c) written consent of the applicable landlord; or (d) further order of this Court following notice and a hearing.

24. Good Faith Under Section 364 of the Bankruptcy Code; No Modification or Stay of this Interim Order. In accordance with sections 364(e) and 363(m) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter reversed, modified, amended, or vacated by a subsequent order of this Court, or any other court, the DIP Credit Parties and Prepetition Secured Creditors are entitled, upon entry of this Interim Order, to the protections provided in section 364(e) of the Bankruptcy Code. Any such reversal, modification, amendment, or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or lien, claim or priority authorized or created hereby. Any liens or claims granted to the DIP Credit Parties and Prepetition Secured Creditors hereunder arising prior to the effective date of any such reversal, modification, amendment, or vacatur of this Interim Order

shall be governed in all respects by the original provisions of this Interim Order, including, without limitation, entitlement to all rights, remedies, privileges, and benefits granted herein.

25. DIP and Other Expenses. The Debtors are authorized to pay, without duplication of fees paid for the benefit of the DIP Credit Parties, all reasonable and documented out-of-pocket costs and expenses (and the DIP Agent is authorized to make advances or charges against the loan account to pay such agreed costs and expenses of the DIP Credit Parties in accordance with the DIP Loan Documents) of the DIP Credit Parties in connection with the DIP Facility (including, without limitation, costs and expenses incurred prior to the Petition Date), to the extent set forth in the DIP Loan Documents. The professionals for the DIP Agent, shall deliver an invoice in summary form (which shall not be required to include time entry detail and may be redacted for privileged information, but shall include (i) a general description of the nature of the matters for which services were performed and (ii) contain sufficiently detailed information to permit the Review Parties (as defined herein) to determine whether the fees and expenses sought to be paid are reasonable); *provided, however*, that the Debtors, the Prepetition Term Loan Agent, the U.S. Trustee and any Committee reserve their rights to request unredacted copies of such invoices and additional detail regarding the services rendered and expenses incurred by such professionals to counsel to the Debtors, the Prepetition Term Loan Agent, the U.S. Trustee, and any Committee (together, the "***Review Parties***"); *provided, however*, that notwithstanding the foregoing, the out-of-pocket expenses (including, without limitation, all attorneys' and other professionals' fees and expenses) incurred by the DIP Agent prior to and unpaid as of the Closing Date shall be paid indefeasibly upon the occurrence of the Closing Date without the DIP Agent being required to deliver an invoice in summary form as set forth herein. If no written objection is received by ten (10) calendar days after receipt of such invoice by the Review Parties, the Debtors shall promptly

pay such fees and expenses in full. If an objection to a professional's invoice is timely received, the Debtors shall promptly pay the undisputed amount of the invoice, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. The DIP Agent's professionals shall not be required to comply with the U.S. Trustee guidelines or to file applications or motions with, or obtain approval of, this Court for the payment of any of their fees or out-of-pocket expenses (other than with respect to disputed amounts).

26. Indemnification. The Debtors shall indemnify and hold harmless the DIP Agent, each other DIP Credit Party, and each Indemnitee (as defined in the DIP Credit Agreement), subject to and in accordance with each DIP Credit Agreement, including, without limitation, Section 9.03(b) of the DIP Credit Agreement.

27. [Reserved.]

28. [Reserved.]

29. Proofs of Claim. Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of these Chapter 11 Cases or any Successor Cases, neither the DIP Credit Parties, the Prepetition Agents, nor any of the Prepetition Secured Creditors shall be required to file proofs of claim in these cases or any Successor Cases in order to assert claims for payment of any of the DIP Obligations or the Prepetition Secured Obligations, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts due and payable under the Prepetition Credit Documents or this Interim Order. None of the DIP Credit Parties or the Prepetition Secured Creditors will be required to file proofs of claim or requests for approval of administrative expenses in any of the Chapter 11 Cases or Successor Cases, and the provisions of this Interim Order relating to the DIP Obligations, the DIP Superpriority Claims,

the Adequate Protection Superpriority Claims, the Prepetition ABL Obligations, or the Prepetition Term Loan Obligations, and the Debtors' Stipulations shall constitute timely filed proofs of claim and/or administrative expense requests (as applicable) in each of the Chapter 11 Cases.

30. Rights of Access and Information. The Debtors shall use commercially reasonable efforts to afford the DIP Credit Parties all of the rights of access and information provided for under the DIP Loan Documents, including, but not limited to, the right to conduct field examinations and inventory appraisals during normal business hours and upon reasonable advance notice (at the expense of the Debtors) as frequently as determined by the DIP Agent in its reasonable discretion.

31. Carve Out.

(a) *Priority of Carve Out.* Each of the DIP Liens, the Prepetition Liens, the Adequate Protection Liens, the DIP Superpriority Claims, the Adequate Protection Superpriority Claims, the DIP Obligations, and the Prepetition Secured Obligations shall be subject and subordinate to payment of the Carve Out (as defined herein). The Carve Out shall be senior to all claims and liens over all assets of the Debtors, including any DIP Collateral, as set forth in the Lien Priority Annex.

(b) *Definition of Carve Out.* As used in this Interim Order, the Carve Out means the sum of (i) all unpaid professional fees and disbursements incurred by the Debtors and the Committee, if any, pursuant to Sections 327 and 1103 of the Bankruptcy Code, including (A) Cole Schotz P.C., as Debtors' restructuring counsel, and (B) Reflect Advisors, in their professional capacity providing services and additional staff to the chief restructuring officer (the "***Case Professionals***") prior to the delivery of the Carve Out Trigger Notice to the extent allowed by the Court at any time, but in each case under

clause (i) solely to the extent the same are incurred by each Case Professional in accordance with any Approved Budget; plus (ii) following the delivery of a Carve Out Trigger Notice, the unpaid professional fees and disbursements incurred by the Case Professionals in an amount collectively up to (x) $250,000 for Case Professionals retained by the Debtors (the *"**Debtors' Professional Carve Out Limit**") and* (y) $50,000 for Case Professionals retained by the Committee (the *"**Committee Professional Carve Out Limit***" and, together with the Debtors' Professional Carve Out Limit, the "***Case Professional Carve Out Limit***"), plus (iii) the payment of fees pursuant to 28 U.S.C. § 1930(a), including fees owed to the U.S. Trustee, and any fees required to be paid to the Clerk of the Court, which fees shall not be limited to amounts that may be set forth in the Approved Budget; plus (iv) all reasonable fees and expenses up to $50,000 incurred by a chapter 7 trustee under Section 726(b) of the Bankruptcy Code (the "***Chapter 7 Trustee Carve Out Limit***", and together with the Case Professional Carve Out Limit, the "***Carve Out Limit***") (items (i) through (iv), collectively, the "***Carve Out***"). Within three (3) Business Days of delivery of a Carve Out Trigger Notice, the outstanding amount of the Carve Out shall be funded by the Debtors into the Professional Fee Escrow Account; *provided*, that (i) the Debtors shall first utilize cash on hand to fund the Carve Out, and (ii) solely to the extent that the Debtors are unable to fully fund the Carve Out with cash on hand in the manner and in the amount set forth in this paragraph 31(b), then proceeds from the DIP Facility shall be used to fund any shortfall, which funding may be in the form of additional DIP Loans. For purposes of the foregoing, "***Carve Out Trigger Notice***" shall mean a written notice delivered by email (or other electronic means) by the DIP Agent to the Debtors, their lead restructuring counsel (Cole Schotz P.C.), the U.S. Trustee, counsel to the

Prepetition Term Loan Secured Parties, and lead counsel to any Committee, which notice may be delivered only following the occurrence and during the continuation of an Event of Default.

(c) *Professional Fee Escrow Account*. Notwithstanding anything to the contrary contained in this Interim Order, until an Event of Default or the Termination Declaration Date has occurred, the Debtors shall be permitted to borrow under the DIP Facility on a weekly basis to fund a segregated non-interest bearing account (which may be the trust account of the Debtors' restructuring counsel) and hold in trust solely for the benefit of the Case Professionals (the "***Professional Fee Escrow Account***") in the amounts contemplated under clause (i) of the immediately preceding paragraph. The Debtors shall be permitted to pay, or cause to be paid from the Professional Fee Escrow Account, as and when the same may become due and payable, the allowed professional fees of Case Professionals regardless of whether an Event of Default or the Termination Declaration Date has occurred. Subject to paragraph 31(j) hereof, none of the provisions of this Interim Order or any DIP Loan Document shall prohibit or restrict the payment of the fees and expenses of any Case Professionals from any retainers held by such Case Professional. The amounts held in the Professional Fee Escrow Account shall not be subject to any lien, attachment, garnishment, or other claim of any creditor of the Debtors other than the Case Professionals for whose benefit such amounts are held in trust. Any amounts remaining in the Professional Fee Escrow Account after the payment in full of all allowed professional fees of Case Professionals pursuant to final fee applications and orders shall be returned to the Debtors, the amounts which shall be applied in accordance with paragraph 17 hereof and the Lien Priority Annex. The DIP Liens and Adequate Protection Liens shall attach, in accordance with the relative

priorities set forth in the Lien Priority Annex, to any cash held in the Professional Fee Escrow Account following the payment of Case Professionals from the Carve Out.

(d) *Payment of Allowed Professional Fees Prior to the Termination Declaration Date*. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any allowed professional fees shall not reduce or be deemed to reduce the Carve Out; *provided, however*, that the obligation of the DIP Credit Parties to fund the Professional Fee Escrow Account shall be deemed satisfied so long as the DIP Credit Parties have complied with their obligations with respect to the Professional Fee Escrow Account as set forth in this paragraph 31.

(e) *Payment of Carve Out On or After the Termination Declaration Date*. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any allowed professional fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding or payment of the Carve Out shall be added to, and made a part of the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Interim Order, the DIP Loan Documents, the Bankruptcy Code, and applicable law; *provided* that any funding or payment that (i) constituted DIP Obligations shall not be further added to the DIP Obligations and (ii) was made with the proceeds of Prepetition Term Loan Priority Collateral shall not constitute DIP Obligations.

(f) *No Direct Obligation To Pay Allowed Professional Fees*. None of the DIP Credit Parties or the Prepetition Secured Creditors shall be responsible for the payment or reimbursement of any fees or disbursements of any Case Professional or any fees or expenses of the U.S. Trustee or Clerk of this Court incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or

otherwise shall be construed to obligate the DIP Credit Parties or the Prepetition Secured Creditors, in any way, to pay compensation to, or to reimburse expenses of, any Case Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement. Until the DIP Obligations and Prepetition Secured Obligations have been Paid in Full, allowed professional fees of Case Professionals shall be paid solely from the Professional Fee Escrow Account or any retainers held by Case Professionals.

(g) *Subordination to Carve Out*. Notwithstanding anything to the contrary in this Interim Order, the Debtors' obligations to the DIP Credit Parties and the Prepetition Secured Creditors and the liens, security interests, and superpriority claims granted herein, under the DIP Loan Documents, and/or under the Prepetition Credit Documents, including, without limitation, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, Adequate Protection Superpriority Claims, and the Prepetition Secured Obligations, shall be subject in all respects and subordinate to the Carve Out, including paragraph 31(j) hereof. For the avoidance of doubt, upon the funding of the Carve Out as set forth in this paragraph 31, the DIP Credit Parties and the Prepetition Secured Creditors shall have no further obligation to fund the Carve Out (including the Professional Fee Escrow Account), and their liens and claims shall not be subordinate to any obligations or amounts other than that which is held in the Carve Out, subject to paragraph 31(j) hereof.

(h) *ABL Carve Out Reserve.* In accordance with the DIP Credit Agreement, the DIP Agent shall be entitled to at all times maintain a reserve (the "***ABL Carve Out Reserve***") against the Borrowing Base (as defined in the DIP Credit Agreement) in an amount not to exceed, at any time of determination, the sum of the Carve Out Limit, *provided* that the DIP Agent may reserve for the fees and expenses of any Case Professionals to be included in the Professional Fee

Escrow Account to the extent they are not timely funded in accordance with paragraph 31(c) hereof.

(i) *Reservation of Rights With Respect to Allowance of Fees*. Nothing in this Interim Order shall be construed as consent to the allowance of any professional fees or expenses of any Case Professional or shall be construed as a waiver of any right of the DIP Credit Parties and the Prepetition Secured Creditors with respect to any fee statement, interim application or monthly application issued or filed by the Case Professionals. Notwithstanding anything to the contrary herein or in the DIP Loan Documents, (x) in no event shall any DIP Lender be required to fund any amounts in excess of its DIP Commitment and (y) the payment of any allowed professional fees pursuant to the Carve Out shall not (i) reduce any Debtor's obligations owed to the DIP Agent, any DIP Lender, the DIP Credit Parties, the Prepetition Agents, and the Prepetition Secured Creditors (whether under this Interim Order or otherwise) or (ii) modify, alter or otherwise affect any of the liens and security interests of such parties (whether granted under this Interim Order or otherwise) in the Prepetition Collateral or the DIP Collateral (or their claims against the Debtors).

(j) *Reservation of Rights With Respect to Allocation of Proceeds Used to Fund Carve Out*. The DIP Secured Parties, the Prepetition ABL Secured Parties, and the Prepetition Term Loan Secured Parties reserve their respective rights as to the allocation of proceeds used to fund the Carve Out as among the Prepetition ABL Priority Collateral, the Prepetition Term Loan Priority Collateral, and the DIP Collateral.

32. Limitation on Use of DIP Loans and DIP Collateral (Including Cash Collateral). For the avoidance of doubt and notwithstanding any other provision of this Interim Order or any other order entered by this Court to the contrary, no portion of the Carve Out, DIP Collateral, or

Prepetition Collateral (including Cash Collateral) may be used directly or indirectly in connection with: (i) the investigation, initiation, or prosecution of any claims, causes of action, motions, adversary proceedings, or other litigation, (A) against any of the DIP Lenders, the DIP Agent, the Prepetition Secured Creditors (whether in such capacity or otherwise), or (B) challenging the amount, validity, perfection, priority, or enforceability of or asserting any defense, counterclaim or offset to, the obligations and the liens and security interests granted under the DIP Loan Documents or in connection with the Prepetition Loan Facilities, including, in each case without limitation, for lender liability or pursuant to Sections 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (ii) attempts to modify any of the rights granted to the DIP Lenders or the DIP Agent with respect to the DIP Facility or the Prepetition Agents or the other Prepetition Secured Creditors with respect to the Prepetition Loan Facilities; (iii) any objection to, motion to reconsider or appeal of any order with respect to the DIP Facility; (iv) attempts to prevent, hinder, or otherwise delay any of the DIP Lenders' or the DIP Agent's assertion, enforcement, or realization upon any DIP Collateral in accordance with the DIP Loan Documents and the Final Order once an Event of Default has occurred and any applicable Remedies Notice Period expired; *provided, however*, that the proceeds of the DIP Loans and DIP Collateral (including Cash Collateral) may be used by the Committee (if any) to investigate prior to the Challenge Deadline (as defined herein), but not to prosecute, (A) the claims and liens of the Prepetition Secured Creditors, and (B) potential claims, counterclaims, causes of action or defenses against any of the Prepetition Secured Creditors, up to an aggregate cap of no more than $50,000.

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

34. Release. Subject to paragraph 44 hereof, and the challenge rights granted thereunder, effective upon entry of this Interim Order, each of the Released Parties is released by the Debtors as provided in paragraph F(ix) hereof.

35. Section 506(c) Claims. Subject to and upon entry of the Final Order granting such relief, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or Successor Cases at any time shall be charged against the DIP Credit Parties or the DIP Collateral (other than the Prepetition Term Loan Priority Collateral pursuant to subsequent order of this Court) or the Prepetition ABL Secured Parties or the Prepetition ABL Priority Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise and all rights to surcharge the DIP Credit Parties or the DIP Collateral (other than the Prepetition Term Loan Priority Collateral pursuant to subsequent order of this Court) or the Prepetition ABL Secured Parties or the Prepetition ABL Priority Collateral under sections 105 or 506(c) of the Bankruptcy Code or any other applicable principle of equity or law shall be and are hereby finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties-in-interest in this or any Successor Cases.

36. No Marshaling / Applications of Proceeds. Subject to and upon entry of the Final Order granting such relief, none of the DIP Credit Parties or the Prepetition Secured Creditors shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or Prepetition Collateral.

37. Section 552(b). The DIP Agent and the other DIP Credit Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code. Subject to and upon entry of the Final Order granting such relief, and subject to approval by this Court therein, the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the DIP Credit Parties or the Prepetition Secured Creditors with respect to proceeds, products, offspring, or profits of any of the Prepetition Collateral or DIP Collateral.

38. Limits on Lender Liability. Nothing in this Interim Order, any of the DIP Loan Documents, the Prepetition Credit Documents, or any other documents related thereto shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, the Prepetition Agents, or the Prepetition Secured Creditors of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of the Chapter 11 Cases. The DIP Agent, the DIP Lenders, the Prepetition Agents, and the Prepetition Secured Creditors shall not, solely by reason of having made loans under the DIP Facility or permitting the use of Cash Collateral, as applicable, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Nothing in this Interim Order or the DIP Loan Documents, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, the Prepetition Agents, or the Prepetition Secured Creditors of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

39. Joint and Several Liability. Nothing in this Interim Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and in accordance with the terms of the DIP Facility and the DIP Loan Documents.

40. No Superior Rights of Reclamation. The extension of the DIP Facility and the repayment and refinancing of the Prepetition ABL Obligations with the proceeds of the DIP Loans are part of an integrated transaction. Based on the findings and rulings herein concerning the integrated nature of the DIP Facility and the Prepetition ABL Documents and the relation back of the DIP Liens, in no event shall any alleged right of reclamation or return (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) be deemed to have any additional or greater rights and priority with respect to the Prepetition ABL Liens as such claim had on the Petition Date.

41. Debtors' Waivers/Covenants. At all times during the Chapter 11 Cases prior to the DIP Obligations and Prepetition Secured Obligations being Paid in Full, and whether or not an Event of Default has occurred, it shall be an Event of Default for the Debtors to seek authority to take any of the following actions prior to the DIP Obligations and Prepetition Secured Obligations being Paid in Full, other than as expressly provided for in this Interim Order or the DIP Loan Documents, or unless the DIP Agent or applicable Prepetition Agent otherwise consents in writing: (i) use Cash Collateral under Section 363 of the Bankruptcy Code, (ii) obtain postpetition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, (iii) challenge the application of any payments authorized hereunder pursuant to Section 506(b) of the Bankruptcy Code, or assert that the value of the Prepetition ABL Priority Collateral is less than the Prepetition ABL Obligations, or assert that the value of the applicable Prepetition

Term Loan Priority Collateral is less than the Prepetition Term Loan Obligations secured thereby, (iv) propose, support or have a plan of reorganization or liquidation that does not provide for all DIP Obligations and Prepetition Secured Obligations to be Paid in Full on the effective date of such plan, (v) seek relief under the Bankruptcy Code, including without limitation, under Section 105 of the Bankruptcy Code, to the extent any such relief would in any way restrict or impair the rights and remedies of any DIP Credit Parties as provided in this Interim Order and the DIP Loan Documents or any DIP Credit Parties' exercise of such rights or remedies, (vi) challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of the DIP Agent's postpetition liens and claims, or (vii) take any action prohibited pursuant to Section 5.11 or 7.01(l) of the DIP Credit Agreement. No consent to any of the foregoing shall be implied from any other action, inaction, or acquiescence by any of the DIP Credit Parties, and the written consent of the DIP Agent shall be required to relieve the Debtors of their obligations under this paragraph 41 and the consent of the Prepetition Term Loan Agent required to relieve the Debtor of their obligations under this paragraph 41 pertaining to any of the Prepetition Term Loan Priority Collateral, Prepetition Term Loan Liens or Prepetition Term Loan Obligations.

42. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Credit Parties' or the Prepetition Secured Creditors' right to seek any other or supplemental relief in respect of the Debtors (including, the right to seek additional or different adequate protection); (b) the rights of any of the Prepetition Secured Creditors to seek the payment by the Debtors of postpetition interest or fees pursuant to section 506(b) of the Bankruptcy Code; or (c) any of the rights of the DIP Credit Parties or the Prepetition Secured Creditors under the Bankruptcy Code or under non-bankruptcy law, including, without limitation,

the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, (iii) seek an injunction, (iv) oppose any request for use of Cash Collateral, (v) object to any sale of assets, or (vi) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; *provided*, that the rights of the DIP Credit Parties and the Prepetition Secured Creditors with respect to sections (i)–(iii) of this paragraph 42 shall be subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex. Other than as expressly set forth in this Interim Order, any other rights, claims or privileges (whether legal, equitable or otherwise) of the DIP Credit Parties and the Prepetition Secured Creditors are preserved.

43. No Waiver by Failure to Seek Relief. The failure of the DIP Credit Parties to seek relief or otherwise exercise rights and remedies under this Interim Order, the DIP Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Credit Parties.

44. Binding Effect of Interim Order. Immediately upon entry by this Court of this Interim Order, the stipulations (including the Debtors' Stipulations), terms and provisions of this Interim Order (including, without limitation, the Adequate Protection Liens, Adequate Protection Payments, and the Adequate Protection Superpriority Claims) shall become valid and binding upon and inure to the benefit of the Debtors, the DIP Credit Parties, the Prepetition Secured Creditors, all other creditors of any of the Debtors, the Committee, if any, and all other parties-in-interest and their respective successors and assigns, including, without limitation, any trustee or other fiduciary hereafter appointed in any of the Chapter 11 Cases, any Successor Cases, or

upon dismissal of any Chapter 11 Case or Successor Case, unless, and solely to the extent that: (A) any person or any party-in-interest (including the Committee, if any) has sought and obtained standing and the requisite authority to commence a Challenge[8] (other than the Debtors, as to which any Challenge is hereby irrevocably waived and relinquished) and has timely commenced a Challenge until the date that is seventy five (75) calendar days after the entry of this Interim Order, subject to the tolling provision below (the "***Challenge Deadline***"), as such applicable date may be extended in writing from time to time by the applicable Prepetition Secured Creditor in its sole discretion, or by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Deadline; *provided* that if the Chapter 11 Cases are converted to chapter 7 or a chapter 7 or chapter 11 trustee is appointed or elected prior to the expiration of the Challenge Deadline, any such estate representative or trustee shall receive the full benefit of any remaining time before expiration of the Challenge Deadline, which, solely if not yet expired, shall be extended for a period of sixty (60) days; and (B) this Court enters judgment in favor of the plaintiff or movant in any such timely commenced Challenge proceeding and any such judgment has become a final judgment that is not subject to any further review or appeal. The Challenge Deadline set forth herein shall be tolled if a party-in-interest (including the Committee, if any) files a motion seeking standing to bring a Challenge ("***Standing Motion***"), which attaches one or more draft complaints that detail the alleged challenge(s) that the applicable

[8] "Challenge" as used herein shall mean an adversary proceeding or contested matter (subject to the limitations contained herein) (a) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Obligations or the Prepetition Liens, or (b) asserting or prosecuting any Avoidance Action or any other claims, counterclaims or causes of action, objections, contests or defenses against any Prepetition Secured Creditors or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof in connection with or related to the Prepetition Credit Documents, the Prepetition Secured Obligations, the Prepetition Liens and the Prepetition Collateral.

party in interest seeks to file, until such time as the Court decides the Standing Motion and solely with respect to (i) the party-in-interest that files the Standing Motion and (ii) the contents of the complaint attached to the Standing Motion. Notwithstanding any other provision in this Interim Order, the Court retains the right to enter any appropriate remedy in connection with a successful Challenge.

45. Credit Bidding. Subject to paragraph 44 of this Interim Order and the rights of parties-in-interest under section 363(k) of the Bankruptcy Code, in connection with any sale process authorized by the Court, upon entry of the Interim Order, the Prepetition Agents may seek to credit bid some or all of their claims for their respective priority collateral (each a "***Credit Bid***"). A Credit Bid may be applied only to reduce the cash consideration with respect to those assets in which the party submitting such Credit Bid holds a senior, perfected security interest. For the avoidance of doubt, unless and until the Prepetition Term Loan Obligations are Paid in Full, the Prepetition ABL Secured Parties may not Credit Bid for Prepetition Term Loan Priority Collateral and, unless and until the Prepetition ABL Obligations are Paid in Full, the Prepetition Term Loan Secured Parties may not Credit Bid for Prepetition ABL Priority Collateral.

46. Continuation of Jurisdiction and Binding Effect. Any order dismissing one or more of the Chapter 11 Cases or Successor Cases under section 1112 of the Bankruptcy Code or otherwise shall be deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that: (i) the DIP Liens, Prepetition Liens, and Adequate Protection Liens shall continue in full force and effect, subject to the Carve Out and the relative priorities set forth on the Lien Priority Annex, notwithstanding such dismissal until the DIP Obligations, the Prepetition Secured Obligations, and/or Adequate Protection Superpriority Claims, as applicable, are Paid in Full; and (ii) this Court shall retain jurisdiction, to the extent permissible under applicable law,

notwithstanding such dismissal, for the purposes of enforcing the DIP Superpriority Claims, DIP Liens, Carve Out, Adequate Protection Superpriority Claims, Adequate Protection Liens, and the Prepetition Liens. Notwithstanding anything contained herein with respect to the obligations or limitations when a Final Order is entered, the terms of the Final Order shall be what is binding on all parties.

47. No Modification of Interim Order. Until and unless the DIP Obligations have been Paid in Full (such payment being without prejudice to any terms or provisions contained in the DIP Facility which survive such discharge by their terms) and all commitments to extend credit under the DIP Facility have been terminated, it shall be an Event of Default for the Debtors to seek: (a) without the prior written consent of the DIP Agent (i) any reversal, modification, stay, vacatur, or amendment to this Interim Order or (ii) a priority claim for any administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Chapter 11 Cases or Successor Cases, equal or superior to the DIP Superpriority Claims or the Adequate Protection Superpriority Claims, other than the Carve Out; (b) any order, other than this Interim Order or the Final Order, allowing use of Cash Collateral resulting from DIP Collateral; and (c) except as set forth in this Interim Order or the Final Order, any lien on any of the DIP Collateral or Prepetition Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens or the Prepetition Liens.

48. DIP Obligations Paid in Full and Commitments Terminated. In connection with (i) the DIP Obligations being Paid in Full (such payment being without prejudice to any terms or provisions contained in the DIP Facility which survive such discharge by their terms), and (ii) all

commitments to extend credit under the DIP Facility being terminated, all obligations of the DIP Credit Parties or the Prepetition ABL Secured Parties to pay or otherwise satisfy any obligations under this Interim Order (including, without limitation, with respect to the Carve Out), the DIP Loan Documents, and/or the Prepetition ABL Documents shall be terminated.

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

50. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Chapter 11 Cases; (b) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases or Successor Cases. Upon entry of the Final Order, the terms and provisions of this Interim Order, including, without limitation, the claims, liens, security interests, and other protections granted to the DIP Credit Parties and Prepetition Secured Creditors pursuant to this Interim Order and/or the DIP Loan Documents, notwithstanding the entry of any such order, shall continue in the Chapter 11 Cases, in any Successor Cases, or following dismissal of the Chapter 11 Cases or any Successor Cases, and shall maintain their priority as provided by this Interim Order, subject in all cases to the Carve Out and the relative priorities set forth on the Lien Priority Annex, until (x) all DIP Obligations have been Paid in Full and all commitments to extend credit under the DIP Facility are terminated and (y) all Prepetition Secured Obligations have been Paid in Full.

51. Final Hearing. A final hearing to consider the relief requested in the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time** before this Court.

52. Notice of Entry of Interim Order. The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing and to any party that has filed a request for notices with this Court.

53. Objections. Any party in interest objecting to the relief sought at the Final Hearing shall file a written objection no later than **September 9, 2026, at 4:00 p.m., prevailing Eastern Time** and serve such objection or response on the following parties: (a) proposed counsel to the Debtors, Cole Schotz P.C., Attn: Justin R. Alberto (jalberto@coleschotz.com); (b) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Michael E. Comerford, Esq. (mcomerford@choate.com), and Alexandra M. Thomas, Esq. (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward, Esq. (matthew.ward@wbd-us.com); (c) counsel to the Prepetition Term Loan Secured Parties, (i) Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com) and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801 (Attn: Matthew B. McGuire (mcguire@lrclaw.com); (d) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane M. Leamy (jane.m.leamy@usdoj.gov); and (e) counsel to the Committee (if any). In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

54. Effectiveness. This Interim Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable

*nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding anything to the contrary proscribed by applicable law, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

55. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Interim Order.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

## Exhibit 1

### Lien Priority Annex[9]

| Assets of the type constituting both DIP Collateral and ABL Priority Collateral and Avoidance Proceeds with respect to Such Assets | Assets of the type constituting both DIP Collateral and Term Loan Priority Collateral and Avoidance Proceeds with respect to Such Assets |
|---|---|
| Carve Out | Carve Out |
| Prepetition ABL Permitted Liens | Prepetition Term Loan Permitted Liens |
| DIP Liens<br>DIP Superpriority Claim | Adequate Protection Liens (for Prepetition Term Loan Secured Parties)<br>Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties) |
| Adequate Protection Liens (for Prepetition ABL Secured Parties)<br>Adequate Protection Superpriority Claims (for Prepetition ABL Secured Parties) | Prepetition Term Loan Liens<br>Prepetition Term Loan Obligations |
| Prepetition ABL Liens<br>Prepetition ABL Obligations | DIP Liens<br>DIP Superpriority Claim |
| Adequate Protection Liens (for Prepetition Term Loan Secured Parties)<br>Adequate Protection Superpriority Claims (for Prepetition Term Loan Secured Parties) | Adequate Protection Liens (for Prepetition ABL Secured Parties)<br>Adequate Protection Superpriority Claims (for Prepetition ABL Secured Parties) |

[9] Notwithstanding anything provided in this Order, the priority of the liens against the assets in Canada of De Cloet Greenhouse Mfg. Ltd. (the "Canadian Debtor") will be as set out in the Supplemental Recognition Order granted by the Ontario Superior Court of Justice (Commercial List) in the proceedings commenced by the Canadian Debtor.

Case 26-11284-CTG Doc 65-1 Filed 08/20/26 Page 1 of 178

| | |
|---|---|
| Prepetition Term Loan Liens<br>Prepetition Term Loan Obligations | Prepetition ABL Liens<br>Prepetition ABL Obligations |

**Exhibit 2**

**DIP Credit Agreement**

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

Dated as of August [ ], 2026

among

**BAMBOO PURCHASER, INC.**,
as the Company,

**THE OTHER BORROWERS PARTY HERETO**

**BFG PURCHASER PARENT, INC.**,
as Holdings,

**THE SUBSIDIARIES OF THE COMPANY FROM TIME TO TIME PARTY HERETO**,
as Guarantors,

**THE FINANCIAL INSTITUTIONS PARTY HERETO**,
as Lenders

and

**ACF FINCO I LP**,
as Administrative Agent and Collateral Agent,

_____

**ACF FINCO I LP**,
as Lead Arranger

**Table of Contents**

**Page**

ARTICLE 1 DEFINITIONS ..... 2
Section 1.01 Defined Terms ..... 2
Section 1.02 Classification of Loans and Borrowings ..... 50
Section 1.03 Terms Generally ..... 50
Section 1.04 Accounting Terms; GAAP ..... 51
Section 1.05 Effectuation of Transactions ..... 51
Section 1.06 Timing of Payment of Performance; Times of Day ..... 51
Section 1.07 Currency Equivalents Generally ..... 51
Section 1.08 Cashless Rolls ..... 52
Section 1.09 [Reserved] ..... 52
Section 1.10 Divisions ..... 52
Section 1.11 Rates ..... 52
ARTICLE 2 THE CREDITS ..... 53
Section 2.01 Revolving Loans ..... 53
Section 2.02 Loans and Borrowings ..... 54
Section 2.03 Requests for Borrowings ..... 55
Section 2.04 Protective Advances ..... 55
Section 2.05 Letters of Credit ..... 57
Section 2.06 Funding of Borrowings ..... 62
Section 2.07 Type; Interest Elections ..... 63
Section 2.08 Termination and Reduction of Commitments ..... 64
Section 2.09 Repayment of Loans; Evidence of Debt ..... 65
Section 2.10 Prepayment of Loans ..... 66
Section 2.11 Fees ..... 67
Section 2.12 Interest ..... 67
Section 2.13 Alternate Rate of Interest ..... 68
Section 2.14 Increased Costs ..... 70
Section 2.15 Break Funding Payments ..... 72
Section 2.16 Taxes ..... 72
Section 2.17 Payments Generally; Allocation of Proceeds; Sharing of Set-offs ..... 77
Section 2.18 Mitigation Obligations; Replacement of Lenders ..... 79
Section 2.19 Illegality ..... 80

Section 2.20 Defaulting Lenders ..... 80
Section 2.21 Designation of Borrowers; Co-Borrowers ..... 83
ARTICLE 3 REPRESENTATIONS AND WARRANTIES ..... 83
Section 3.01 Organization; Powers ..... 83
Section 3.02 Authorization; Enforceability ..... 83
Section 3.03 Governmental Approvals; No Conflicts ..... 83
Section 3.04 Financial Condition; No Material Adverse Effect; Approved Budget ..... 84
Section 3.05 Properties ..... 84
Section 3.06 Litigation and Environmental Matters ..... 85
Section 3.07 Compliance with Laws ..... 85
Section 3.08 Investment Company Status ..... 85
Section 3.09 Taxes ..... 85
Section 3.10 ERISA; Canadian Pension Plans ..... 85
Section 3.11 Disclosure ..... 86
Section 3.12 [Reserved]. ..... 86
Section 3.13 Capitalization and Subsidiaries ..... 86
Section 3.14 Security Interest in Collateral ..... 86
Section 3.15 Labor Matters ..... 86
Section 3.16 Federal Reserve Regulations ..... 86
Section 3.17 Anti-Terrorism Laws ..... 87
Section 3.18 Use of Proceeds ..... 87
Section 3.19 Borrowing Base Calculation ..... 87
Section 3.20 Eligible Accounts ..... 88
Section 3.21 Eligible Inventory ..... 88
Section 3.22 Location of Inventory ..... 88
Section 3.23 Inventory Records ..... 88
Section 3.24 Chapter 11 Case Matters. ..... 88
Section 3.25 Canadian Recognition Proceedings Matters ..... 89
ARTICLE 4 CONDITIONS ..... 89
Section 4.01 Condition to Effectiveness of this Agreement and Initial Credit Extension ..... 89
Section 4.02 Each Credit Extension ..... 92
ARTICLE 5 AFFIRMATIVE COVENANTS ..... 93
Section 5.01 Financial Statements; Borrowing Base and Other Reports ..... 93
Section 5.02 Existence ..... 97
Section 5.03 Payment of Taxes ..... 97

Section 5.04 Maintenance of Properties ..... 97
Section 5.05 Insurance ..... 97
Section 5.06 Inspection of Property; Books and Records; Field Examinations and Appraisals. 98
Section 5.07 Maintenance of Books and Records ..... 98
Section 5.08 Compliance with Laws ..... 98
Section 5.09 Environmental ..... 98
Section 5.10 Company Advisors and Agent Advisors. ..... 100
Section 5.11 Use of Proceeds ..... 101
Section 5.12 Additional Collateral; Further Assurances ..... 101
Section 5.13 Cash Management. ..... 103
Section 5.14 Approved Budget. ..... 104
Section 5.15 Chapter 11 Case Milestones. ..... 106
Section 5.16 Canadian Recognition Proceedings Milestones ..... 106
Section 5.17 Compliance with Bankruptcy Court Orders, Bankruptcy Code, Etc. ..... 106
Section 5.18 Status of Specified Sale Transaction and other Sale Efforts. . ..... 106
ARTICLE 6 NEGATIVE COVENANTS ..... 106
Section 6.01 Indebtedness ..... 106
Section 6.02 Liens ..... 109
Section 6.03 No Further Negative Pledges ..... 113
Section 6.04 Restricted Payments; Certain Payments of Indebtedness ..... 114
Section 6.05 Restrictions on Subsidiary Distributions ..... 115
Section 6.06 Investments ..... 117
Section 6.07 Fundamental Changes; Disposition of Assets ..... 118
Section 6.08 Sales and Lease-Backs ..... 120
Section 6.09 Transactions with Affiliates ..... 120
Section 6.10 Conduct of Business ..... 121
Section 6.11 Amendments or Waivers of Organizational Documents ..... 121
Section 6.12 [Reserved] ..... 121
Section 6.13 Fiscal Year ..... 121
Section 6.14 Permitted Activities of Holdings ..... 121
Section 6.15 [Reserved]. ..... 122
Section 6.16 Canadian Defined Benefit Pension Plans ..... 122
Section 6.17 Material Intellectual Property. ..... 122
ARTICLE 7 EVENTS OF DEFAULT ..... 122
Section 7.01 Events of Default ..... 122

ARTICLE 8 THE ADMINISTRATIVE AGENT ..... 128
ARTICLE 9 MISCELLANEOUS ..... 135
Section 9.01 Notices ..... 135
Section 9.02 Waivers; Amendments ..... 137
Section 9.03 Expenses; Indemnity; Damage Waiver ..... 139
Section 9.04 Waiver of Claim ..... 140
Section 9.05 Successors and Assigns ..... 141
Section 9.06 Survival ..... 145
Section 9.07 Counterparts; Integration; Effectiveness ..... 145
Section 9.08 Severability ..... 145
Section 9.09 Right of Setoff ..... 146
Section 9.10 Governing Law; Jurisdiction; Consent to Service of Process. ..... 146
Section 9.11 Waiver of Jury Trial ..... 147
Section 9.12 Headings ..... 147
Section 9.13 Confidentiality ..... 147
Section 9.14 No Fiduciary Duty ..... 148
Section 9.15 Several Obligations; Violation of Law ..... 149
Section 9.16 USA PATRIOT Act ..... 149
Section 9.17 Force Majeure ..... 149
Section 9.18 Disclosure ..... 149
Section 9.19 Appointment for Perfection ..... 149
Section 9.20 Interest Rate Limitation ..... 149
Section 9.21 Erroneous Payments. ..... 150
Section 9.22 Conflicts ..... 151
Section 9.23 Acknowledgement and Consent to Bail-In of Affected Financial Institutions ..... 151
Section 9.24 Term Loan Intercreditor Agreement ..... 152
Section 9.25 Borrower Representative ..... 152
Section 9.26 Banking Services ..... 153
Section 9.27 Judgment Currency ..... 153
ARTICLE 10 LOAN GUARANTY ..... 153
Section 10.01 Guaranty ..... 153
Section 10.02 Guaranty of Payment ..... 154
Section 10.03 No Discharge or Diminishment of Loan Guaranty. ..... 154
Section 10.04 Defenses Waived ..... 155
Section 10.05 Authorization ..... 155

Section 10.06 Rights of Subrogation ..... 156
Section 10.07 Reinstatement; Stay of Acceleration ..... 156
Section 10.08 Information ..... 156
Section 10.09 Maximum Liability ..... 157
Section 10.10 Contribution ..... 157
Section 10.11 Liability Cumulative ..... 157
Section 10.12 Release of Loan Guarantors ..... 158

ANNEXES:

Annex I – Approved Budget

SCHEDULES:

Schedule E-1 – Eligible Inventory Locations

Schedule 1.01(a) – Commitment Schedule
Schedule 3.13 – Capitalization and Subsidiaries
Schedule 5.15 – Chapter 11 Case Milestone
Schedule 5.19 – Post-Closing Obligations
Schedule 6.01(h) – Existing Indebtedness
Schedule 6.02 – Existing Liens
Schedule 6.06 – Existing Investments
Schedule 6.09 – Transactions with Affiliates

EXHIBITS:

Exhibit A – Form of Administrative Questionnaire
Exhibit B – Form of Assignment and Assumption
Exhibit C – Form of Compliance Certificate
Exhibit D – Joinder Agreement
Exhibit E – Form of Borrowing Request
Exhibit F – Form of Promissory Note
Exhibit G – Form of Interest Election Request
Exhibit H – Form of Solvency Certificate
Exhibit I-1 – Form of Non-U.S. Lender Certification
Exhibit I-2 – Form of Non-U.S. Lender Certification
Exhibit I-3 – Form of Non-U.S. Lender Certification
Exhibit I-4 – Form of Non-U.S. Lender Certification
Exhibit J – Form of Prepayment Notice
Exhibit K – Form of Intercompany Note
Exhibit L – Form of Letter of Credit Request
Exhibit M – Form of Borrowing Base Certificate
Exhibit N – Form of Cash Management Order
Exhibit O – Form of Interim Financing Order

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

**SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT**, dated as of August [ ], 2026 (this "**Agreement**"), by and among **BAMBOO PURCHASER, INC.**, a Delaware corporation (the "**Company**"), **BFG PURCHASER PARENT, INC.**, a Delaware corporation ("**Holdings**"), the other U.S. Borrowers from time to time party hereto, the Canadian Borrowers from time to time party hereto, the other Subsidiaries of the Company from time to time party hereto, the Lenders and **ACF FINCO I LP**, as administrative agent and collateral agent for the Lenders (in its capacity as administrative agent and collateral agent, the "**Administrative Agent**").

**PRELIMINARY STATEMENTS**

A. On August 18, 2026 (the "**Petition Date**"), the Company and the other Loan Parties commenced cases under Chapter 11 of the Bankruptcy Code, 11 U.S.C. 101 et seq. (the "**Bankruptcy Code**"), [case numbers [ ] through [ ]] (collectively, the "**Chapter 11 Case**") by filing voluntary petitions for relief under Chapter 11 with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

B. The Canadian Borrower, in its capacity as "foreign representative" on behalf of the debtors, has commenced proceedings before the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada (the "**Canadian Court**") under Part IV of the *Companies' Creditors Arrangement Act* (Canada), R.S.C. 1985, c. C-36, as amended (the "**CCAA**") bearing Court File No. [ ], recognizing the Chapter 11 Case of the Canadian Borrower as "foreign main proceedings" (the "**Canadian Recognition Proceedings**") and granting certain customary related relief.

C. The Borrowers and the other Loan Parties continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

D. Prior to the Petition Date, the Lenders provided financing to the Company pursuant to that certain ABL Credit Agreement, dated as of November 5, 2021, among the Company, the other obligors party thereto, the Pre-Petition Lenders, ACF FINCO I LP, as the Pre-Petition Agent, and the other parties thereto (as amended, amended and restated, restated, supplemented or otherwise modified through the Closing Date, the "**Pre-Petition Credit Agreement**").

E. The Pre-Petition Obligations (as hereinafter defined) are secured by a security interest in substantially all of the existing and after-acquired assets of the Company and the other Loan Parties as more fully set forth in the Pre-Petition Loan Documents and such security interest is perfected as described in the Pre-Petition Loan Documents and has priority over other security interests (as described in the Pre-Petition Loan Documents).

F. The Borrowers have requested, and the Lenders have agreed, upon the terms and conditions set forth in this Agreement, to make available to the Company a senior secured super-priority revolving credit facility in an aggregate principal amount not to exceed $55,000,000 in order to (a) repay the Pre-Petition Obligations as provided herein, (b) fund the Chapter 11 Case and the Canadian Recognition Proceedings in accordance with the Approved Budget (subject to the Permitted Variance) and as provided herein, (c) make certain other payments on the Closing Date as more fully provided herein, and (d) provide working capital for the Borrowers and the other Loan Parties during the pendency of the Chapter 11 Case and the Canadian Recognition Proceedings in accordance with the Approved Budget (subject to the Permitted Variance) and as otherwise provided herein.

G. The Borrowers and the other Loan Parties desire to secure the Secured Obligations under the Loan Documents by (i) granting to the Administrative Agent, on behalf of itself and the other Secured Parties, a security interest in and liens upon substantially all of their assets, whether now existing or hereafter acquired, in each instance as more fully set forth in the Loan Documents and in the Financing Order and (ii) in the case of the Canadian Loan Parties, a security interest in and liens being granted or created upon substantially all of their assets, whether now existing or hereafter acquired, in each instance as more fully set forth in the Loan Documents, the Financing Order, and/or the Canadian DIP Recognition Order.

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

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

## ARTICLE 1 DEFINITIONS

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

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

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

"**Account**" means an account as defined in the UCC or the PPSA.

"**Account Debtor**" means any Person who is obligated on an Account, chattel paper, or a general intangible or intangible (as defined in the PPSA).

"**Account Reserve**" means, without duplication of any other reserves or items that are otherwise addressed or excluded through eligibility criteria (including collection/advance rates), such other reserves as the Administrative Agent determines in its Permitted Discretion as being appropriate with respect to the determination of the collectability of Eligible Accounts.

"**ACH**" means automated clearing house transfers.

"**Actual Cash Receipts**" means, for any period of determination, the amount of all cash receipts actually received by the Loan Parties and their Subsidiaries (excluding, for the avoidance of doubt, any borrowings under this Agreement) from the operations of the Loan Parties and their Subsidiaries (including from any Dispositions) during such period which corresponds to the cash receipts aggregated under the heading "[Total Receipts]" in the Approved Budget, as determined in a manner consistent with the Approved Budget.

"**Actual Disbursement Amounts**" means the sum of all disbursements, expenses and payments made by the Loan Parties during the relevant period of determination which corresponds to the disbursements described under the headings "[Total Disbursements]" and "[Total Non-op Disbursements]" in the Approved Budget, as determined in a manner consistent with the Approved Budget.

"**Actual Net Cash Flow**" means, for any period of determination with respect to the Loan Parties and their Subsidiaries, the actual net cash flow of such Loan Parties and Subsidiaries for such period, which corresponds to the line item "[Net Cash Flow]" of the Approved Budget, as determined in a manner consistent with the Approved Budget.

"**Additional Agreement**" has the meaning assigned to such term in Article 8.

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

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

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

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

"**Administrative Questionnaire**" means an Administrative Questionnaire in the form of Exhibit A or any other form approved by 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 the Borrowers or any of their 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 the Borrowers, threatened in writing against or affecting the Borrowers or any of their Subsidiaries or any property of the Borrowers or any of their Subsidiaries.

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

"**Affiliate**" means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. None of the Administrative Agent, any Lender or any of their respective Affiliates shall be considered an Affiliate of Holdings, the Borrowers or any Subsidiary thereof.

"**Agent Advisors**" has the meaning assigned to such term in Section 5.10(b).

"**Aggregate Revolving Commitment**" means, at any time, the aggregate of the Revolving Credit Commitments of all of the Lenders, as increased or reduced from time to time pursuant to the terms and conditions hereof. As of the Closing Date, the Aggregate Revolving Commitment was $55,000,000.

"**Agreed Currency**" means (i) Dollars or (ii) Canadian Dollars.

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

"**ALTA**" means the American Land Title Association.

"**Alternate Base Rate**" means, for any day, a rate per annum equal to the highest of (a) the Federal Funds Rate in effect on such day plus 0.50%, (b) Adjusted Term SOFR for a one-month tenor in effect on such day plus 1.00% and (c) the Prime Rate. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Rate or Adjusted Term SOFR (as calculated above), as the case may be, shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or Adjusted Term SOFR (as calculated above), as the case may be.

"**Anti-Corruption Laws**" means laws, regulations or orders relating to anti-bribery, anti-money laundering or anti-corruption (governmental or commercial); including, without limitation, the FCPA, the UK Bribery Act of 2010, the Corruption of Foreign Public Officials Act (Canada) and the Proceeds of Crime (Money-Laundering) and Terrorist Financing Act (Canada).

"**Applicable Percentage**" means, with respect to any Lender, (a) with respect to Revolving Loans, LC Exposure or Swingline Loans, a percentage equal to a fraction the numerator of which is such Lender's Revolving Credit Commitment and the denominator of which is the Aggregate Revolving Commitment (provided that, if the Revolving Credit Commitments have terminated or expired, the Applicable Percentages shall be determined based upon such Lender's share of the Total Revolving Credit Exposure at that time) and (b) with respect to Protective Advances or with respect to the Total Revolving Credit Exposure, a percentage based upon its share of the Total Revolving Credit Exposure (with the Swingline Exposure of each Lender calculated assuming that all of the Lenders have funded their participations in all Swingline Loans outstanding at such time) and the Unused Revolving Credit Commitments; provided that, in accordance with Section 2.20, so long as any Lender shall be a Defaulting Lender, such Defaulting Lender's Commitment shall be disregarded in the calculations under clauses (a) and (b) above.

"**Applicable Rate**" means for any day, with respect to any Loan, as the case may be, 4.75% per annum in the case of ABR Loans and Canadian Prime Rate Loans and 5.75% per annum in the case of SOFR Loans and CORRA Loans; provided, that, for the avoidance of doubt, no SOFR Loans or CORRA Loans will be available pursuant to this Agreement.

"**Approved Budget**" means the debtor-in-possession four (4) week budget prepared by the Company, in the form of Annex I hereto, and initially furnished to the Administrative Agent on or before the Closing Date and which is approved by, and in form and substance satisfactory to, the Administrative Agent, in its sole discretion, as the same may or shall, as applicable, thereafter be updated, modified and/or supplemented from time to time as provided in Section 5.14 (with any such updated budget to cover a period of thirteen (13) weeks, unless the Administrative Agent otherwise consents to a different time period). The initial Approved Budget shall commence as of the week of August 30, 2026. The Approved Budget shall include a weekly cash budget, including information on a line item basis as to (a) projected cash receipts, including from any Disposition by a Loan Party (corresponding to Budgeted Cash Receipts), (b) projected disbursements (including ordinary course operating expenses, capital expenditures, bankruptcy-related expenses (including professional fees and expenses, budgeted for the Case Professionals and the professionals and the Information Officer retained in connection with the Canadian Recognition Proceedings on a weekly basis), and any other fees and expenses relating to the Loan Documents) (corresponding to Budgeted Disbursement Amounts), (c) projected net cash flow and (d) projected Total Revolving Credit Exposure outstanding (corresponding to Budgeted Total Revolving Credit Exposure), which budget shall be prepared in consultation with the Company Advisors and certified by the Loan

Parties' chief restructuring officer and shall otherwise be in form and substance satisfactory to, and approved by, the Administrative Agent in its sole discretion prior to the Closing Date.

"**Approved Budget Variance Report**" means a weekly report, prepared by the Borrowers (after consultation with the Company Advisors) and provided by the Borrowers to the Administrative Agent in accordance with Section 5.14(d), (a) showing by line item (a) Actual Cash Receipts, (b) Actual Disbursement Amounts, (c) Actual Net Cash Flow, (d) actual total liquidity (including Excess Availability), and (e) actual Total Revolving Credit Exposure, in each case of clause (a) through (d), for the Prior Week, the most recent Cumulative Four-Week Period and the most recent Cumulative Period and, in the case of clause (e), for each day during the Prior Week, noting therein all variances, on a line-item basis, from amounts set forth for such period (or such date, as applicable) in the Approved Budget, and shall include or be accompanied by explanations for all material variances and (b) determining compliance with the covenants set forth in Section 5.14(c). The Approved Budget Variance Report shall be in a form, and shall contain supporting information, satisfactory to the Administrative Agent.

"**Approved Fund**" means, with respect to any Lender, any Person (other than a natural person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities and is administered, advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages such Lender.

"**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.

"**Automatic Stay**" means, the automatic stay imposed under Section 362 of the Bankruptcy Code.

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then removed from the definition of "Interest Period" pursuant to Section 2.13(b)(iv).

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

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

"**Banking Services**" means each and any of the following bank services provided to any Loan Party (a) under any arrangement that is in effect on the Closing Date between such Person and a counterparty that

is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender as of the Closing Date, (b) under any arrangement that is entered into after the Closing Date by such Person with any counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender at the time such arrangement is entered into or (c) under any arrangement between such Loan Party and any other Person from time to time designated in writing by the Borrower Representative to the Administrative Agent in respect of: (i) commercial credit cards, (ii) stored value cards, (iii) purchasing cards, (iv) treasury management, check drawing and automated payment services (including, without limitation, depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services, Society for Worldwide Interbank Financial Telecommunication transfers, cash pooling and operational foreign exchange management) and (v) any arrangements or services similar to any of the foregoing.

"**Banking Services Obligations**" 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, in each case, that has been designated to the Administrative Agent in writing by the Borrower Representative as being a Banking Services Obligation for the purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03, Section 9.10, Section 9.11 and Section 9.13 as if it were a Lender.

"**Bankruptcy Code**" means Title 11 of the U.S. Code (11 U.S.C. § 101 et seq.).

"**Bankruptcy Court**" shall have the meaning assigned to such term in the preliminary statements hereto.

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

"**Benchmark**" means, initially, with respect to any Loan in any Agreed Currency, (i) the Term SOFR Reference Rate with respect to any SOFR Borrowing and (ii) the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be, with respect to any CORRA Borrowing; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate, the Term CORRA Reference Rate, Daily Compounded CORRA or the then-current Benchmark for such Agreed Currency, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.13(b).

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

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for

calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower Representative giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the Agreed Currency at such time.

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

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

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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

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

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

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

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

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

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

"**Benchmark Transition Start Date**" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"**Benchmark Unavailability Period**" means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.13(b) and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.13(b).

"**Bidding Procedures Order**" means that certain Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment and Assumption Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief.

"**Board**" means the Board of Governors of the Federal Reserve System of the U.S.

"**Borrower**" means a U.S. Borrower or a Canadian Borrower, and "Borrowers" means all such Persons collectively.

"**Borrower Representative**" has the meaning assigned to such term in Section 9.25.

"**Borrowing**" means (a) Revolving Loans of the same Type and Class made, converted or continued on the same date and, in the case of CORRA Loans, as to which a single Interest Period is in effect, (b) a Swingline Loan and (c) a Protective Advance.

"**Borrowing Base**" means, as of any date of determination (without duplication of any part thereof), the amount calculated pursuant to the Borrowing Base Certificate most recently delivered to the Administrative Agent in accordance with Section 5.01(d)(i) equal to the sum of:

(a) 90.0% of the face amount of Eligible Accounts and Eligible Credit Card Receivables; plus

(b) 85.0% of the face amount of Eligible Extended Terms Receivables; provided that, at any time during the period of June 1 to September 30 of any calendar year, the amount of the Borrowing Base attributable to Eligible Extended Terms Receivables shall not exceed $10,000,000 (or such greater amount as agreed by the Administrative Agent in its sole discretion); plus

(c) the lesser of (i) 65.0% of the cost (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible Inventory at such time and (ii) 90.0% of the Net Orderly Liquidation Value of Eligible Inventory (it being understood that such determination may be made as to different categories and seasonality of Eligible Inventory based upon the Net Orderly Liquidation Value applicable to such categories) at such time; minus

(d) the amount of all Reserves then established and maintained by the Administrative Agent in its Permitted Discretion upon three (3) Business Days' prior written notice to the Borrower Representative (during which period the Administrative Agent shall be available to discuss any such proposed reserve with the Borrower Representative).

Furthermore, notwithstanding the foregoing, any Eligible Inventory, Eligible Extended Terms Receivables and Eligible Accounts acquired by a Loan Party pursuant to (or owned by a Subsidiary created or acquired in connection with) any permitted Investment shall not be included in the Borrowing Base until such time as the Administrative Agent shall have completed a reasonably satisfactory field examination and inventory appraisal in respect of such Eligible Inventory, Eligible Extended Terms Receivables and Eligible Accounts.

"**Borrowing Base Certificate**" means a certificate substantially in the form attached hereto as Exhibit M.

"**Borrowing Request**" means a written request by a 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 Representative and the Administrative Agent or such other form as shall be reasonably acceptable to the Administrative Agent and the Borrower Representative.

"**Budgeted Cash Receipts**" means, for any period of determination, an amount equal to the sum of the budgeted cash receipts aggregated in the line item "[Total Receipts]" for such period in the Approved Budget.

"**Budgeted Disbursement Amounts**" means, for any period of determination, an amount equal to the sum of the budgeted disbursement amounts aggregated in the line items "[Total Disbursements]" and "[Total Non-op. Disbursements]" for such period in the Approved Budget.

"**Budgeted Total Revolving Credit Exposure**" means, for any period of determination, an amount equal to the sum of the budgeted Total Revolving Credit Exposure aggregated in the line item "[Total Ending Revolver & DIP Balance]" for such period in the Approved Budget.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close or which is a day on which the Administrative Agent is, or is authorized to be, otherwise closed for transacting business with the public; provided that if the applicable Business Day relates to a Loan (including a Swingline Loan) to a Canadian Borrower (whether or not denominated in Canadian Dollars), the term "Business Day" shall also exclude any day on which banks are authorized or required by law to remain closed in Toronto.

"**Canada**" means the country of Canada and any province or territory thereof.

"**Canadian Administration Charge**" means a super priority charge granted by the Canadian Court over the Canadian Collateral to secure payment of the professional fees and disbursements of the Canadian

Debtors' Canadian counsel, the Information Officer and counsel to the Information Officer (in a maximum amount not to exceed CDN$[ ]), as provided for in the Canadian DIP Recognition Order.

"**Canadian Borrower**" means any Canadian Subsidiary of the Company that joins this Agreement as a Borrower in accordance with the terms hereof (in each case, unless removed as a Borrower in accordance with the terms hereof) and "**Canadian Borrowers**" means all of them.

"**Canadian Collateral**" means the Collateral of the Canadian Debtor, and if applicable any future Canadian Loan Party.

"**Canadian Collateral Documents**" means, collectively, the Canadian DIP Recognition Order and any other agreements, instruments and documents governed by Canadian law and/or granting a Lien upon Collateral located or domiciled in Canada as security for payment of the Secured Obligations pursuant to the terms hereof or any other Loan Document, now or hereafter executed by any Canadian Borrower and any other Loan Party delivered to the Administrative Agent.

"**Canadian Court**" has the meaning assigned to such term in the recitals hereto.

"**Canadian D&O Charge**" means a charge granted by the Canadian Court on the Canadian Collateral (in a maximum amount not to exceed CDN$[ ]), securing an indemnity by the Canadian Debtors in favor of their directors and officers against any obligations or liabilities that they may incur as directors and officers of the Canadian Borrower, as provided for in the Canadian DIP Recognition Order.

"**Canadian Debtors**" means Canadian Loan Parties.

"**Canadian Defined Benefit Pension Plan**" means a Canadian Pension Plan that contains a "defined benefit provision" as such term is defined in the Tax Act.

"**Canadian Deposit Account**" means each Deposit Account (other than an Excluded Account) that is maintained at a bank (or a branch thereof) in Canada.

"**Canadian DIP Charge**" means the super priority charge granted by the Canadian Court in the Canadian Recognition Proceedings in favor of the DIP Credit Parties (as defined in the Financing Order) on the Canadian Collateral.

"**Canadian DIP Recognition Order**" means the order of the Canadian Court issued in the Canadian Recognition Proceedings, which, among other things recognizes the Financing Order and grants the Canadian DIP Charge, the Canadian Administration Charge, and the Canadian D&O Charge, which order shall be in form and substance satisfactory to the Administrative Agent, and from which no leave to appeal, appeal or motion to reconsider has been filed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Administrative Agent.

"**Canadian Dollars**" and "**Cdn$**" means dollars in the lawful currency of Canada.

"**Canadian Loan Party**" means the Canadian Borrower and any additional Loan Party organized under the laws of Canada or any province or territory therein.

"**Canadian Multiemployer Plan**" means a Canadian Pension Plan that is a multi-employer or multiemployer plan pursuant to relevant pension legislation in Canada or any province thereof that governs such pension plan or pursuant to the Tax Act.

"**Canadian Pension Plans**" means each "pension plan" or plan subject to, or required to be registered under, any Canadian federal, provincial or territorial law, that is maintained or contributed to by Holdings, the Company or any of their respective Subsidiaries for their employees or former employees or in respect of which Holdings, the Company or any of their respective Subsidiaries has any obligation, including a Canadian Defined Benefit Pension Plan but excluding any Canadian Multiemployer Plan or the following statutory plans: the Canada Pension Plan or the Québec Pension Plan as maintained by the Government of Canada or the Province of Québec, respectively.

"**Canadian Pension Termination Event**" means the (a) failure to make required contributions when due to any Canadian Pension Plan in accordance with its terms and applicable law; (b) withdrawing by any Loan Party from a Canadian Multiemployer Plan; (c) the revocation of the registration under the Tax Act of any Canadian Pension Plan; (d) the voluntary full or partial wind up of a Canadian Pension Plan by any Loan Party or any Subsidiary thereof or initiation of any action or filing to do so; (e) the institution of proceedings by any Governmental Authority to terminate in whole or in part or have a trustee appointed to administer any Canadian Pension Plan; or (f) any other event or condition which might constitute grounds for the termination of, winding up or partial termination of, or the appointment of a trustee to administer, any Canadian Pension Plan; to the extent, in each such case, that such event could reasonably be expected to result in a Material Adverse Effect.

"**Canadian Prime Rate**" means, on any day, the rate determined by the Administrative Agent to be the higher of (a) the rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m. Toronto time on such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Administrative Agent in its reasonable discretion) and (b) Adjusted Term CORRA on such day for an Interest Period of one (1) month plus 1% per annum. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index or Adjusted Term CORRA shall be effective from and including the effective date of such change in the PRIMCAN Index or Adjusted Term CORRA, respectively.

**"Canadian Recognition Proceedings Milestone"** has the meaning assigned to such term in Section 5.16.

"**Canadian Revolving Exposure**" means, at any time, the Dollar Equivalent of the sum of (a) the aggregate principal amount of Revolving Loans made to the Canadian Borrowers or in Canadian Dollars outstanding at such time, plus (b) the aggregate principal amount of Swingline Loans made to the Canadian Borrowers or in Canadian Dollars outstanding at such time, plus (c) the aggregate LC Exposure with respect to Letters of Credit issued for the account of or at the request of a Canadian Borrower at such time, plus (d) the aggregate principal amount of Protective Advances made to the Canadian Borrowers or in Canadian Dollars outstanding at such time.

"**Canadian Sublimit**" means $0, as the same may be increased from time to time in accordance with the terms of this Agreement.

"**Canadian Subsidiary**" means any Subsidiary of the Company that has been formed or is organized under the laws of Canada or any province or territory thereof (other than the Province of Québec).

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, company or unlimited liability company, any and all equivalent ownership interests in a Person (other than a corporation), including 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.

"**Captive Insurance Subsidiary**" means any Subsidiary of the Borrowers that is subject to regulation as an insurance company (or any Subsidiary thereof).

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

"**Carve Out Reserve**" means the "ABL Carve Out Reserve" (as defined in the Financing Order), a reserve established (against the Borrowing Base) by the Administrative Agent, in its discretion, in respect of the Carve Out in accordance with the Financing Order.

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

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

"**Cash**" means money, currency or a credit balance in any demand or Deposit Account (for the avoidance of doubt, and in respect of any financial covenant or ratio, the amount thereof shall be determined in accordance with GAAP).

"**Cash Dominion Period**" means the period commencing on the Closing Date and continuing until the Termination Date.

"**Cash Equivalent Bank**" has the meaning assigned to such term in the definition of "Cash Equivalents".

"**Cash Equivalents**" means, as at any date of determination,

(a) readily marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S. government or (ii) issued by any agency or instrumentalities of the U.S. the obligations of which are backed by the full faith and credit of the U.S., in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(b) readily marketable direct obligations issued by any state of the U.S. or any political subdivision thereof or any public instrumentality thereof, in each case maturing within one year after such date 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 S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(c) commercial paper maturing no more than one year from 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 S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(d) deposits, money market deposits, time deposit accounts, certificates of deposit, or bankers' acceptances (or similar instruments) maturing within one year after such date and issued or accepted by any Lender or by any commercial bank organized under the laws of the U.S., or any state thereof or the District of Columbia that has capital and surplus of not less than $100,000,000 (each Lender and each commercial bank referred to herein as a "**Cash Equivalent Bank**") or, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(e) shares of any money market mutual fund that (i) has substantially all of its assets invested in 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 a rating of at least A-2 from S&P or at least P-2 from Moody's; and

(f) solely with respect to Foreign Subsidiaries, investments of the types and maturities described in clause (a) through (e) above issued, where relevant, by a Cash Equivalent Bank or any commercial bank of recognized international standing chartered in the country where such Foreign Subsidiary is domiciled having unimpaired capital and surplus of at least $500,000,000.

In the case of Investments by any Subsidiary that is not organized under the laws of the U.S., any state thereof or the District of Columbia, Cash Equivalents shall also include (x) investments of the type and maturity described in clauses (a) through (f) above of foreign obligors, which investments or obligors have the ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (y) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (a) through (f) and in this paragraph.

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

"**CCAA**" has the meaning assigned to such term in the preamble hereto.

"**Change in Law**" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.14(b), by any lending office of such Lender or such Issuing Bank or by such Lender's holding company or such Issuing Bank'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 date of this Agreement (other than any such request, guideline or directive to comply with any law, rule or regulation that was in effect on the date of this Agreement). For purposes of this definition and Section 2.14, any such adoption, change or compliance in respect of the Dodd-Frank Wall Street Reform and Consumer Protection Act or the Basel Committee on Banking Supervision pursuant to Basel III, after the Closing Date, shall be included (but solely for such increased costs to the extent the applicable Lender is imposing such charges on other similarly situated borrowers under comparable syndicated credit facilities).

"**Change of Control**" means the earliest to occur of:

(a) the Permitted Holders directly or indirectly ceasing to beneficially own (within the meaning of Rule 13d-3 and Rule 13d-5 under the Exchange Act) Capital Stock representing more than 50.0% of the total voting power of all of the outstanding voting stock of Holdings; or

(b) the Company ceases to be a directly Wholly-Owned Subsidiary of Holdings (or successor of Holdings or Successor Parent Company, if applicable).

"**Chapter 11 Case**" shall have the meaning assigned to such term in the preliminary statements hereto.

"**Chapter 11 Case Milestone**" shall have the meaning assigned to such term in Section 5.15.

"**Class**", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Swingline Loans or other loans or commitments added pursuant to Section 2.22.

"**Closing Date**" means [ ], which is the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

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

"**Collateral**" means any and all property of a Loan Party subject to a Lien under the Collateral Documents and any and all other property of any Loan Party, now existing or hereafter acquired, that is or becomes subject to a Lien pursuant to the Collateral Documents to secure the Secured Obligations.

"**Collateral Access Agreement**" means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, landlord, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in any Loan Party's Collateral or books and records, in each case, in form and substance reasonably satisfactory to the Administrative Agent.

"**Collateral Documents**" means, collectively, the U.S. Collateral Documents and the Canadian Collateral Documents. Unless the Administrative Agent acting in its Permitted Discretion requires any other agreements, instruments and documents, the Financing Order, the Canadian DIP Recognition Order, and the Reaffirmation Agreement shall be the only Collateral Documents required by the Administrative Agent.

"**Commitment**" means, with respect to each Lender, such Lender's Revolving Credit Commitment in effect as of such time.

"**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.).

"**Communications**" has the meaning assigned to such term in Section 9.01(d).

"**Company**" has the meaning assigned to such term in the preamble hereto.

"**Company Advisor**" means (a) Reflect Advisors, in their professional capacity providing services and additional staff to the chief restructuring officer, or any other financial and/or restructuring advisor acceptable to the Administrative Agent, (b) SSG Advisors, LLC, as investment banker to the Loan Parties, or any other investment banker acceptable to the Administrative Agent, (c) a joint venture comprised of SB360 Capital Partners, LLC and Tiger Capital Group, LLC, as the sales consultant to the Loan Parties, or any other sales agent acceptable to the Administrative Agent and (d) A&G Realty Partners, LLC, as real estate consultant to the Loan Parties, or any other real estate consultant acceptable to the Administrative Agent.

"**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.

"**Conforming Changes**" means, with respect to either the use or administration of Term SOFR, the Term CORRA Reference Rate, Daily Compounded CORRA or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Alternate Base Rate," the definition of "Canadian Prime Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "SOFR Index Period," 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 2.15 and other technical, administrative or operational matters) that the Administrative Agent (in consultation with the Borrower Representative) reasonably 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 (in consultation with the Borrower Representative) decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent (in consultation with the Borrower Representative) determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent (in consultation with the Borrower Representative) decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

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

(a) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(b) to advance or supply funds

(i) for the purchase or payment of any such primary obligation, or

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

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

"**Contractual Obligation**" means, as 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.

"**Control Agreement**" means, with respect to any Deposit Account or Securities Account, an agreement among the Administrative Agent, a Loan Party and the applicable bank (with respect to a Deposit Account) or securities intermediary (with respect to a Securities Account), in form and substance reasonably

satisfactory to the Administrative Agent, providing the Administrative Agent with "control" (within the meaning set forth in Section 9-104 or 9-106, as applicable, of the UCC or within the meaning of the PPSA, as the case may be) or dominion of such Deposit Account or Securities Account.

"**Controlled Account**" has the meaning assigned to such term in Section 5.13(a).

"**Controlled Substances Act**" means the federal Controlled Substances Act (21 U.S.C. § 801 et. seq.), as amended, and any regulations promulgated pursuant thereto.

"**CORRA**" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

"**CORRA Borrowing**" means any one or both of a Term CORRA Borrowing and/or a Daily Compounded CORRA Borrowing, as the context may require.

"**CORRA Loans**" means Term CORRA Loans and Daily Compounded CORRA Loans.

"**Credit Card Agreements**" means all agreements now or hereafter entered into by any Borrower with any Credit Card Issuer or any Credit Card Processor (in each case, in such capacity), or with any other Person for the processing and/or payment of the proceeds of any Credit Card Receivables, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"**Credit Card Issuer**" means any Person (other than a Borrower) that issues or the members of which issue credit cards or debit cards, including, without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or through American Express Travel Related Services Company, Inc. and Discover Financial Services, Inc.

"**Credit Card Notification**" means, collectively, the notices to Credit Card Issuers or Credit Card Processors that are parties to Credit Card Agreements delivered by a Borrower in a form reasonably satisfactory to the Administrative Agent, and which Credit Card Notifications shall notify such Credit Card Issuer of Credit Card Processor of the Administrative Agent's First Priority security interest in the monies due and to become due to such Borrower (including, without limitation, credits and reserves) under the applicable Credit Card Agreement between such Borrower and Credit Card Issuer or Credit Card Processor, and agreeing to transfer all such amounts to an account of the Administrative Agent in accordance with Section 5.13(d) hereof, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"**Credit Card Processor**" means any servicing or processing agent or any factor or financial intermediary that facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrowers' sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

"**Credit Card Receivables**" means all present and future rights of any Borrower to payment from any Credit Card Issuer, Credit Card Processor or other third party in connection with the sale or transfer of Accounts arising pursuant to the sale of goods or rendition of services to customers that have purchased such goods or services using a credit card or a debit card, including, but not limited to, all amounts at any time due or to become due from any Credit Card Issuer or Credit Card Processor under the Credit Card Agreements or otherwise, in each case above calculated net of prevailing interchange charges.

"**Credit Extension**" means each of (a) the making of a Revolving Loan or (b) the issuance, amendment, modification, renewal or extension of any Letter of Credit (other than any such amendment, modification, renewal or extension that does not increase the Stated Amount of the relevant Letter of Credit).

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

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

"**Daily Compounded CORRA**" means, for any day (a "**Daily Compounded CORRA Rate Day**"), a rate per annum equal to CORRA for the day (such day, the "**Daily Compounded CORRA Determination Day**") that is five (5) Business Days prior to (i) if such Daily Compounded CORRA Rate Day is a Business Day, such Daily Compounded CORRA Rate Day or (ii) if such Daily Compounded CORRA Rate Day is not a Business Day, the Business Day immediately preceding such Daily Compounded CORRA Rate Day, in each case, as CORRA is published by the administrator; provided, however, that if as of 5:00 p.m. (Toronto time) on any Daily Compounded CORRA Determination Day, CORRA for the applicable tenor has not been published by the administrator and a Benchmark Replacement Date with respect to Daily Compounded CORRA has not occurred, then Daily Compounded CORRA will be CORRA as published by the administrator on the first preceding Business Day for which CORRA was published by the administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Daily Compounded CORRA Determination Day.

"**Daily Compounded CORRA Adjustment**" means a percentage equal to 0.29547% (29.547 basis points) per annum for an Interest Period of one-month's duration.

"**Daily Compounded CORRA Borrowing**" means, as to any Borrowing, the Daily Compounded CORRA Loans comprising such Borrowing.

"**Daily Compounded CORRA Loan**" means a Loan that bears interest at a rate based on Adjusted Daily Compounded CORRA.

"**Debtor Relief Laws**" means the Bankruptcy Code of the U.S., the Bankruptcy and Insolvency Act (Canada), the CCAA, the Winding-up and Restructuring Act (Canada) 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 U.S., Canada or other applicable jurisdictions (including corporate laws of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it) 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.

"**Defaulting Lender**" means any Lender that has (a) defaulted in its obligations under this Agreement, including without limitation, to make a Loan or to fund its participation in a Letter of Credit or Swingline Loan required to be made or funded by it hereunder, in each case, within two (2) Business Days in the case of the making of a Loan and three Business Days of the date such other obligation arose or such Letter of Credit, (b) notified the Administrative Agent, any Issuing Bank or a Loan Party in writing that it

does not intend to satisfy any such obligation or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit generally, (c) failed, within three Business Days after the request of Administrative Agent or the Borrower Representative, to confirm in writing that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent, (d) on or after the Closing Date, become (or any parent company thereof has become) insolvent or been determined by any Governmental Authority having regulatory authority over such Person or its assets, to be insolvent, or the assets or management of which has been taken over by any Governmental Authority, (e) on or after the Closing Date, become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, receiver and manager, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment or (f) become the subject of a Bail-In Action, unless in the case of any Revolving Lender subject to clauses (d) or (e) above, the Borrower Representative, the Administrative Agent and each Issuing Bank shall each have determined that such Lender intends, and has all approvals required to enable it (in form and substance satisfactory to each of the Borrower Representative, the Administrative Agent and each Issuing Bank), to continue to perform its obligations as a Revolving Lender hereunder; provided that a Revolving Lender shall not be deemed to be a Defaulting Lender solely by virtue of the ownership or acquisition of any Capital Stock in such Lender or its parent by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the U.S. or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

"**Deposit Account**" means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union, trust company 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 or 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, members of management, managers or consultants of Holdings or its subsidiaries shall be a Derivative Transaction.

"**Disposition**" or "**Dispose**" means the sale, lease, sublease, or other disposition of any property of any Person.

"**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 Stated Revolving Credit 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 Stated Revolving Credit Maturity Date at the time such Capital Stock is issued, (iii) contains any mandatory 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 Stated Revolving Credit Maturity Date at the time such Capital Stock is issued; provided that (x) 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 or a Disposition occurring prior to 91 days following the Stated Revolving Credit Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that the issuer thereof will not redeem any such Capital Stock pursuant to such provisions prior to the Termination Date and (y) for purposes of clause (i) through (iv) above, it is understood and agreed that if any such maturity, redemption, conversion, exchange, repurchase obligation or scheduled payment is in part, only such part coming into effect prior to, in the case of clauses (i), (ii) and (iv) above, the date that is 91 days following the Stated Revolving Credit Maturity Date and, in the case of clause (iii) above, prior to the Termination Date, shall constitute Disqualified Capital Stock.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued to any plan for the benefit of directors, officers, employees, members of management, managers or consultants or by any such plan to such directors, officers, employees, members of management, managers or consultants, in each case in the ordinary course of business of the Company 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, manager, member of management or consultant (or their respective Affiliates or Immediate Family Members) of the Company (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.

"**Division**" has the meaning assigned to such term in Section 1.10.

"**Dollar Equivalent**" means, for any amount, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in Canadian Dollars, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of Dollars with Canadian Dollars last provided (either by publication or otherwise provided to the Administrative Agent by Reuters on the Business Day (New York City time), immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Dollars with Canadian Dollars, as provided by the Bank of Canada at the close of business on the previous Business Day or such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion)) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent in accordance with Section 1.07.

"**Dollars**" or "**$**" refers to lawful money of the U.S.

"**Domestic Subsidiary**" means any Subsidiary incorporated or organized under the laws of the U.S. or 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 of the member states of the European Union, Iceland, Liechtenstein, and Norway.

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

"**Eligible Accounts**" means those Accounts created by a Borrower in the ordinary course of its business, that arise out of its sale of goods or rendition of services in the United States or Canada that have been acknowledged as accepted by the applicable Account Debtor, that comply with each of the representations and warranties with respect to Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth in clauses (a) through (x) below; provided, that any Eligible Accounts included in any Borrowing Base may be adjusted from time to time by the Administrative Agent in the Administrative Agent's Permitted Discretion upon not less than three (3) Business Days' prior written notice to the Borrower Representative. In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits, unapplied cash, Taxes, discounts, credits, allowances, warranty accruals and rebates. Eligible Accounts shall not include the following:

(a) (i) Accounts that are due more than 120 days after the original invoice date therefor or (ii) Accounts that are unpaid more than (1) 60 days after the original due date therefor or (2) 180 days after the original invoice date therefor,

(b) Accounts owed by an Account Debtor (or its Affiliates) where 50.0% or more of all Accounts owed by that Account Debtor (or its Affiliates) are either deemed ineligible (i) under clause (a) above or (ii) to the extent any such Accounts are Eligible Extended Terms Receivables, pursuant to the proviso in the definition thereof,

(c) Accounts with respect to which the Account Debtor is an Affiliate of a Borrower or an employee or agent of a Borrower or any Affiliate of a Borrower,

(d) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale-and-return, a sale on approval, a bill and hold, cash-on-delivery or any other repurchase or return basis or any other terms by reason of which the payment by the Account Debtor may be conditional,

(e) Accounts that are not payable in Dollars or Canadian Dollars,

(f) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States or Canada, or (ii) is not organized under the laws of the United States or any state thereof or Canada or any province or territory thereof, except, in the case of clauses (i) or (ii), Accounts related to sales on letter of credit, guaranty or acceptance terms, in each case acceptable to the Administrative Agent in its Permitted Discretion or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof,

(g) Accounts of a Borrower with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which such Borrower has complied, to the reasonable satisfaction of the Administrative Agent, with the Assignment of Claims Act, 31 USC §3727), (ii) any state of the United States or (iii) the Canadian government or any department, agency or instrumentality thereof, any province or territory of Canada or any Governmental Authority unless the applicable Borrower has complied, to the reasonable satisfaction of the Administrative Agent, with the Financial Administration Act (Canada), as amended, as applicable, or has otherwise complied with other equivalent applicable statutes or ordinances,

(h) Accounts with respect to which the Account Debtor is a creditor of a Borrower, has or has asserted a right of recoupment or setoff, or has disputed its obligation to pay all or any portion of the Account or has repaid only a portion of the Account, but only to the extent of such claim, right of recoupment or setoff, or dispute,

(i) Accounts (including, for the avoidance of doubt, Eligible Extended Terms Receivables) with respect to an Account Debtor whose total obligations owing to a Borrower exceed 20% of all Eligible Accounts and Eligible Extended Terms Receivables, to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided that, if the Account Debtor is Amazon.com, Inc., the foregoing threshold shall be increased to 30%; provided, further, that, in each case, the amount of Eligible Accounts and/or Eligible Extended Terms Receivables that are excluded because they exceed the foregoing percentages shall be determined by the Administrative Agent based on all of the otherwise Eligible Accounts and Eligible Extended Terms Receivables prior to giving effect to any eliminations based upon the foregoing concentration limit,

(j) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not solvent, has gone out of business, or as to which a Borrower has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor,

(k) Accounts that are not subject to a First Priority perfected security interest in favor of the Administrative Agent,

(l) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor (it being understood, for the avoidance of doubt for this clause (l) that issuance of a debit memorandum shall not constitute billing), or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor,

(m) Accounts with respect to which the applicable Borrower has knowledge that such Account Debtor is a Sanctioned Person,

(n) Accounts that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by a Borrower of the subject contract for goods or services,

(o) Accounts with respect to which the goods or services covered thereby were shipped to the Account Debtor or performed for the Account Debtor, as applicable, after the date of the invoice giving rise to such Account,

(p) Accounts consisting of a sale to an Account Debtor (i) on any billing in advance of shipment or other "pre-billing" basis, or (ii) under any payment plan, scheduled installment plan, or other extended payment terms basis (for the avoidance of doubt, other than any Eligible Extended Terms Receivables),

(q) Accounts evidenced by chattel paper or an instrument of any kind which has not been assigned or endorsed and delivered to the Administrative Agent, or Accounts that have been reduced to judgment,

(r) Accounts that are not a true and correct statement of bona fide indebtedness incurred in the amount of the Account for merchandise sold to or services rendered and accepted by the applicable Account Debtor,

(s) Accounts that have been redated, extended, compromised, settled or otherwise modified or discounted, except discounts or modifications that are granted by a Borrower in the ordinary course of business and that are reflected in the calculation of the Borrowing Base,

(t) Accounts with respect to which the Account Debtor shall have returned the merchandise purchased giving rise to such Account or any Accounts that are billed back to the Account Debtor,

(u) the portion, if any, of any Account that includes a billing for interest, fees or late charges,

(v) Accounts with respect to which the Account Debtor is a vendor of a Loan Party (but solely to the extent such Accounts relate to the return of product to a supplier), or

(w) Accounts constituting Credit Card Receivables.

"**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 (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), or (ii) the Investors, Holdings, the Borrowers and their Subsidiaries or any of their respective Affiliates.

"**Eligible Credit Card Receivables**" means those Credit Card Receivables created by a Borrower in the ordinary course of its business, that arise out of its sale of goods or rendition of services in the United States or Canada and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below. Credit Card Receivables shall not include the following:

(a) Credit Card Receivables that are unpaid more than five (5) Business Days after the date of the sale of Inventory giving rise to such Credit Card Receivables,

(b) Credit Card Receivables with respect to which the Credit Card Issuer or Credit Card Processor obligated in respect thereof has asserted a counterclaim, defense or dispute against such Credit Card Receivables (other than customary set-offs to fees and chargebacks consistent with the practices of such Credit Card Issuer or Credit Card Processor with such Borrower from time to time); provided that the

portion of the Credit Card Receivables owing by such Credit Card Issuer or Credit Card Processor in excess of the amount owing by such Borrower to such Credit Card Issuer or Credit Card Processor pursuant to such fees and chargebacks shall be deemed Eligible Credit Card Receivables,

(c) Credit Card Receivables with respect to which the Credit Card Issuer or Credit Card Processor obligated in respect thereof has set off against amounts otherwise payable by such Credit Card Issuer or Credit Card Processor to such Borrower for the purpose of establishing a reserve or collateral for obligations of such Borrower to such Credit Card Issuer or Credit Card Processor (other than customary set-offs and chargebacks consistent with the practices of such Credit Card Issuer or Credit Card Processor from time to time); provided that the portion of the Credit Card Receivables owing by such Credit Card Issuer or Credit Card Processor in excess of the set-off amounts shall be deemed Eligible Credit Card Receivables,

(d) Credit Card Receivables that (i) are not owned by a Borrower or such Borrower does not have good, valid and marketable title to such Credit Card Receivables or (ii) are not subject to a First Priority perfected security interest in favor of the Administrative Agent,

(e) Credit Card Receivables with respect to which the Credit Card Issuer or Credit Card Processor obligated in respect thereof is subject to any voluntary or involuntary proceeding under any Debtor Relief Law,

(f) Credit Card Receivables with respect to which an event of default has occurred under the applicable Credit Card Agreement with the Credit Card Issuer or Credit Card Processor that has issued the credit card or debit card or handles payments under the credit card or debit card used in the sale which gave rise to such Credit Card Receivables, which event of default gives such Credit Card Issuer or Credit Card Processor the right to cease or suspend payments to such Borrower,

(g) Credit Card Receivables with respect to which, based upon the results of the most recent field exam conducted in accordance with Section 5.06(b), the customer using the credit card or debit card giving rise to such Credit Card Receivable shall have returned the merchandise purchased giving rise to such Credit Card Receivable,

(h) Credit Card Receivables that are not subject to Credit Card Notifications,

(i) with respect to which the Credit Card Processor is not organized or does not have its principal offices or assets within the United States or Canada,

(j) Credit Card Receivables that are evidenced by chattel paper or an instrument of any kind, or have been reduced to judgment, or

(k) in the case of a Credit Card Receivable due from a Credit Card Processor, the Administrative Agent has notified the Borrower Representative that the Administrative Agent has determined in its Permitted Discretion that such Credit Card Receivable is unlikely to be collected.

"**Eligible Extended Terms Receivables**" means an Account of a Borrower that meets all the criteria for an Eligible Account other than the exclusion in clause (a) of such definition; provided that such Account shall not be an Eligible Extended Terms Receivable if: (i) it is unpaid more than two hundred forty (240) days after the original invoice date or (ii) it is due or unpaid more than sixty (60) days after the original due date.

"**Eligible In-Transit Inventory Sublimit**" means $0.

"**Eligible Inventory**" means Inventory of a Borrower, that complies with each of the representations and warranties respecting Eligible Inventory made in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, that any Eligible Accounts included in any Borrowing Base may be adjusted from time to time by the Administrative Agent in the Administrative Agent's Permitted Discretion upon not less than three (3) Business Days' prior written notice to the Borrower Representative. In determining the amount to be so included, Inventory shall be valued at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices. An item of Inventory shall not be included in Eligible Inventory if:

(a) such Borrower does not have good, valid, and marketable title thereto,

(b) such Borrower does not have actual and exclusive possession thereof (either directly or through a bailee or agent of such Borrower),

(c) it is not located at one of the locations in the continental United States or Canada (other than the Province of Québec) set forth on Schedule E-1 or in-transit from one such location to another such location; provided that Inventory in transit may be included as Eligible Inventory in an aggregate amount not to exceed the Eligible In-Transit Inventory Sublimit, so long as

(i) title and risk of loss with respect to such Inventory has passed to such Borrower on or before such date,

(ii) such Inventory is insured to the full value thereof by any Borrower, and

(iii) such Inventory is subject to a bill of lading and the Administrative Agent has in its possession (1) all tangible negotiable bills of lading and (2) all non-negotiable bills of lading issued in the Administrative Agent's name,

(d) it consists of consumer goods (as defined in the PPSA),

(e) it is located on real property leased by such Borrower or in a contract warehouse, in each case, with Inventory in excess of $2,500,000, unless either (i) it is subject to a Collateral Access Agreement executed by the lessor or warehouseman, as the case may be, and unless it is segregated or otherwise separately identifiable from goods of others, if any, stored on the premises, or (ii) the Administrative Agent has established a Rent Reserve with respect to such location,

(f) it is the subject of a bill of lading or other document of title other than in accordance with clause (c)(iii) above,

(g) it is not subject to a First Priority perfected security interest in favor of the Administrative Agent,

(h) it consists of goods that are obsolete or Slow-Moving Inventory, restrictive or custom items, work-in-process, raw materials, or goods that constitute spare parts, packaging and shipping materials, supplies used or consumed in such Borrower's business, promotional products, bill and hold goods, defective goods, unmerchantable, used, unfit for sale, "seconds," Inventory that is quarantined from such Borrower's general Inventory population, close-out items, private label Inventory or Inventory acquired or sold on consignment; provided that raw materials shall not be deemed ineligible under this clause (h) to the extent the most recent inventory appraisal delivered to the Administrative Agent pursuant to Section 5.06(b) ascribes a value thereto,

(i) it is produced in violation of the Fair Labor Standards Act, the Employment Standards Act, 2000 (Ontario) or any other applicable law, and subject to the "hot goods" provisions contained in Title 29 U.S.C. §215,

(j) it is represented or covered by any certificate of title, instrument, document or chattel paper, a Borrower is not the sole owner of each such certificate of title, instrument, document or chattel paper (in the possession of such Borrower), or it has been sold, assigned or otherwise transferred,

(k) it is subject to a Lien (other than a Permitted Lien); provided, that with respect to any Inventory subject to Liens permitted pursuant to Section 6.02(l) in favor of Premier Horticulture Inc. and Allied Packaging Corporation, such Inventory shall not be included in Eligible Inventory, unless such Liens are subordinated to the Administrative Agent's security interest pursuant to the terms of a subordination agreement satisfactory to the Administrative Agent in its Permitted Discretion,

(l) it is located at any site where the aggregate book value of Inventory at such location is less than $50,000,

(m) it is damaged and/or defective,

(n) it consists of samples, labels, and other similar non-merchandise categories not sold in the ordinary course of such Borrower's business,

(o) it is not in material compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale,

(p) it is not insured in compliance with this Agreement,

(q) it has been sold but not yet delivered or as to which any Borrower has accepted a deposit, or

(r) it is subject to any licensing or royalty agreement (including those agreements regarding the use or ownership of intellectual property) with any third party from which any Borrower or any of its Subsidiaries has received notice of a dispute in respect of any such agreement (but ineligibility shall be limited to the amount of such dispute) and such dispute limits, conditions or restricts such Borrower's right to sell or otherwise dispose of such Inventory.

"**Environmental Claim**" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (b) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity; or (c) in connection with any actual or alleged damage, injury, threat or harm to natural resources or the environment by any Hazardous Material.

"**Environmental Laws**" means any and all applicable current foreign or domestic, federal, provincial, municipal or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations, or any other applicable requirements of Governmental Authorities having the force and effect of law and the common law relating to (a) pollution or protection of the environment, including any Hazardous Materials Activity; or (b) the generation, use, storage, transportation or disposal of or exposure to Hazardous Materials, in any manner applicable to the Borrowers or any of their Subsidiaries or any Facility.

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

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

"**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 and (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 and 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 with respect to any Pension Plan, or a determination that a Pension Plan is in "at risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) or Section 302 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 any Borrower, 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 such Borrower or any of its Subsidiaries pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan, or the appointment of a trustee to administer any Pension Plan; (f) the imposition of liability on any Borrower or any of its Subsidiaries pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) of any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates from any Multiemployer Plan, a determination that a Multiemployer Plan is in "endangered status" or "critical status" (as defined in Section 305(b) of ERISA), or the receipt by any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in insolvency pursuant to Section 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 any Borrower or any of its Subsidiaries of fines, penalties, excise taxes or related charges under Chapter 43 of the Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Pension Plan; or (i) the incurrence of liability or the imposition of a Lien on the assets of any Borrower or any of its Subsidiaries pursuant to Section 436 or 430(k) of the Code or pursuant to ERISA with respect to any Pension Plan, other than for PBGC premiums due but not delinquent.

"**Erroneous Payment**" has the meaning assigned to such term in Section 9.21.

"**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.

"**Excess Availability**" means, as of any date of determination (a) the lesser of an amount equal to (i) the Aggregate Revolving Commitment and (ii) the Borrowing Base as of such date (based upon the most

recent Borrowing Base Certificate delivered by the Borrower Representative to the Administrative Agent, as adjusted by the Administrative Agent for Reserves established by the Administrative Agent from time to time), minus (b) the Total Revolving Credit Exposure as of such date.

"**Exchange Act**" means the Securities Exchange Act of 1934 and the rules and regulations of the SEC promulgated thereunder.

"**Excluded Accounts**" shall mean any deposit account or securities account (i) that is used for the sole purpose of making payroll and withholding tax payments related thereto and other employee wage and benefit payments and accrued and unpaid employee compensation (including salaries, wages, benefits and expense reimbursements), (ii) that is used for the sole purpose of paying taxes, including sales taxes, (iii) that is a zero balance disbursement account, (iv) [reserved], or (v) that is a trust account, escrow account, fiduciary account or governmental receivables account.

"**Excluded Hedging Obligation**" means, with respect to any Loan Guarantor, any Hedging Obligation if, and to the extent that, all or a portion of the Loan Guaranty of such Loan Guarantor of, or the grant by such Loan Guarantor of a Lien to secure, such Hedging Obligation (or any Loan Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Loan Guaranty of such Loan Guarantor or the grant of such security interest becomes effective with respect to such Hedging Obligation; provided, that with the written consent of the Borrower Representative, a given Excluded Hedging Obligation (determined as provided above without regard to this proviso) may be excluded from this definition. If a Hedging Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Hedging Obligation that is attributable to swaps for which such Loan Guaranty or security interest is or becomes illegal.

"**Excluded Subsidiary**" means (a) IGC Horticultural Services, LLC, (b) [reserved], (c) any Subsidiary that is prohibited or restricted by law, rule, regulation or contractual obligations existing on the Closing Date or at the time of acquisition thereof after the Closing Date (and such contractual obligation was not entered into in contemplation hereof) from providing a Loan Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization to provide such Loan Guaranty (unless such consent, approval, license or authorization has been received), (d) any not-for-profit Subsidiary, (e) any Captive Insurance Subsidiaries, (f) [reserved], (g) any FSHCO, (h) any direct or indirect Domestic Subsidiary of a Foreign Subsidiary (other than a Canadian Borrower) or FSHCO, (i) any subsidiary for which the provision of a Loan Guaranty would result in material adverse tax consequences (as reasonably determined by the Borrower Representative), and (j) any Foreign Subsidiary, other than any Canadian Borrower.

"**Excluded Taxes**" means, with respect to the Administrative Agent, any Lender or Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of the Borrowers or any other Loan Party hereunder, (a) Taxes imposed on (or measured by) its net income (however denominated), franchise Taxes, and branch profits taxes, in each case, (i) by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, (c) any Tax imposed as a result of a failure by the Administrative Agent, a Lender or an Issuing Bank to comply with Section 2.16(f) and (d) any U.S. withholding tax under FATCA and (e) any

Canadian withholding Taxes resulting from (A) a Lender not dealing at arm's length within the meaning of the Tax Act with a Loan Party, (B) such Lender being, or not dealing at arm's length with, a "specified shareholder" within the meaning of subsection 18(5) of the Tax Act of a Loan Party or (C) a Loan Party being a "specified entity" pursuant to paragraph (b) of the definition thereof (as defined in subsection 18.4(1) of the Tax Act) in respect of a Lender, except, in the case of (A) or (B) above, where the non-arm's length relationship arises, or the Lender was a specified shareholder or was dealing non-arm's length with a specified shareholder, solely on account of such Lender having executed, delivered, become party to, performed obligations or received payments under, received or perfected a Lien or engaged in any other transaction pursuant to, or enforced or sold or assigned an interest in, any Loan or Loan Document.

"**Facility**" means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or, except with respect to Articles 5 and 6, heretofore owned, leased, operated or used by the Borrowers or any of their Subsidiaries or any of their respective predecessors or Affiliates.

"**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 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 intergovernmental agreements and fiscal or regulatory legislation, rules, practices or official interpretations adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities entered into in connection with the implementation of such Sections of the Code.

"**Federal Funds Rate**" means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate. If no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) as quoted to the Administrative Agent by three (3) federal funds brokers of recognized standing selected by it in good faith.

"**Fee Letters**" means, collectively, (a) that certain Fee Letter, dated as of the Closing Date, by and among the Company and the Administrative Agent and (b) that certain Agent Fee Letter, dated as of the Closing Date, by and among the Company and the Administrative Agent.

"**Final Financing Order**" means, the order of the Bankruptcy Court entered in the Chapter 11 Case after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be in form and substance satisfactory to the Administrative Agent, and from which no appeal or motion to reconsider has been filed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Administrative Agent.

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

"**Finance 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 is required to be, accounted for as a finance lease on the balance sheet of that Person.

"**Finance Lease Obligation**" means, at the time any determination thereof is to be made, the amount of the liability in respect of a Finance 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; provided that Finance Lease Obligations shall, for the avoidance of doubt, exclude all Non-Finance Lease Obligations.

"**Financial Officer**" of any Person means the chief financial officer, the chief executive officer, the treasurer, any assistant treasurer, any vice president of finance or the controller of such Person or any officer with substantially equivalent responsibilities of any of the foregoing.

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

"**First Priority**" means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is senior in priority to any other Lien to which such Collateral is subject, other than (a) any Permitted Prior Lien and (b) subject to the Term Loan Intercreditor Agreement with respect to the Term Priority Collateral only, the Liens of the Term Loan Agent securing the Term Loan Obligations.

"**Fiscal Year**" means each period of fifty-two (or fifty-three) weeks ending on June 30th of each calendar year.

"**Floor**" means a rate of interest equal to 0.50% per annum.

"**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.

"**FSHCO**" means any Subsidiary (a) substantially all of the assets of which consist of Capital Stock or Indebtedness of one or more Foreign Subsidiaries (other than any Canadian Borrower) or other FSHCOs or (b) that is treated as a disregarded entity for U.S. federal income tax purposes that holds the Capital Stock of one or more Foreign Subsidiaries (other than any Canadian Borrower) or other FSHCOs.

"**Funding Account**" has the meaning assigned to such term in Section 2.03(g).

"**GAAP**" means generally accepted accounting principles in the U.S. in effect and applicable to the accounting period in respect of which reference to GAAP is being made, subject to the provisions of Section 1.04.

"**Governmental Authority**" means any federal, state, municipal, national, provincial or other government, governmental department, commission, board, bureau, court, central bank, 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, province or locality of the U.S., the U.S. or a foreign entity or 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

or other monetary obligation of any other Person (the "**Primary Obligor**") in any manner and including any obligation of the Guarantor, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation, (e) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) secured by any Lien on any assets of such Guarantor securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Guarantor (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term "Guarantee" shall not include endorsements for collection or deposit in 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, Disposition or other transaction 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**" has the meaning assigned to such term in the definition of "Guarantee".

"**Guarantor Percentage**" has the meaning assigned to such term in Section 10.10.

"**Hazardous Materials**" means any chemical, material, substance or waste, or any constituent thereof, the exposure to, or Release of, which is prohibited, limited or regulated by any Environmental Law or any Governmental Authority due to its dangerous or deleterious properties or characteristics.

"**Hazardous Materials Activity**" means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Material, including the use, manufacture, possession, storage, holding, presence, existence, location, 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**" means any agreement with respect to any Derivative Transaction between any Loan Party 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 accounting standards within the meaning of the IAS Regulation 1606/2002, as in effect from time to time (subject to the provisions of Section 1.04), to the extent applicable to the relevant financial statements.

"**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, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships), any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals, such individual's estate (or an executor, administrator, heir or legatee, in each case, acting on their behalf) 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,

(1) any indebtedness of such Person (a) in respect of indebtedness for borrowed money and that portion of obligations with respect to a Finance Lease that is properly classified as a liability on the balance sheet in accordance with GAAP, (b) 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 or (c) representing all or any part of the deferred purchase price of property or services (accrued expenses and trade accounts payable in the ordinary course of business (including on an inter-company basis) not more than 60 days past due),

(2) the face amount of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings,

(3) all obligations of such Person in respect of any Disqualified Capital Stock,

(4) all net obligations of such Person in respect of any Derivative Transaction, including any Hedge Agreement, whether or not entered into for hedging or speculative purposes,

(5) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the obligations of the type referred to in clause (1) through (4) above of another Person (whether or not such items would appear upon the balance sheet of such obligor or guarantor), other than by endorsement of negotiable instruments for collection in the ordinary course of business, and

(6) to the extent not otherwise included, the obligations of the type referred to in clause (1) through (4) above of another Person secured by a Lien on any asset owned by such Person, whether or not such Indebtedness is assumed by such Person (provided that the amount of Indebtedness of any Person for purposes of this clause (6) 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);

provided that notwithstanding the foregoing, Indebtedness shall be deemed not to include:

(i) [reserved],

(ii) accrued expenses,

(iii) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy warrants or other unperformed obligations of the seller of such asset,

(iv) [reserved],

(v) asset retirement obligations and obligations in respect of reclamation and workers compensation (including pensions and retiree medical care), and

(vi) Non-Finance Lease Obligations;

provided, further, that, notwithstanding anything herein to the contrary, the term "Indebtedness" shall not include, and shall be calculated without giving effect to, the effects of 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. For the avoidance of doubt, Indebtedness shall exclude ordinary course intercompany payables among a Borrower and its Subsidiaries.

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

"**Indemnitee**" has the meaning set forth in Section 9.03(b).

"**Information**" has the meaning set forth in Section 3.11.

**"Information Officer"** means the information officer appointed by the Canadian Court in the Canadian Recognition Proceedings.

"**Insolvency Proceeding**" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other Debtor Relief Law.

"**Intercompany Note**" means that certain intercompany note in the form of Exhibit K to the Pre-Petition Credit Agreement, dated as of November 5, 2021, among the Company and its Subsidiaries.

"**Interest Election Request**" means a written request by the Borrower Representative 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 2.07.

"**Interest Payment Date**" means (a) with respect to any ABR Loan (other than a Swingline Loan), Canadian Prime Rate Loan or SOFR Loan, the first Business Day of each month and the Revolving Credit Maturity Date and (b) with respect to any CORRA Loan, the first Business Day following the end of the Interest Period applicable to the Borrowing of which such Loan is a part and the Revolving Credit Maturity Date.

"**Interest Period**" means, with respect to (a) any Term CORRA Borrowing, the period commencing on the date of such Term CORRA Borrowing and ending on and excluding the last day of the numerically corresponding day in the calendar month that is one (1) or three (3) months thereafter (in each case, subject to the availability thereof) as the Borrower Representative may elect, and thereafter, each successive period (subject to availability) of approximately one (1) month or three (3) months, as selected by the Borrower Representative and as notified to the Administrative Agent, in writing commencing on and including the last day of the prior Interest Period; and (b) any Daily Compounded CORRA Borrowing, the period commencing on the date of such Daily Compounded CORRA Borrowing and ending on and excluding the last day of the numerically corresponding day in the calendar month that is approximately one (1) month thereafter (subject to the availability thereof) (provided that a Daily Compounded CORRA

Borrowing shall be limited to a one (1) month tenor), as the Borrower Representative may elect, and thereafter, each successive period (subject to availability) of approximately one (1) month commencing on and including the last day of the prior Interest Period; provided that (i) in the case of a rollover, the last day of each Interest Period shall also be the first day of the next Interest Period, (ii) the last day of each Interest Period shall be a Business Day and if not, the Borrower Representative shall be deemed to have selected an Interest Period the last day of which is the first Business Day following the last day of the Interest Period selected by the Borrower Representative, unless such first Business Day is in a succeeding calendar month, in which case, the last day of such Interest Period shall be the immediately preceding Business Day, (iii) no Interest Period shall extend past the maturity date applicable to such Loan and (iv) no tenor that has been removed from this definition pursuant to Section 2.13 shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"**Interim Financing Order**" means the order of the Bankruptcy Court entered in the Chapter 11 Case after an interim hearing, substantially in the form attached hereto as Exhibit O and/or otherwise in form and substance satisfactory to the Administrative Agent, together with all extensions, modifications, and amendments thereto in form and substance satisfactory the Administrative Agent.

"**Inventory**" means any inventory as defined in the UCC or the PPSA.

"**Inventory Reserve**" means, without duplication of any other reserves or items that are otherwise addressed or excluded through eligibility criteria (including collection/advance rates) or the definition of "Net Orderly Liquidation Value", such other reserves as the Administrative Agent determines in its Permitted Discretion as being appropriate with respect to the value or saleability of Inventory.

"**Investment**" means (a) any purchase or other acquisition by a Person or any of its subsidiaries of, or of a beneficial interest in, any of the Securities of any other Person (other than the Borrowers or a Subsidiary Guarantor), (b) the acquisition by purchase or otherwise (other than purchases or other acquisitions of inventory, materials, supplies and/or 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 or capital contribution by any Borrower or any of its Subsidiaries to any other Person (other than any Borrower or any Subsidiary Guarantor). 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).

"**Investors**" means (a) the Sponsor and (b) the Management Investors.

"**IP Rights**" has the meaning assigned to such term in Section 3.05(b).

"**IRS**" means the U.S. Internal Revenue Service.

"**Issuing Bank**" means as the context may require, (a) the Administrative Agent (or its designee) and/or (b) any Lender reasonably satisfactory to the Administrative Agent and the Borrower Representative, which has agreed to act as Issuing Bank hereunder. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates or branches of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate or branch with respect to Letters of Credit issued by

such Affiliate or branch and for all purposes of the Loan Documents. References herein and in the other Loan Documents to Issuing Banks shall be deemed to refer to the Issuing Bank in respect of the applicable Letter of Credit or to all Issuing Banks, as the context requires.

"**Joinder Agreement**" means a Joinder Agreement in the form of Exhibit D.

"**LC Collateral Account**" has the meaning assigned to such term in Section 2.05(j).

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

"**LC Exposure**" means, at any time, the sum of (a) the aggregate then available Stated Amount of all outstanding Letters of Credit at such time and (b) the aggregate principal amount of all LC Disbursements that have not yet been reimbursed at such time. The LC Exposure of any Revolving Lender at any time shall equal its Applicable Percentage of the aggregate LC Exposure at such time.

"**Lead Arranger**" means ACF Finco I LP.

"**Lenders**" means the Revolving Lenders, the Swingline Lender and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender and each Issuing Bank.

"**Letter of Credit**" means a letter of credit (as that term is defined in the Code) issued by Issuing Bank pursuant to this Agreement.

"**Letter of Credit Commitment**" shall mean, with respect to each Issuing Bank, the commitment of such Issuing Bank to issue Letters of Credit pursuant to Section 2.05.

"**Letter-of-Credit Right**" has the meaning set forth in Article 9 of the UCC.

"**Letter of Credit Sublimit**" shall mean the aggregate Letter of Credit Commitments of the Issuing Banks, in an amount not to exceed the Dollar Equivalent of $0.

"**Lien**" means any mortgage, pledge, hypothecation, 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, right of way or other encumbrance on title to real property, and any Finance 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.

"**Line Cap**" means, at any time, an amount equal to the lesser of (a) the Aggregate Revolving Commitments and (b) the Borrowing Base.

"**Loan Charges**" has the meaning assigned to such term in Section 9.20.

"**Loan Documents**" means this Agreement, any Promissory Notes, the Fee Letters, the Collateral Documents, all Borrowing Base Certificates, all Compliance Certificates (including all Approved Budget Variance Reports attached thereto), and any other document or instrument designated by the Borrower Representative and the Administrative Agent as a "Loan Document". 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, amendments and restatements, supplements or other modifications thereto.

"**Loan Guarantor**" means Holdings or the Company and each Loan Party.

"**Loan Guaranty**" means the guaranty set forth in Article 10.

"**Loan Parties**" means (a) Holdings, (b) the Borrowers, (c) each Subsidiary Guarantor and (d) any other Person who becomes a party to this Agreement or any other Loan Document as a Loan Party pursuant to a Joinder Agreement, and their respective successors and assigns and the term "Loan Party" shall mean any one of them or all of them individually, as the context may require.

"**Loans**" means the loans and advances made by the Lenders pursuant to this Agreement, including Swingline Loans and Protective Advances.

"**Management Investors**" means the officers, directors, employees and other members of the management of the Company, as applicable.

"**Margin Stock**" has the meaning assigned to such term in Regulation U.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, assets, financial condition or results of operations, in each case, of Holdings, the Company and its Subsidiaries, taken as a whole, (b) the rights and remedies (taken as a whole) of the Administrative Agent under the applicable Loan Documents or (c) the ability of the Borrowers and the Loan Guarantors (taken as a whole) to perform their payment obligations under the Loan Documents. Notwithstanding the foregoing, (i) the filing of the Chapter 11 Case, the Canadian Recognition Proceedings (and any defaults under pre-petition agreements, so long as the exercise of remedies as a result of such defaults are subject to the Automatic Stay or such agreements are voided or invalidated by the Bankruptcy Court) and (ii) the incurrence of any Pre-Petition claim or liability that is unsecured and junior in priority to the Secured Obligations, will, individually and collectively, each not be deemed to have a Material Adverse Effect.

"**Material Real Property**" means any parcel of real property and improvements thereto owned in fee simple by a Loan Party and which has a fair market value (estimated in good faith by the Borrower Representative) in excess of $500,000 as of the time such property is acquired (or, if such property is owned by a Person at the time it becomes a Loan Party, as of such date).

"**Maximum Liability**" has the meaning assigned to such term in Section 10.09.

"**Maximum Rate**" has the meaning assigned to such term in Section 9.20.

"**Moody's**" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"**Mortgage**" means a mortgage, deed of trust, debenture or other security document granting a Lien on any Mortgaged Property to secure the Secured Obligations, as the same may be amended, restated, supplemented or otherwise modified from time to time. Each Mortgage shall be in form and substance approved by Administrative Agent in its reasonable discretion, or at Administrative Agent's option, in the case of an Additional Mortgaged Property, an amendment to an existing Mortgage, in form satisfactory to the Administrative Agent in its reasonable discretion, adding such Additional Mortgaged Property to the real property encumbered by such existing Mortgage.

"**Mortgage Policy**" has the meaning assigned to such term in Section 5.12(d).

"**Mortgaged Property**" means, each parcel of Material Real Property owned by a Loan Party respect to which a Mortgage is granted pursuant to Section 5.12.

"**Multiemployer Plan**" means any employee benefit plan which is a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, to which the Borrowers or any of their Subsidiaries, or any of their respective ERISA Affiliates, makes or is obligated to make contributions and with respect to which any of them has an ongoing obligation.

"**Net Orderly Liquidation Value**" means, at any time, the orderly liquidation value of Inventory as set forth in the most recent appraisal of the Borrowers' inventory delivered to the Administrative Agent pursuant to Section 5.06(b), prepared by an appraiser acceptable to the Administrative Agent, net of operating expenses, liquidation expenses and commissions set forth in such appraisal; provided, that to the extent operating expenses, liquidation expenses and commissions set forth in such appraisal are not allocated to specific categories of Inventory, such operating expenses, liquidation expenses and commissions may be allocated by the Administrative Agent to specific assets as determined in the Administrative Agent's Permitted Discretion.

"**Non-Consenting Lender**" has the meaning assigned to such term in Section 2.18(b).

"**Non-Finance Lease Obligation**" means a lease obligation that is not required to be accounted for as a finance lease on both the balance sheet and the income statement for financial reporting purposes in accordance with GAAP. For the avoidance of doubt, a straight-line or operating lease shall be considered a Non-Finance Lease Obligation.

"**Non-Paying Guarantor**" has the meaning assigned to such term in Section 10.10.

"**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 under any Debtor Relief Law, regardless of whether allowed or allowable in such proceeding) on the Loans, all LC Exposure, all accrued and unpaid fees (including, for the avoidance of doubt, all wire fees payable pursuant to Section 2.06(a)) and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the Loan Parties to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents in respect of any Loan, any Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

"**OFAC**" has the meaning assigned to such term in Section 3.17(a).

"**One Month Term SOFR Index**" means the Term SOFR Reference Rate for an interest period of one month as determined in accordance with clause (b) of the definition of "Term SOFR" on the first day of each calendar month.

"**Organizational Documents**" means (a) with respect to any corporation, its certificate or articles of incorporation, organization, amalgamation or continuance and its articles or by-laws, (b) with respect to any limited partnership, its certificate of limited partnership or declaration, and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating agreement and (e) with respect to any other form of entity, such other organizational documents required by local law or customary under such jurisdiction to document the formation and governance principles of such type of entity. 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 (to the extent relevant and available in the jurisdiction of organization of the relevant Loan Party).

"**Original Currency**" has the meaning assigned to such term in Section 2.17(a).

"**Original Judgment Currency**" has the meaning assigned to such term in Section 9.27(a).

"**Other Connection Taxes**" means, with respect to the Administrative Agent, any Lender or Issuing Bank, Taxes imposed on any payment to be made by or on account of any obligation of the Borrowers or any other Loan Party hereunder as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising solely from 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 or sold or assigned an interest in any Loan or Loan Document).

"**Other Currency**" has the meaning assigned to such term in Section 9.27(a).

"**Other Taxes**" means any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes, arising from any payment made hereunder or from the execution, delivery, performance or enforcement of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.18).

"**Overadvance**" has the meaning assigned to such term in Section 2.10(b)(i).

"**Overnight Rate**" shall mean, for any day, the greater of (a) the Federal Funds Rate and (b) an overnight rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation (including without limitation the Bank of Canada overnight rate in the case of Loans denominated in Canadian Dollars).

"**Owned Real Property**" means real property that a Loan Party owns in fee simple absolute, including all such real property listed on Schedule 3.05(a).

"**Parent Company**" means (a) Holdings and (b) any other Person of which the Company is a direct or indirect Wholly-Owned Subsidiary.

"**Participant**" has the meaning assigned to such term in Section 9.05(c)(i).

"**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 10.10.

"**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 the Borrowers or any of their 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.

"**Permitted Discretion**" means a determination made in the exercise of reasonable (from the perspective of a secured asset-based lender) credit judgment, exercised in good faith.

"**Permitted Holders**" means (a) the Investors and (b) any Person with which one or more Investors form a "group" (within the meaning of Section 14(d) of the Exchange Act) so long as, in the case of this clause (b), the relevant Investor or Investors beneficially own more than 50.0% of the relevant voting stock beneficially owned by the group.

"**Permitted Liens**" means Liens not prohibited pursuant to Section 6.02.

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

"**Permitted Variance**" has the meaning assigned to such term in Section 5.14.

"**Person**" means any natural person, corporation, limited liability company, unlimited 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 preliminary statements hereto.

"**Platform**" has the meaning assigned to such term in Section 9.01(d).

"**PPSA**" means the Personal Property Security Act (Ontario) (or any successor statute) and the regulations thereunder, as from time to time in effect; provided, however, if attachment, perfection, opposability or priority of the Administrative Agent's security interests or hypothecs in any Collateral are governed by the personal property security laws of any Canadian jurisdiction other than Ontario, "PPSA" shall mean those personal property security laws (including the Civil Code) in such other Canadian jurisdiction for purposes of the provisions hereof relating to perfection, effect of perfection or non-perfection or opposability or priority of any security interest in personal property or an interest analogous thereto.

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

"**Pre-Petition Agent**" means the "Administrative Agent" as such terms is defined in the Pre-Petition Credit Agreement.

"**Pre-Petition Collateral**" means the "Collateral" as such term is defined in the Pre-Petition Credit Agreement.

"**Pre-Petition Credit Agreement**" shall have the meaning assigned to such term in the preliminary statements hereto.

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

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

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

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

"**Pre-Petition Revolving Loans**" means the "Revolving Loans" under and as defined in the Pre-Petition Credit Agreement.

"**Prepayment Notice**" means a written notice by the Borrower Representative of a prepayment in accordance with Section 2.10 and in substantially the form attached hereto as Exhibit J or such other form that is reasonably acceptable to the Administrative Agent and the Borrower Representative, which may state that such notice is conditioned upon the effectiveness of other transactions, in which case such notice may be revoked by the Borrower Representative (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

"**Primary Obligor**" has the meaning assigned to such term in the definition of "Guarantee".

"**Prime Rate**" means the rate of interest most recently published in the Money Rates Section of The Wall Street Journal from time to time as the "U.S. Prime Rate", or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate. Any change in such prime rate shall take effect at the opening of business on the day specified in the public announcement of such change.

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

"**Professional Fee Escrow Account**" has the meaning assigned to the term "Professional Fee Escrow Account" in the Financing Order.

"**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 Revolving Loans made by such Lender to the Borrowers.

"**Protective Advance**" has the meaning assigned to such term in Section 2.04(a)(i).

"**Qualified Capital Stock**" of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

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

"**Reaffirmation Agreement**" means that certain Omnibus Reaffirmation of Pre-Petition Loan Documents, dated as of the Closing Date, by and among the Loan Parties and the Administrative Agent.

"**Real Estate Asset**" means, at any time of determination, all right, title and interest (fee, leasehold or otherwise) in and to real property (including, but not limited to, land, improvements and fixtures thereon) of any Loan Party.

"**Recipient**" has the meaning assigned to such term in Section 9.27(a).

"**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.

"**Regulation U**" means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation X**" means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Related Funds**" means, 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.

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

"**Release**" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, disposal, discharge, dumping or leaching of any Hazardous Material into or through the environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material).

"**Relevant Governmental Body**" means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto, and in respect of CORRA Loans, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

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

"**Rent Reserve**" means a reserve established by the Administrative Agent (upon at least five (5) Business Days' prior written notice to the Borrower Representative) equal to the lesser of (x) two (2) months' rent and (y) the amount of Eligible Inventory in the most recent Borrowing Base Certificate for such location in respect of rent payments made by a Loan Party for each distribution center, warehouse or other location where Inventory of Loan Parties with a book value in excess of $1,000,000 (as reported to the Administrative Agent by the Borrower Representative from time to time as requested by the Administrative Agent) is located at such distribution center, warehouse or other location, unless, in each case, such location is subject to a Collateral Access Agreement.

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

"**Required Lenders**" means, at any time, Lenders having Revolving Loans, LC Exposure and Unused Revolving Credit Commitments representing more than 50.0% of the sum of the total Revolving

Loans, LC Exposure, and such Unused Revolving Credit Commitments at such time; provided that each Lender shall be deemed to "have" LC Exposure in an amount equal to such Lender's risk participation and funded participation therein hereunder; and provided, further, that if at any time there are two (2) or more unaffiliated Revolving Lenders, Required Lenders shall include at least (2) unaffiliated Revolving Lenders.

"**Requirements of Law**" means, with respect to any Person, collectively, the common law and all federal, state, provincial, 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 (including any enforcement policy with respect to the Controlled Substances Act) 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.

"**Reserves**" means the following reserves, if any, established against the Borrowing Base as the Administrative Agent from time to time hereunder determines is necessary in its Permitted Discretion, including (but without duplication): (i) Rent Reserves, (ii) Account Reserves, (iii) Inventory Reserves, (iv) potential dilution related to Accounts; provided, no Reserves shall be imposed on the first 2.5% of dilution of Accounts and thereafter no dilution Reserve shall exceed 1% (or ratable portion thereof) for each incremental whole percentage in dilution over 2.5%, (v) sums that the Loan Parties are required to pay (such as (a) taxes, (b) assessments, (c) employee deductions, (d) employee wages, vacation pay and workers compensation, in each case of this clause (d), which as a matter of law has priority over the Administrative Agent's Liens and (e) insurance premiums) and have not yet paid, (vi) any liabilities, amounts or claims secured by any Lien arising by operation of law permitted pursuant to Section 6.02 hereunder on such Borrowing Base Collateral which as a matter of law has priority over the Administrative Agent's Liens (including Canadian government or statutory claims and deemed trusts), (vii) the Carve Out Reserve and (viii) reserves with respect to such other events, conditions or contingencies that the Administrative Agent, in its Permitted Discretion, with at least three (3) Business Days' prior written notice to the Borrower Representative, determines reserves should be established (without duplication of any reserves established pursuant to foregoing clauses (i) through (vii)) from time to time hereunder.

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

"**Responsible Officer**" of any Person means the chief executive officer, the president, executive vice president, any senior vice president, any vice president, the chief operating officer, director or any Financial Officer of such Person and any other individual 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 or any other individual or similar official thereof with substantially equivalent responsibilities 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 Debt Payment**" has the meaning set forth in Section 6.04(b).

"**Restricted Payment**" means, with respect to any Person, (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of such Person now or hereafter outstanding, except a dividend payable solely in shares of Qualified Capital Stock to the holders of such 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 such Person 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 such Person now or hereafter outstanding.

"**Revolving Credit Commitment**" means, with respect to each Revolving Lender, the commitment of such Revolving Lender to make Revolving Loans hereunder as set forth on the Commitment Schedule or in the Assignment and Assumption pursuant to which such Revolving Lender became a Revolving Lender hereunder, as such amounts may be reduced or increased from time to time pursuant to this Agreement and/or assignments made in accordance with the provisions of Section 9.05; provided, that at no time shall the Revolving Credit Exposure of any Lender exceed its Revolving Credit Commitment. A Lender's Revolving Credit Commitment shall include the commitment of such Revolving Lender to acquire participations in Protective Advances hereunder.

"**Revolving Credit Exposure**" means, with respect to any Revolving Lender at any time, the sum, without duplication, of (a) the aggregate outstanding principal amount at such time of all outstanding Revolving Loans of such Revolving Lender, plus the aggregate amount at such time of such Revolving Lender's LC Exposure and its Swingline Exposure and (b) the Pre-Petition Revolving Credit Exposure of such Revolving Lender (in its capacity as a Pre-Petition Lender).

"**Revolving Credit Maturity Date**" means the earliest to occur of the (a) Stated Revolving Credit Maturity Date, (b) date that is fourteen (14) days after an order confirming a plan of reorganization for the Loan Parties is entered by the Bankruptcy Court, (c) date of consummation of a sale of all or substantially all of the Loan Parties' working capital assets under Section 363 of the Bankruptcy Code, and (d) date that the Administrative Agent, or the Administrative Agent at the direction of the Required Lenders, provides written notice to the Company of the election to terminate the Revolving Credit Commitments and/or accelerate all of the Secured Obligations following the occurrence and during the continuance of an Event of Default by the Loan Parties.

"**Revolving Facility**" means the Revolving Loans and Revolving Credit Commitments provided to or for the benefit of the Borrowers pursuant to the terms of this Agreement.

"**Revolving Lender**" means a Lender with a Revolving Credit Commitment or an outstanding Revolving Loan.

"**Revolving Loans**" has the meaning specified therefor in Section 2.01(a).

"**S&P**" means Standard & Poor's Ratings Services, a subsidiary of S&P Global Inc. and any successor thereto.

"**Sale and Lease-Back Transaction**" has the meaning assigned to such term in Section 6.08.

"**Sanctioned Jurisdiction**" means, at any time, a country, region or territory which is itself the subject or target of any comprehensive, country- or territory-based Sanctions (including, as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimean, Donetsk and Luhansk regions of Ukraine).

"**Sanctioned Person**" means, at any time, (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 ("**OFAC**"), the U.S. Department of State, Global Affairs Canada, the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United Kingdom or other relevant sanctions authority with jurisdiction over any Lender, Holdings or any of its

Subsidiaries or Affiliates, (b) any Person operating, organized or resident in a Sanctioned Jurisdiction, or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clause (a) or (b).

"**Sanctions**" means economic, trade or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the (a) 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, (b) the Canadian government, including those administered or enforced by Global Affairs Canada or (c) the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United Kingdom or any other sanctions authority with jurisdiction over any Lender, Holdings, or any of its Subsidiaries or Affiliates.

"**SEC**" means the Securities and Exchange Commission.

"**Secured Hedging Obligations**" means all Hedging Obligations under each Hedge Agreement that (a) is in effect on the Closing Date between the Borrowers or any other Loan Party and a counterparty that is the Administrative Agent, a Lender or an Affiliate of the Administrative Agent or a Lender as of the Closing Date or (b) is entered into after the Closing Date between a Borrower or any other Loan Party and any counterparty that is the Administrative Agent, a Lender or an Affiliate of the Administrative Agent or a Lender at the time such Hedge Agreement is entered into, for which such Borrower or such Loan Party agrees to provide security, in each case, that has been designated to the Administrative Agent in writing by the Borrower Representative as being a Secured Hedging Obligation for the purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03, Section 9.10, Section 9.11 and 9.13 as if it were a Lender; provided that Secured Hedging Obligations shall not include Excluded Hedging Obligations.

"**Secured Obligations**" means all Obligations, together with (a) all Banking Services Obligations and (b) all Secured Hedging Obligations; provided that Secured Obligations shall not include Excluded Hedging Obligations.

"**Secured Parties**" means, collectively, (a) the Lenders (including each Issuing Bank), (b) the Administrative Agent, (c) each counterparty to any Hedge Agreement with a Loan Party the obligations under which constitute Secured Obligations, (d) any party that provides Banking Services to any Loan Party the obligations under which constitute Secured Obligations, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (f) the successors and permitted assigns of each of the foregoing.

"**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 earn-out 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.

"**Settlement**" has the meaning assigned to such term in Section 2.04(b)(iii).

"**Settlement Date**" has the meaning assigned to such term in Section 2.04(b)(iii).

"**Slow-Moving Inventory**" means as of any date of determination, without duplication of any other reserves or items that are otherwise addressed or excluded through the definition of "Net Orderly Liquidation Value", (a) Inventory that has been in any Borrower's possession or control for sale for a period of more than twelve (12) calendar months and (b) the excess portion of Inventory consisting of finished goods and raw materials to the extent that, on such date of determination, there is greater than a twelve (12) month supply of such Inventory based on (i) the previous twelve (12) months' usage of such Inventory and/or (ii) the following twelve (12) months' projected demand for such Inventory (including finished goods and raw materials Inventory comprised of new product lines not previously sold by Borrowers); provided that, Inventory shall not be Slow-Moving Inventory if the Administrative Agent determines in its Permitted Discretion that the calculation of Net Orderly Liquidation Value set forth in the most recent appraisal of the Borrowers' inventory delivered to the Administrative Agent pursuant to Section 5.06(b) adequately reflects the value of such Inventory.

"**SOFR**" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

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

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

"**SOFR Index Period**" means, with respect to SOFR Loans for each calendar quarter, the utilization of a One Month Term SOFR Index for three consecutive one month periods in such calendar quarter.

"**SOFR Loan**" means a Loan that bears interest at a rate based on Adjusted Term SOFR.

"**SPC**" has the meaning assigned to such term in Section 9.05(e).

"**Specified Sale Process Default**" means any Event of Default under and as arising under the following Sections of this Agreement: (a) Section 7.01(a), (b) Section 7.01(c), solely to the extent relating to information, or representations and warranties made in, any Approved Budget Variance Report, any Borrowing Base Certificate, any Compliance Certificate, or any reporting or information delivered with respect to achievement of any Chapter 11 Case Milestone, (c) Section 7.01(d) with respect to a breach of (i) Section 5.01(d) and Section 5.14 or (d) Section 5.15.

"**Specified Sale Transaction**" means the transactions described in the Specified Sales Agreement.

"**Specified Sales Agreement**" means that certain letter agreement, dated as of July 28, 2026, between (i) a joint venture comprised of SB360 Capital Partners, LLC and Tiger Capital Group, LLC and (ii) BFG Supply Co., LLC.

"**Sponsor**" means Pamplona Capital Management, together with its Affiliates and funds managed or advised by it or its Affiliates.

"**Stated Amount**" means, with respect to each Letter of Credit, at any time, the maximum amount available to be drawn thereunder, in each case determined (x) as if any future automatic increases in the maximum available amount provided for in any such Letter of Credit had in fact occurred at such time and

(y) without regard to whether any conditions to drawing could then be met but after giving effect to all previous drawings made thereunder.

"**Stated Revolving Credit Maturity Date**" means February 14, 2027.

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

"**Subordinated Indebtedness**" means any Indebtedness of the Borrowers or any of their Subsidiaries that is expressly subordinated in right of payment to the Obligations (other than Indebtedness among any of the Loan Parties and their respective subsidiaries).

"**subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which 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 is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such 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 the Borrowers.

"**Subsidiary Guarantor**" means (x) on the Closing Date, each Subsidiary of the Company (other than any Excluded Subsidiary), (y) thereafter, each Subsidiary of the Company (other than any Excluded Subsidiary) that thereafter guarantees the Secured Obligations (pursuant to the terms of this Agreement), and (z) any Person that provides a guarantee of the obligations under the Term Loan Credit Agreement, in each case, until such time as the respective Subsidiary is released from its obligations under the Loan Guaranty in accordance with the terms and provisions hereof.

"**Successor Parent Company**" has the meaning assigned to such term in Section 6.14(d).

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

"**Swingline Lender**" means ACF Finco I LP, in its capacity as lender of Swingline Loans hereunder.

"**Swingline Loan**" has the meaning assigned to such term in Section 2.04(b)(i).

"**Swingline Sublimit**" means $5,000,000.

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended.

"**Tax Distribution**" means any of the following distributions, without duplication: (a) distributions by the Company to Holdings to permit Holdings to pay franchise Taxes and other similar fees, Taxes (other than income Taxes) imposed on it and expenses required to maintain the corporate existence of Holdings and any intermediate holding companies in the chain of ownership between the Company and Holdings and (b) for any taxable period in which the Company files a consolidated, combined, unitary or similar group

income Tax return with Holdings and/or a Parent Company, as applicable, for U.S. federal, state or local income tax (or any similar tax imposed in lieu of an income tax) purposes of which Holdings (or the applicable Parent Company) is the common parent, to permit Holdings and/or the applicable Parent Company to pay Taxes then due and owing by Holdings (or the applicable Parent Company) on behalf of such consolidated, combined, unitary or similar group; provided that the amount of such payments in any taxable year (or portion thereof) does not exceed the lesser of: (i) the amount that the Company would be required to pay in respect of U.S. federal and state income Taxes for such taxable year (or portion thereof) were the Company and its Subsidiaries to file as part of a consolidated, combined or unitary group for income tax purposes with the Company as parent of the consolidated, combined or unitary group and (ii) the actual Tax liability of the consolidated group for the applicable tax year (or portion thereof).

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

"**Term CORRA**" means, for any calculation with respect to a Term CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term CORRA Determination Day**") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day.

"**Term CORRA Adjustment**" means the percentage equal to (a) 0.29547% (29.547 basis points) per annum for an Interest Period of (1) one-month's duration and (b) 0.32138% (32.138 basis points) per annum for an Interest Period of (3) three-month's duration.

"**Term CORRA Administrator**" means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

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

"**Term CORRA Loan**" means a Loan that bears interest at a rate based on Adjusted Term CORRA.

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

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

"**Term Loan Agent**" means Ares Capital Corporation, as administrative agent, in respect of the Term Loan Documents, and any successor administrative agent appointed in accordance with the terms thereof or any administrative agent under any replacement or refinanced Term Loan Credit Agreement.

"**Term Loan Credit Agreement**" means that certain Credit Agreement, dated as of November 5, 2021, by and among the Company, Holdings, the Subsidiaries of the Company from time to time party thereto, the Term Lenders and the Term Loan Agent, as the same may be amended, modified, supplemented,

restated, replaced and/or refinanced from time to time, in each case, in accordance with the Term Loan Intercreditor Agreement.

"**Term Loan Documents**" means the Term Loan Credit Agreement and the other "Loan Documents" under and as defined in the Term Loan Credit Agreement, as each such document may be amended, modified, supplemented and/or restated from time to time, in each case, in accordance with the Term Loan Intercreditor Agreement.

"**Term Loan Intercreditor Agreement**" means that certain Intercreditor Agreement, dated as of November 5, 2021, by and among the Administrative Agent as administrative agent and collateral agent for the ABL Secured Parties (as defined therein), the Term Loan Agent as administrative agent and collateral agent for the Term Loan Secured Parties (as defined therein), Holdings, the Company and each of the other Loan Parties signatories thereto, as the same may be amended, modified, supplemented and/or restated from time to time, in each case, in accordance with the terms hereof and thereof.

"**Term Loan Obligations**" means the "Obligations" as defined in the Term Loan Credit Agreement.

"**Term Loan Priority Account**" means the "Term Loan Priority Account" as defined in the Term Loan Intercreditor Agreement.

"**Term Loans**" means the "Loans" as defined in the Term Loan Credit Agreement.

"**Term Priority Collateral**" means the "Term Priority Collateral" as defined in the Term Loan Intercreditor Agreement.

"**Term SOFR**" means,

(a) for any calculation with respect to the SOFR Loans, the rate per annum equal to the One Month Term SOFR Index two (2) Business Days prior to the commencement of the applicable calendar month; provided, however, that, if as of 5:00 p.m. (New York City time) on such determination date, 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 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 Business Day is not more than three (3) Business Days prior to such determination date; and

(b) for any calculation with respect to ABR Loans, the rate per annum equal to the Term SOFR Reference Rate with a term of one month commencing that day that is two (2) Business Days prior to such day; provided, however, that, if as of 5:00 p.m. (New York City time) on any such determination date 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 Business Days prior to such determination date.

"**Term SOFR Adjustment**" means a percentage equal to 0.10% (10 basis points) 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 SOFR term rate administered by the Term SOFR Administrator.

"**Termination Date**" has the meaning assigned to such term in Article 5.

"**Threshold Amount**" means $2,000,000.

"**Total Revolving Credit Exposure**" means as of any date of determination, the aggregate amount of the Revolving Credit Exposure of all Lenders outstanding as of such date (including, for the avoidance of doubt, in respect of Pre-Petition Revolving Credit Exposure in each such Lender's capacity as a Pre-Petition Lender).

"**Transaction Costs**" means fees, premiums, expenses and other transaction costs (including original issue discount and upfront fees) payable or otherwise borne by Holdings, any Parent Company, the Company and 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 initial Borrowing of Revolving Loans hereunder and (b) the payment of the Transaction Costs.

"**Treasury Regulations**" means the U.S. federal income tax regulations promulgated under the Code.

"**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 SOFR, the Term CORRA Reference Rate, the Daily Compounded CORRA, the Alternate Base Rate or the Canadian Prime 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 issue or perfection of security interests.

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

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

"**Unadjusted Benchmark Replacement**" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"**Unused Revolving Credit Commitment**" of any Lender, at any time, means the Revolving Credit Commitment of such Lender at such time, if any, less the sum of (a) the aggregate outstanding principal amount of Revolving Loans made by such Lender and then outstanding and (b) such Lender's LC Exposure at such time.

"**U.S.**" means the United States of America.

"**U.S. Borrower**" or the "**U.S. Borrowers**" means the Company.

"**U.S. Collateral Documents**" means, collectively, the Financing Order, and any other agreements, instruments and documents executed in connection with this Agreement that are intended to create, perfect or evidence Liens in favor of the Administrative Agent to secure the Secured Obligations, now or hereafter executed by any U.S. Loan Party or governed by U.S. law and delivered to the Administrative Agent.

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

"**U.S. Loan Parties**" means, collectively, the U.S. Borrowers and any other U.S. Subsidiary of the Company that becomes a party to this Agreement pursuant to a Joinder Agreement or otherwise and their successors and assigns, and the term "U.S. Loan Party" shall mean any one of them or all of them individually, as the context may require (in each case other than the Company, unless removed in accordance with the terms hereof).

"**U.S. Subsidiary**" means any Subsidiary of the Company that has been formed or is organized under the laws of the United States of America, any State thereof, or the District of Columbia.

"**U.S. Tax Compliance Certificate**" has the meaning assigned to such term in Section 2.16(f)(ii)(B)(3).

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

"**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)).

"**Weighted Average Life to Maturity**" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness; provided that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended (the "**Applicable Indebtedness**"), the effects of any prepayments or amortization made on such Applicable Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

"**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 the relevant jurisdiction) shall be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

"**Write-Down and Conversion Powers**" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

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

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". 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 or in any Loan Document 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, extended, refinanced or replaced (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications, extensions, refinancings or replacements set forth herein or in any Loan Document), (b) any reference to any law in any Loan Document shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, (c) any reference herein or in any Loan Document 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, when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision hereof or thereof, (e) all references herein or in any Loan Document to Articles, Sections, clauses, paragraphs, Exhibits and Schedules shall be construed to refer to Articles, Sections, clauses and paragraphs of, and Exhibits and Schedules to, such Loan Document, (f) in the computation of periods of time in any Loan Document 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" and (g) the words "asset" and "property", when used in any Loan Document, 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. For purposes of determining compliance at any time with Sections 6.01 (other than Sections 6.01(a) and (w)), 6.02 (other than Section 6.02(a) and (t)), 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09 and 6.14, in the event that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, contractual restriction, Investment, Disposition or Affiliate transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09 and 6.14, the Borrower Representative, in its sole discretion, from time to time, may classify

or reclassify such transaction or item (or portion thereof) within such Section and will only be required to include the amount and type of such transaction (or portion thereof) in any one category.

Section 1.04 Accounting Terms; GAAP.

(a) 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 Representative and the Required Lenders; provided that if the Borrower Representative notifies the Administrative Agent that the Borrower Representative requests an amendment to any provision hereof to reflect 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), then the Borrower Representative 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 provide for such change in GAAP or the application thereof and/or to preserve the original intent thereof in light of such change in GAAP or the application thereof, in each case 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) Statement of Financial Accounting Standards 141R or ASC 805 (or any other financial accounting standard having a similar result or effect) or (ii) any election under Financial Accounting Standards Codification No. 825-Financial Instruments, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness or other liabilities of Holdings, the Borrowers or any Subsidiary at "fair value" as defined therein. If the Borrower Representative notifies the Administrative Agent that it is required to report under IFRS or has elected to do so through an early adoption policy, upon the execution of an amendment hereof in accordance therewith to accommodate such change, "GAAP" shall mean international financial reporting standards pursuant to IFRS (provided that after such conversion, the Borrower Representative cannot elect to report under GAAP).

(b) Each provision under this Agreement, shall, in each case, be determined without giving effect to ASC 842 (*Leases*), except that financial statements delivered pursuant to Section 5.01 may be prepared in accordance with GAAP (including giving effect to ASC 842 (*Leases*)) as in effect at the time of such delivery.

Section 1.05 Effectuation of Transactions. Each of the representations and warranties of the Loan Parties contained in this Agreement and the other Loan Documents (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; Times of Day. 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. Unless otherwise specified herein, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.07 Currency Equivalents Generally. Notwithstanding the foregoing, for purposes of any determination under Article 5, Article 6 (other than the calculation of compliance with any financial ratio for purposes of taking any action hereunder) or Article 7 with respect to the amount of any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition, Sale and Lease-Back Transaction, Affiliate transaction or other transaction, event or circumstance, or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, or for the purposes of obtaining judgment in any court where it is necessary to convert a sum due hereunder or under any other Loan Document (any of the foregoing, a "**subject transaction**"), in each case in a currency other

than Dollars, (i) the Dollar Equivalent amount of a subject transaction in a currency other than Dollars shall be calculated based on the rate of exchange quoted by the Reuters World Currency Page (or, in the event such rate does not appear on such Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as may be agreed upon by the Administrative Agent and the Borrower Representative) for such alternate currency, as in effect at 11:00 a.m. (London time) on the date of such subject transaction (which, in the case of any Restricted Payment, shall be deemed to be the date of the declaration thereof and, in the case of the incurrence of Indebtedness, shall be deemed to be on the date first committed); provided, that if any Indebtedness is incurred (and, if applicable, associated Lien granted) to refinance or replace other Indebtedness denominated in a currency other than Dollars, and the relevant refinancing or replacement 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 refinancing or replacement, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing or replacement Indebtedness (and, if applicable, associated Lien granted) does not exceed an amount sufficient to repay the principal amount of such Indebtedness being refinanced or replaced, except by an amount equal to (x) unpaid accrued interest and premiums (including tender premiums) thereon plus other reasonable and customary fees and expenses (including upfront fees and original issue discount) incurred in connection with such refinancing or replacement, (y) any existing commitments unutilized thereunder, and (z) additional amounts permitted to be incurred under Section 6.01 and (ii) for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred solely as a result of a change in the rate of currency exchange occurring after the time of any subject transaction so long as such subject transaction was permitted at the time incurred, made, acquired, committed, entered or declared as set forth in clause (i).

Section 1.08 Cashless Rolls. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Loans (including loans incurred under a new credit facility), in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars" or the relevant alternate currency, "in immediately available funds", "in Cash" or any other similar requirement.

Section 1.09 [Reserved].

Section 1.10 Divisions. Any reference herein to a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company or other Person, or an allocation of assets to a series of a limited liability company or other Person (or the unwinding of such a division or allocation) (any such transaction, a "Division"), as if it were a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any Division of a limited liability company or other Person shall constitute a separate Person hereunder (and each Division of any limited liability company or other Person that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

Section 1.11 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 ABR, Alternate Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, Canadian Prime Rate, the Term CORRA Reference Rate, Adjusted Term CORRA, Adjusted Daily Compounded CORRA, Term CORRA, Daily Compounded CORRA, 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, ABR, Alternate Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, Canadian Prime Rate, the Term CORRA Reference Rate, Adjusted Term CORRA, Adjusted Daily Compounded CORRA, Term CORRA, Daily Compounded CORRA, or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of ABR, the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, Canadian Prime Rate, the Term CORRA Reference Rate, Adjusted Term CORRA, Adjusted Daily Compounded CORRA, Term CORRA, Daily Compounded CORRA, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain ABR, the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, Canadian Prime Rate, the Term CORRA Reference Rate, Adjusted Term CORRA, Adjusted Daily Compounded CORRA, Term CORRA, Daily Compounded CORRA or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

## ARTICLE 2 THE CREDITS

Section 2.01 Revolving Loans.

(a) Subject to the terms and conditions of this Agreement, each Lender agrees, severally and not jointly, to make revolving loans (the "**Revolving Loans**") in Canadian Dollars and Dollars to the U.S. Borrowers and in Canadian Dollars and Dollars to the Canadian Borrowers, in any such case, at any time and from time to time on and after the Closing Date, and until the earlier of the Revolving Credit Maturity Date and the termination of the Revolving Credit Commitment of such Lender in accordance with the terms hereof, in an amount at any one time outstanding (on an aggregate basis) not to exceed such Lender's Applicable Percentage of the Excess Availability. Notwithstanding anything to the contrary in this Agreement, no Revolving Loans or other Loans or credit extensions denominated in Canadian Dollars shall be made available under this Agreement.

(b) Amounts borrowed pursuant to this Section 2.01 may be repaid and, subject to the terms and conditions of this Agreement, reborrowed at any time during the term of this Agreement. The outstanding principal amount of the Revolving Loans, together with interest accrued and unpaid thereon, shall constitute Obligations and shall be due and payable on the Revolving Credit Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(c) The Administrative Agent shall have the right, upon at least three (3) Business Days' prior written notice to the Borrower Representative (which notice shall include a reasonably detailed description of such Reserve being established, reduced, eliminated or modified and the basis for such Reserve), to establish, modify or eliminate Reserves against the Borrowing Base; provided that any modification of an existing Reserve shall not result in an increase to such Reserve without the Borrower Representative's consent.

(d) Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, on the Final Order Entry Date, but subject to the Financing Order, the total outstanding amount of the Pre-Petition Obligations shall constitute Secured Obligations in accordance with the Financing Order,

with (i) the outstanding amount of all Revolving Loans, under and as defined in the Pre-Petition Credit Agreement, being refinanced as Revolving Loans under this Agreement on the Final Order Entry Date, and (ii) all accrued and unpaid interest, expenses, fees and other sums payable in respect of the Pre-Petition Obligations through the Final Order Entry Date, including any such amounts not previously paid as adequate protection payments pursuant to the Financing Order, being paid in cash by the Borrowers to the Administrative Agent on the Final Order Entry Date; provided, however, that, on the Closing Date, all Bank Services Obligations (as defined in the Pre-Petition Credit Agreement) and Secured Hedging Obligations (as defined in the Pre-Petition Credit Agreement) being deemed Banking Services Obligations and Secured Hedging Obligations for purposes of this Agreement and the other Loan Documents.

Section 2.02 Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. Any Protective Advance and any Swingline Loan shall be made in accordance with the procedures set forth in Section 2.04(a) and Section 2.04(b), respectively.

(b) Subject to Section 2.13, (i) each Borrowing denominated in Dollars shall be comprised entirely of ABR Loans or SOFR Loans and (ii) each Borrowing denominated in Canadian Dollars shall be comprised entirely of Canadian Prime Rate Loans or Term CORRA Loans or Daily Compounded CORRA Loans, in each case, as the Borrower Representative may request in accordance herewith. Each Swingline Loan shall be an ABR Loan or a Canadian Prime Rate Loan in the case of any Swingline Loan to a Canadian Borrower. 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; 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); 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 CORRA Borrowing, such CORRA Borrowing shall comprise an aggregate principal amount that is an integral multiple of Cdn$100,000 and not less than Cdn$1,000,000. Each SOFR Borrowing, ABR Borrowing or Canadian Prime Rate Borrowing when made shall be in an integral multiple of $100,000 or Cdn$100,000, as applicable, and not less than $100,000 or Cdn$100,000, as applicable; provided that a SOFR Borrowing, ABR Borrowing or a Canadian Prime Rate Borrowing may be in an aggregate amount that is equal to the entire unused balance (or available unused balance in respect of the Line Cap) of the Aggregate Revolving Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of three (3) different Interest Periods in effect cumulatively for CORRA Borrowings at

any time outstanding (or such greater number of different Interest Periods as the Administrative Agent may agree from time to time).

(d) Notwithstanding any other provision of this Agreement, the Borrower Representative shall not nor shall it 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 Stated Revolving Credit Maturity Date.

Section 2.03 Requests for Borrowings. To request a Borrowing, the Borrower Representative shall notify the Administrative Agent of such request in writing by delivery of an irrevocable Borrowing Request (by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif")) signed by a Responsible Officer of the Borrower Representative (a) in the case of a SOFR Borrowing, 11:00 a.m. New York City time, three (3) U.S. Government Securities Business Days before the date of the proposed Borrowing (or one (1) Business Day in the case of the Borrowing on the Closing Date), (b) in the case of a Term CORRA Borrowing or a Daily Compounded CORRA Borrowing, 11:00 a.m. New York City time, three (3) Business Days before the date of the proposed Borrowing or (c) in the case of an ABR Borrowing or Canadian Prime Rate Borrowing (other than the Borrowing of a Swingline Loan), not later than 11:00 a.m. New York City time, one (1) Business Day before the date of the proposed Borrowing. Each such written Borrowing Request shall specify the following information in compliance with Section 2.02:

(a) the name of the applicable Borrower(s);

(b) the Class of such Borrowing;

(c) the aggregate amount of the requested Borrowing;

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

(e) the Agreed Currency for such Borrowing and whether such Borrowing is to be an ABR Borrowing or a SOFR Borrowing, in the case of a Borrowing by a Borrower, or a Term CORRA Borrowing, Daily Compounded CORRA Borrowing or Canadian Prime Rate Borrowing, in the case of a Borrowing by a Canadian Borrower;

(f) in the case of a Term CORRA Borrowing or a Daily Compounded CORRA Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(g) the wiring instructions, location and number of the applicable Borrower's account 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 or a Canadian Prime Rate Borrowing, as applicable. If no Interest Period is specified with respect to any requested Term CORRA Borrowing or a Daily Compounded CORRA Borrowing, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration for the applicable CORRA Borrowing. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and such Lender's portion of each resulting Borrowing.

Section 2.04 Protective Advances; Swingline Loans.

(a) Protective Advances.

(i) Subject to the limitations set forth below, the Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Administrative Agent's sole discretion (but shall have absolutely no obligation to), to make Loans to the Borrowers, on behalf of all Lenders, which the Administrative Agent, in its Permitted Discretion, deems necessary or desirable (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (iii) to pay any other amount chargeable to or required to be paid by the Borrowers pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 9.03) and other sums payable under the Loan Documents (any of such Loans are herein referred to as "Protective Advances"); provided that, the aggregate Dollar Equivalent of Protective Advances outstanding at any time shall not at any time exceed 10.0% of the Aggregate Revolving Commitment, unless the Required Lenders otherwise agree; provided further that, (x) the Total Revolving Credit Exposure outstanding at any time after giving effect to the Protective Advances being made shall not exceed the Aggregate Revolving Commitment and (y) the Canadian Revolving Exposure shall not exceed the Canadian Sublimit. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. The Protective Advances shall be secured by the Liens in favor of the Administrative Agent in and to the Collateral and shall constitute Obligations hereunder and Secured Obligations. All Protective Advances shall be ABR Borrowings or Canadian Prime Rate Borrowings. The making of a Protective Advance on any one occasion shall not obligate the Administrative Agent to make any Protective Advance on any other occasion. The Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent's receipt thereof. At any time the conditions precedent set forth in Section 4.02 have been satisfied (including with respect to Excess Availability), the Administrative Agent may request the Revolving Lenders to make Loans to repay a Protective Advance. At any other time the Administrative Agent may require the Lenders to fund their risk participations described in Section 2.04(a)(ii).

(ii) Upon the making of a Protective Advance by the Administrative Agent (whether before or after the occurrence of a Default), each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Administrative Agent, without recourse or warranty, an undivided interest and participation in such Protective Advance in proportion to its Applicable Percentage. From and after the date, if any, on which any Lender is required to fund its participation in any Protective Advance purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Protective Advance.

(b) Swingline Loans.

(i) The Administrative Agent, the Swingline Lender and the Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Borrowing or a Canadian Prime Rate Borrowing, the Swingline Lender may elect in its discretion to have the terms of this Section 2.04(b) apply to such Borrowing Request by advancing, on behalf of the Revolving Lenders and in the amount requested, same day funds to the applicable Borrower, on the date of the applicable Borrowing Request to the Funding Account or as otherwise directed by the Borrower Representative in the applicable Borrowing Request (each such Loan made solely by the Swingline Lender pursuant to this Section 2.04(b) is referred to in this Agreement as a "**Swingline Loan**"), with settlement among them as to the Swingline Loans to take place on a periodic basis as set forth in Section 2.04(b)(iii). Each Swingline Loan shall be subject to all the terms and conditions

applicable to other ABR Loans and Canadian Prime Rate Loans funded by the Revolving Lenders, except that all payments thereon shall be payable to the Swingline Lender solely for its own account. The Swingline Lender shall not make any Swingline Loan if after giving effect to such Swingline Loan (i) the aggregate principal Dollar Equivalent of outstanding Swingline Loans exceeds the Swingline Sublimit, (ii) the Swingline Lender's Revolving Credit Exposure exceeds its Revolving Credit Commitment, (iii) the Total Revolving Credit Exposure exceeds the Aggregate Revolving Commitments, (iv) the Total Revolving Credit Exposure exceeds the Line Cap or (v) the Canadian Revolving Exposure exceeds the Canadian Sublimit. All Swingline Loans shall be ABR Borrowings or Canadian Prime Rate Borrowings; provided that, Swingline Loans consisting of Canadian Prime Rate Borrowings may only be made to a Canadian Borrower.

(ii) Upon the making of a Swingline Loan (whether before or after the occurrence of a Default and regardless of whether a Settlement has been requested with respect to such Swingline Loan), each Revolving Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Swingline Lender, without recourse or warranty, an undivided interest and participation in such Swingline Loan in proportion to its Applicable Percentage of the Revolving Credit Commitment. The Swingline Lender may, at any time, require the Revolving Lenders to fund their participations. From and after the date, if any, on which any Revolving Lender is required to fund its participation in any Swingline Loan purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of the Collateral received by the Administrative Agent in respect of such Swingline Loan.

(iii) The Administrative Agent, on behalf of the Swingline Lender, shall request settlement (a "**Settlement**") with the Revolving Lenders on a weekly basis or on a more frequent basis if the Administrative Agent elects, by notifying the Revolving Lenders of such requested Settlement by facsimile, telephone, or e-mail no later than 2:00 p.m. New York City time on the Business Day immediately prior to the date of such requested Settlement (the "**Settlement Date**"). Each Revolving Lender (other than the Swingline Lender, in the case of the Swingline Loans) shall transfer the amount of such Revolving Lender's Applicable Percentage of the outstanding principal amount of the applicable Loan with respect to which Settlement is requested to the Administrative Agent, to such account of the Administrative Agent as the Administrative Agent may designate, not later than 2:00 p.m., New York City time, on such Settlement Date. Settlements may occur during the existence of a Default and whether or not the applicable conditions precedent set forth in Section 4.02 have then been satisfied. Such amounts transferred to the Administrative Agent shall be applied against the amounts of the Swingline Lender's Swingline Loans and, together with Swingline Lender's Applicable Percentage of such Swingline Loan, shall constitute Revolving Loans of such Revolving Lenders, respectively. If any such amount is not transferred to the Administrative Agent by any Revolving Lender on such Settlement Date, the Swingline Lender shall be entitled to recover from such Lender on demand such amount, together with interest thereon, as specified in Section 2.06.

Section 2.05 Letters of Credit.

(a) General. Notwithstanding anything to the contrary in this Agreement, no Letters of Credit shall be issued pursuant to this Agreement.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower Representative shall deliver to the applicable Issuing Bank and the Administrative Agent, at least five (5) Business Days in advance of the requested date of issuance (or such shorter period as is

acceptable to the applicable Issuing Bank), a request to issue a Letter of Credit, which shall specify that it is being issued under this Agreement, in the form of Exhibit L attached hereto. To request an amendment, extension or renewal of a Letter of Credit, the Borrower Representative shall submit such a request to the applicable Issuing Bank (with a copy to the Administrative Agent) at least five (5) Business Days in advance of the requested date of amendment, extension or renewal (or such shorter period as is acceptable to the applicable Issuing Bank), identifying the Letter of Credit to be amended, extended or renewed, and specifying the proposed date (which shall be a Business Day) and other details of the amendment, extension or renewal. Requests for issuance, amendment, extension or renewal must be accompanied by such other information as shall be necessary to issue, amend, extend or renew such Letter of Credit. If requested by the applicable Issuing Bank, the applicable Borrower shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the applicable Borrower to, or entered into by the applicable Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. No Letter of Credit, letter of credit application or other document entered into by the applicable Borrower with the applicable Issuing Bank relating to any Letter of Credit shall (x) contain any representations or warranties, covenants or events of default not set forth in this Agreement (for the avoidance of doubt, including the exhibits hereto) (and to the extent inconsistent herewith, shall be rendered null and void) and (y) all representations and warranties, covenants and events of default contained therein shall contain standards, qualifications, thresholds and exceptions for materiality or otherwise consistent with this Agreement (and, to the extent inconsistent herewith, shall be deemed to incorporate such standards, qualifications, thresholds and exceptions contained herein without action by any other party). Unless otherwise agreed by the applicable Issuing Bank and the applicable Borrower, each Letter of Credit shall be governed by the laws of the State of New York. A Letter of Credit shall be issued, amended, extended or renewed only if (and on issuance, amendment, extension or renewal of each Letter of Credit the applicable Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, extension, or renewal, (i) the LC Exposure shall, subject to Sections 2.08, not exceed the Letter of Credit Sublimit, (ii) the Total Revolving Credit Exposure shall not exceed the Aggregate Revolving Commitments, (iii) the Total Revolving Credit Exposure shall not exceed the Line Cap, (iv) the Revolving Credit Exposure of each Lender will not exceed such Lender's Revolving Credit Commitment and (v) the Canadian Revolving Exposure shall not exceed the Canadian Sublimit. No Issuing Bank shall be under any obligation to issue any Letter of Credit if:

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

(ii) the issuance of such Letter of Credit would violate one or more policies of such Issuing Bank regarding completion of customary "know your customer" requirements on the beneficiary of such Letter of Credit and/or any Subsidiary of the Borrowers that is a co-applicant for such Letter of Credit;

(iii) except as otherwise agreed by the Administrative Agent and such Issuing Bank, such Letter of Credit is in an initial Stated Amount less than $10,000;

(iv) such Letter of Credit is to be denominated in a currency other than Dollars or Canadian Dollars;

(v) such Letter of Credit contains any provisions for automatic reinstatement of the Stated Amount after any drawing thereunder; and

(vi) any Revolving Lender is at such time a Defaulting Lender, unless such Issuing Bank has entered into arrangements, including reallocation of such Defaulting Lender's Applicable Percentage of the outstanding LC Exposure pursuant to Section 2.20(d)(i) or the delivery of cash collateral, satisfactory to such Issuing Bank (in its sole discretion) by the applicable Borrower to eliminate such Issuing Bank's actual or potential fronting exposure (after giving effect to Section 2.20(d)(i)) with respect to such Defaulting Lender arising from either the Letter of Credit then proposed to be issued or such Letter of Credit and all other LC Exposure as to which such Issuing Bank has actual or potential fronting exposure, as it may elect in its sole discretion.

No Issuing Bank shall be under any obligation to amend or extend any Letter of Credit if (A) such Issuing Bank would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment thereto. Promptly after the delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable Issuing Bank will also deliver to the applicable Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Expiration Date. Each Letter of Credit shall expire not later than the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or such longer period of time as may be agreed to by the applicable Issuing Bank) and (ii) the date that is five (5) Business Days prior to the Stated Revolving Credit Maturity Date; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration (none of which, in any event, shall extend beyond the date referred to in clause (ii) of this paragraph (c) unless 103% (or 105% in the case of Letters of Credit denominated in Canadian Dollars) of the then available face amount thereof is cash collateralized or backstopped pursuant to arrangements reasonably satisfactory to the Issuing Bank thereof).

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Revolving Lenders, the applicable Issuing Bank hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Revolving Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit (calculated, in the case of Letters of Credit in an Agreed Currency, based on the Dollar Equivalent thereof). In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrowers on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrowers for any reason (calculated, in the case of Letters of Credit in an Agreed Currency, based on the Dollar Equivalent thereof). Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or Event of Default or reduction or termination of the Revolving Credit Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If the applicable Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrowers shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement (in the currency of the Letter of Credit or, if the Issuing Bank shall so elect, in Dollars equal to the Dollar Equivalent of such LC Disbursement) not later than 1:00 p.m., New York City time, on the Business Day immediately following the date the Borrower Representative receives notice under paragraph (g) of this Section of such LC Disbursement; provided that the Borrower Representative may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Borrowing or Canadian Prime Rate Borrowing (in the case of any LC Disbursement denominated in Canadian Dollars) or Swingline Loan in an equivalent amount and, to the extent so financed, the Borrowers' obligation to make such payment shall be discharged and replaced by the resulting ABR Borrowing or Canadian Prime Rate Borrowing, as applicable, or Swingline Loan. If the Borrowers fail to make such payment when due, the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the payment then due from the Borrowers in respect thereof and such Revolving Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrowers, in the same manner as provided in Section 2.06 with respect to Loans made by such Revolving Lender (and Section 2.06 shall apply, *mutatis mutandis*, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrowers pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Revolving Lenders and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse the Issuing Bank for any LC Disbursement (other than the funding of ABR Loans, Canadian Prime Rate Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Borrowers of their obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrowers' joint and several obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section 2.05 shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the applicable Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder. Neither the Administrative Agent, the Revolving Lenders nor any Issuing Bank or any of their respective Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of such Issuing Bank; provided that the foregoing shall not be construed to excuse such Issuing Bank from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by the Borrowers that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross

negligence, bad faith or willful misconduct on the part of applicable Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

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

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrowers shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburse such LC Disbursement, at the rate per annum then applicable to ABR Loans or Canadian Prime Rate Loans, as applicable, and such interest shall be payable on the date when such reimbursement is due; provided that if the Borrowers fail to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section 2.05, then Section 2.12(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Revolving Lender to the extent of such payment.

(i) Replacement of an Issuing Bank or Addition of New Issuing Banks. An Issuing Bank may be replaced with the consent of the Administrative Agent (not to be unreasonably withheld or delayed) at any time by written agreement among the Borrower Representative, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Revolving Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.11(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit. The Borrowers may, at any time and from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed) and such Revolving Lender, designate one or more additional Revolving Lenders to act as an Issuing Bank under the terms of this Agreement. Any Revolving Lender designated as an Issuing Bank pursuant to this paragraph (i) shall be deemed to be an "Issuing Bank" (in addition to being a Revolving Lender) in respect of Letters of Credit issued or to be issued by such Revolving Lender, and, with respect to such Letters of Credit, such term shall thereafter apply to the other Issuing Banks and such Revolving Lender.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, then on the Business Day that the Borrower Representative receives notice from the Administrative Agent demanding the deposit of cash collateral pursuant to this paragraph (j), upon such demand, the Borrowers shall deposit, in an interest-bearing account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders and the Issuing Banks (the "**LC Collateral Account**"), an amount in Cash equal to 103% (or 105% in the case of Letters of Credit denominated in Canadian Dollars) of the LC Exposure as of such date plus accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to any Borrower described in Section 7.01(f) or (g). Such Borrower also shall deposit cash collateral in accordance with this paragraph as and to the extent required by Sections 2.09(b), 2.10(b)(i) or 2.20. Any such deposit under this clause (j) shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations in accordance with the provisions of this paragraph (j). The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account and the Borrowers hereby grant the Administrative Agent a security interest in the LC Collateral Account and all money or other assets on deposit therein or credited thereto. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the applicable Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time. If the Borrowers are required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (together with all interest and other earnings with respect thereto, to the extent not applied as aforesaid) shall be returned to the Borrowers promptly but in no event later than three Business Days, after such Event of Default has been cured (solely with respect to an Event of Default under Section 7.01(d) as a result of a breach of Section 6.15(a)) or waived by the Lenders. If the Borrowers are required to provide an amount of cash collateral under Section 2.20(d)(ii), such amount (to the extent not applied as aforesaid) shall be returned to the Borrowers as requested by the Borrowers so long as the LC Exposure of the applicable Defaulting Lender has been fully reallocated or eliminated.

Section 2.06 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 2:00 p.m., New York City time to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's respective Applicable Percentage; provided that Swingline Loans shall be made as provided in Section 2.04(b). The Administrative Agent may charge to the Borrower Representative usual and customary fees for the wire transfer of each Borrowing. Upon receipt of all requested funds, the Administrative Agent will make such Loans available to the Borrower Representative by promptly wiring the amounts so received, in like funds, to the Funding Account or as otherwise directed by the Borrower Representative in the applicable Borrowing Request; provided that ABR Loans and/or Canadian Prime Rate Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.05(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank and (ii) a Protective Advance shall be retained by the Administrative Agent.

(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 paragraph (a) of this Section and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers each 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 applicable Borrower to, but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the Overnight Rate or (ii) in the case of the Borrowers, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing and the Borrowers' obligation to repay the Administrative Agent such corresponding amount pursuant to this Section 2.06(b) shall cease; provided, that any interest received from a Borrower by the Administrative Agent during the period beginning when Administrative Agent funded the Borrowing until such Lender pays such amount shall be solely for the account of the Administrative Agent. If a Borrower pays such amount to the Administrative Agent, the amount so paid shall constitute a repayment of such Borrowing by such amount. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrowers or any other Loan Party may have against any Lender as a result of any default by such Lender hereunder. It is understood that the Administrative Agent shall not have a duty to advance its personal funds pursuant to this Section.

Section 2.07 Type; Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of (i) a SOFR Borrowing, shall be subject to the then current One Month Term SOFR Index or (ii) a Term CORRA Borrowing or a Daily Compounded CORRA Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower Representative may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term CORRA Borrowing or a Daily Compounded CORRA Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower Representative 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. This Section shall not apply to Swingline Borrowings or Protective Advances, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower Representative shall notify the Administrative Agent of such election either by delivering an irrevocable Interest Election Request in writing (by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif")) signed by a Responsible Officer of the Borrower Representative by the time that a Borrowing Request would be required under Section 2.03 if the Borrower Representative was requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election.

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

(i) the name of the applicable Borrower and 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) the Agreed Currency of such Borrowing and whether the resulting Borrowing is to be an ABR Borrowing or a SOFR Borrowing in the case of a Borrowing by a Borrower, or a Term CORRA Borrowing, a Daily Compounded CORRA Borrowing or a Canadian Prime Rate Borrowing, in the case of a Borrowing by a Canadian Borrower; and

(iv) if the resulting Borrowing is a Term CORRA Borrowing or a Daily Compounded CORRA Borrowing, 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 Term CORRA Borrowing or a Daily Compounded CORRA Borrowing but does not specify an Interest Period, then the Borrower Representative shall be deemed to have selected an Interest Period of one month's duration.

(d) The Administrative Agent shall advise each applicable Lender of the details of an Interest Election Request and such Lender's portion of such resulting Borrowing no less than one Business Day before the effective date of the election made pursuant to such Interest Election Request.

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

Section 2.08 Termination and Reduction of Commitments.

(a) The Revolving Credit Commitments shall terminate on the Revolving Credit Maturity Date.

(b) Upon delivering the written notice required by Section 2.08(d), the Borrowers may at any time terminate the Revolving Credit Commitments upon (i) the payment in full in Cash of all outstanding Revolving Loans, together with accrued and unpaid interest thereon, (ii) the cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, the furnishing to the Administrative Agent of a Cash deposit (or if reasonably satisfactory to the Administrative Agent and the applicable Issuing Bank, a backup standby letter of credit) equal to 103% (or 105% in the case of Letters of Credit denominated in Canadian Dollars) of the LC Exposure as of such date) and (iii) the payment in full of all accrued and unpaid fees and all reimbursable expenses and other non-Contingent Obligations with respect to the Revolving Facility then due, together with accrued and unpaid interest (if any) thereon.

(c) Upon delivering the notice required by Section 2.08(d), the Borrowers may from time to time reduce the Revolving Credit Commitments; provided that (i) each reduction of the Revolving Credit Commitments shall be in an amount that is an integral multiple of the Dollar Equivalent of $100,000 and not less than the Dollar Equivalent of $1,000,000 and (ii) the Borrowers shall not reduce the Revolving Credit Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.09 or Section 2.10, the Total Revolving Credit Exposure would exceed the Line Cap.

(d) The Borrower Representative shall notify the Administrative Agent in writing of any election to terminate or reduce the Commitments under paragraph (b) or (c) of this Section 2.08 on or before 11:00 a.m. New York City time at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of termination of the

Revolving Credit Commitments delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other transactions, in which case such notice may be revoked by the Borrower Representative (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving Credit Commitments pursuant to this Section 2.08 shall be permanent. Upon any reduction of the Revolving Credit Commitments, the Revolving Credit Commitment of each Revolving Lender shall be reduced by such Revolving Lender's Applicable Percentage of such reduction amount.

Section 2.09 Repayment of Loans; Evidence of Debt.

(a) The Borrowers hereby unconditionally promise to pay (i) to the Administrative Agent for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan on the Revolving Credit Maturity Date and (ii) to the Administrative Agent the then unpaid amount of each Protective Advance on the earlier of the Revolving Credit Maturity Date and upon one Business Days' written demand therefor by the Administrative Agent. Each such payment shall be made by the Borrowers in the same currency as each outstanding Revolving Loan that is being repaid. On the Revolving Credit Maturity Date, the Borrowers shall or shall cause the beneficiary thereof to cancel and return all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, furnish to the Administrative Agent a Cash deposit (or if reasonably satisfactory to the relevant Issuing Bank, a backup standby letter of credit) equal to 103% (or 105% in the case of Letters of Credit denominated in Canadian Dollars) of the LC Exposure as of such date) and make payment in full in Cash of all accrued and unpaid fees and all reimbursable expenses and other Obligations with respect to the Revolving Facility then due, together with accrued and unpaid interest (if any) thereon.

(b) 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.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof, the SOFR Index Period and 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.

(d) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section 2.09 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 (d) of this Section 2.09 and any Lender's records, the accounts of the Administrative Agent shall govern; provided, further, that in event of any inconsistency between the accounts maintained by the Administrative Agent pursuant to paragraph (d) of this Section 2.09 and the Register, the Register shall govern.

(e) 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. In the event that one or more Promissory Notes shall be issued after the date hereof, it shall not be necessary

to tender or present any such Promissory Note to the Administrative Agent for any payment hereunder including the applicable maturity date.

Section 2.10 Prepayment of Loans.

(a) Optional Prepayments.

(i) [Reserved].

(ii) Upon prior notice in accordance with paragraph (a)(iii) of this Section 2.10, the Borrowers shall have the right at any time and from time to time to prepay any Borrowing of Revolving Loans in whole or in part without premium or penalty (but subject to Section 2.15). Prepayments made pursuant to this Section 2.10(a)(ii) shall be applied in accordance with Section 2.17(b).

(iii) The Borrower Representative shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender) in writing by providing a Prepayment Notice with respect to (A) of any prepayment under this Section 2.10(a) in the case of prepayment of a SOFR Borrowing, not later than 11:00 a.m., New York City time, three U.S. Government Securities Business Days before the date of prepayment, (B) in the case of a CORRA Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment or (C) in the case of prepayment of an ABR Borrowing or Canadian Prime Rate Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each Prepayment Notice shall be irrevocable and shall specify the prepayment date and the principal amount and currency of each Borrowing or portion thereof to be prepaid; provided that a Prepayment Notice delivered by the Borrower Representative may state that such Prepayment Notice is conditioned upon the effectiveness of other transactions, in which case such Prepayment Notice may be revoked by the Borrower Representative (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such Prepayment Notice relating to a Borrowing, the Administrative Agent shall advise the relevant Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02(c). Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included in the prepaid Borrowing. Prepayments shall be accompanied by (i) accrued interest to the extent required by Section 2.12 and (ii) break funding payments pursuant to Section 2.15, as applicable.

(b) Mandatory Prepayments.

(i) If for any reason, at any time the Total Revolving Credit Exposure exceeds the Line Cap (an "**Overadvance**") (other than as a result of a Protective Advance that the Administrative Agent has determined to make and/or to permit to remain outstanding), then the Borrowers shall promptly, but in any event, on the date of such Overadvance arises, prepay the Obligations in an aggregate amount equal to such excess by applying such prepayment *first*, to repay and permanently reduce Pre-Petition Revolving Loans in accordance with the Pre-Petition Credit Agreement, *second*, to repay Swingline Loans and (subject to the parenthetical above) Protective Advances that may be outstanding, *third*, to the outstanding principal amount of the Revolving Loans until the Total Revolving Credit Exposure no longer exceeds the Line Cap. No prepayment applied to the Revolving Loans or to cash collateralize LC Exposure under this Section 2.10(b)(i) shall result in a reduction in the Aggregate Revolving Commitment.

(ii) Prepayments shall be accompanied by accrued interest as required by Section 2.12. All prepayments of Borrowings under Section 2.10(b)(i) shall be subject to Section 2.15, but shall otherwise be without premium or penalty.

Section 2.11 Fees.

(a) The Borrowers agree to pay to the Administrative Agent for the account of each Revolving Lender (subject to Section 2.20) a commitment fee, which shall accrue at a rate equal to 0.75% per annum on the average daily amount of the Unused Revolving Credit Commitment of such Revolving Lender during the period from and including the Closing Date to the date on which such Lender's Revolving Credit Commitments terminate. Accrued commitment fees shall be payable in arrears on the first Business Day of each month and on the date on which the Revolving Credit Commitments terminate. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of this Section 2.11(a), the Unused Revolving Credit Commitment of each Lender shall be calculated based on the Swingline Exposure of such Lender calculated assuming that all of the Lenders have funded their participations in all Swingline Loans outstanding at such time.

(b) The Borrowers agree to pay to the Administrative Agent, for its own account, the fees set forth in the Agent Fee Letter referred to in the definition of "Fee Letters", payable in the amounts and at the times specified therein or as so otherwise agreed upon by the Borrower Representative and the Administrative Agent, or such other fees as may otherwise be separately agreed upon by the Borrower Representative and the Administrative Agent in writing.

(c) All fees payable hereunder shall be paid in Dollars on the dates due, in immediately available funds, to the Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Revolving Lenders. Fees paid shall not be refundable under any circumstances.

Section 2.12 Interest.

(a) The Loans comprising each ABR Borrowing (including Swingline Loans) and each Protective Advance shall bear interest at the Alternate Base Rate *plus* the Applicable Rate. The Loans comprising Canadian Prime Rate Borrowings shall bear interest at the Canadian Prime Rate *plus* the Applicable Rate.

(b) Notwithstanding anything to the contrary herein, no Term SOFR Borrowing or Term CORRA Borrowings shall be made available pursuant this Agreement.

(c) Notwithstanding the foregoing, if any Event of Default shall have occurred and be continuing (after the expiration of any applicable grace period), at the option of the Administrative Agent or at the direction of the Required Lenders, all outstanding Obligations 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 Loan, 2.0% *plus* the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section 2.12, (ii) in the case of any other Obligations, 2.0% *plus* the rate applicable to ABR Loans as provided in paragraph (a) of this Section 2.12; provided that no amount shall accrue or be payable pursuant to this Section 2.12(c) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Revolving Credit Commitments; provided that (i) interest

accrued pursuant to paragraph (c) of this Section 2.12 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan or Canadian Prime Rate Loan prior to the termination of the relevant Commitments), 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 SOFR Index Period, or any conversion of any CORRA 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.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to (i) the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate and the Canadian Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and (ii) the Term CORRA Reference Rate, Adjusted Term CORRA and Adjusted Daily Compounded CORRA shall be computed on the basis of a year of 365 days, and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. The applicable Alternate Base Rate, Adjusted Term SOFR, Canadian Prime Rate, Adjusted Term CORRA or Adjusted Daily Compounded CORRA shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. Interest shall accrue on each Loan for the day on which the Loan is made and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall bear interest for one day.

(f) For the purposes of the Interest Act (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of a 360-day or any other period of time that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by three hundred and sixty (360) or the number of days in such period, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement. The parties acknowledge that there is a material difference between the stated nominal rates and effective yearly rates taking into account reinvestment, and that such parties are capable of making the calculations required to determine effective yearly rates.

(g) In connection with the use or administration of Term SOFR, Term CORRA or Daily Compounded CORRA, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower Representative and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR or CDOR.

Section 2.13 Alternate Rate of Interest.

(a) Subject to Section 2.13(b), if, on or prior to the first day of any SOFR Index Period for a SOFR Borrowing or of any Interest Period for a CORRA Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that reasonable and adequate means do not exist for ascertaining Adjusted Term SOFR, Term CORRA or Daily Compounded CORRA, as applicable, pursuant to the definition thereof; or

(ii) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan, Term CORRA Loan or Daily Compounded CORRA Loan or a conversion thereto or a continuation thereof that Adjusted Term SOFR, Term CORRA or Daily Compounded CORRA, as applicable, for any requested SOFR Index Period or Interest Period with respect to a proposed SOFR Loan, Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, 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;

then the Administrative Agent shall promptly give notice thereof to the Borrower Representative and the Lenders by facsimile or email as promptly as practicable thereafter. Upon notice thereof by the Administrative Agent to the Borrower Representative, any obligation of the Lenders to make SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, and any right of the Borrowers to continue SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or to convert ABR Loans to SOFR Loans or to convert Canadian Prime Rate Loans to Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, shall be suspended (to the extent of the affected SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans, or affected SOFR Index Period or Interest Periods, as applicable) until the Administrative Agent (with respect to clause (a)(ii), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower Representative may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans(to the extent of the affected SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans or affected SOFR Index Period or Interest Periods, as applicable) or, failing that, the Borrower Representative will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans or Canadian Prime Rate Loans, as applicable, in the amount specified therein and (ii) any outstanding affected SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans will be deemed to have been converted into ABR Loans or Canadian Prime Rate Loans, as applicable, at the end of the applicable SOFR Index Period or Interest Period. Upon any such conversion, the Borrower Representative shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.15. Subject to Section 2.13(b), if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that Adjusted Term SOFR, Adjusted Term CORRA or Adjusted Daily Compounded CORRA cannot be determined pursuant to the definition thereof on any given day, the interest rate on ABR Loans or Canadian Prime Rate Loans shall be determined by the Administrative Agent without reference to clause (b) of the definition of Alternate Base Rate or clause (ii) of the definition of Canadian Prime Rate, as applicable, until the Administrative Agent revokes such determination.

(b) Effect of Benchmark Transition Event.

(i) *Benchmark Replacement*. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower Representative may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth ($5^{th}$) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower Representative so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.13(b)(i) will occur prior to the applicable Benchmark Transition Start Date.

(ii) *Benchmark Replacement Conforming Changes*. In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such 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 the Borrower Representative and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.13(b)(iv) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.13(b), 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 hereto or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.13(b).

(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 regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "SOFR Index Period" or "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "SOFR Index Period" or "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 the Borrower Representative's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower Representative may revoke any pending request for a SOFR Borrowing or CORRA Borrowing, as applicable, of, conversion to or continuation of SOFR Loans or CORRA Loans, as applicable, 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 Borrowing of or conversion to ABR Loans or Canadian Prime Rate Loans, respectively. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Alternate Base Rate.

Section 2.14 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve (including pursuant to regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, special, supplemental or other marginal reserve requirement) with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D)), special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or Issuing Bank; or

(ii) impose on any Lender or Issuing Bank any other condition affecting this Agreement or SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any SOFR Loan, Term CORRA Loan or Daily Compounded CORRA Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise) in respect of any SOFR Loan, Term CORRA Loan or Daily Compounded CORRA Loan in an amount deemed by such Lender or Issuing Bank to be material, then, within 30 days after the Borrower Representative's receipt of the certificate contemplated by paragraph (c) of this Section 2.14, the Borrowers will pay to such Lender or Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or Issuing Bank, as applicable, for such additional costs incurred or reduction suffered (including any Taxes other than (i) any Excluded Taxes and (ii) any Indemnified Taxes or Other Taxes indemnified under Section 2.16); 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 2.19 or (z) such circumstances in the case of requests for reimbursement under clause (ii) above resulting from a market disruption are not generally affecting the banking market.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding liquidity or capital requirements has or would have the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (including any Change in Law due to Taxes other than (i) any Excluded Taxes and (ii) any Indemnified Taxes or Other Taxes indemnified under Section 2.16) (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 Borrower Representative of the certificate contemplated by paragraph (c) of this Section 2.14 the Borrowers will pay to such Lender or such Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or Issuing Bank or its holding company, as applicable, as specified in paragraphs (a) or (b) of this Section 2.14 and setting forth in reasonable detail the manner in which such amount or amounts was determined shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The Borrowers shall pay such Lender or the Issuing Bank, as the case may be, the amount shown as due on any such certificate within twenty (20) days after receipt thereof.

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

Section 2.15 Break Funding Payments. In the event of (a) the conversion or prepayment of any principal of the conversion or prepayment of any principal of any Term CORRA Loan or Daily Compounded CORRA Loan other than on the last day of the Interest Period applicable thereto (in each case whether voluntary, mandatory, automatic, by reason of acceleration or otherwise), (b) the failure to borrow, convert, continue or prepay any Term CORRA Loan or Daily Compounded CORRA Loan on the date or in the amount specified in any notice delivered pursuant hereto or (c) the assignment of any Term CORRA Loan or Daily Compounded CORRA Loan of any Lender other than on the last day of the Interest Period applicable thereto, in each case, as a result of a request by the Borrower Representative pursuant to Section 2.18, then, in any such event, the Borrowers shall compensate each Lender for any loss, cost and expense attributable to such event (other than loss of profit), including any loss, cost or expense arising from 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 and the basis therefor and setting forth in reasonable detail the manner in which such amount or amounts was determined shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within twenty (20) days after receipt thereof.

Section 2.16 Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by Requirements of Law. If any Requirements of Law (as determined in the good faith discretion of an applicable withholding agent) require the deduction or withholding of any Tax from any such payment by a Loan Party, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with the Requirements of Law; provided that if an applicable withholding agent shall be required to deduct or withhold any Indemnified Taxes from such payments, then (i) the sum payable by the applicable Loan Party shall be increased as necessary so that after making all such required deductions or withholdings (including deductions and withholdings applicable to additional sums payable under this Section) the Administrative Agent (acting for its own account), any Lender or any Issuing Bank (as applicable) receives an amount equal to the sum it would have received had no such deductions or withholding been made, (ii) such withholding agent shall make such deductions or withholdings and (iii) such withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Requirements of Law. If at any time a Loan Party is required by Requirements of Law to make any deduction or withholding from any sum payable hereunder, such Loan Party shall promptly notify the relevant Lender or Issuing Bank or the Administrative Agent upon becoming aware of the same. In addition, each Lender or the Administrative Agent, as applicable, shall promptly notify a Loan Party upon becoming aware of any circumstances as a result of which a Loan Party is or would be required to make any deduction or withholding from any sum payable hereunder. It is understood that the Borrower Representative and Administrative Agent can act as withholding agent hereunder.

(b) In addition (and without duplication of other amounts payable by the Loan Parties under this Section), the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with Requirements of Law.

(c) Each Loan Party shall indemnify the Administrative Agent, each Lender and each Issuing Bank within thirty (30) days after written demand therefor, for the full amount of any Indemnified Taxes paid by the Administrative Agent or such Lender or Issuing Bank, as applicable (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties and interest (other than any penalties or interest attributable to the gross negligence or willful misconduct of the Administrative Agent, such Lender or such Issuing Bank (in each case, as determined by a court of competent jurisdiction in a final, non-appealable judgment; provided, the Administrative Agent's, a Lender's or an Issuing Bank's failure to furnish notice of a claim within six months from the date on which the Administrative Agent, such Lender or Issuing Bank has received notice from the relevant Governmental Authority that amounts were being asserted against the Administrative Agent, such Lender or Issuing Bank, as applicable, shall be deemed to be gross negligence)), and reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided that if the Loan Party reasonably believes that such Taxes were not correctly or legally asserted, the Administrative Agent, Lender or Issuing Bank, as applicable, will use reasonable efforts to cooperate with the Loan Party to obtain a refund of such Taxes (which shall be repaid to the Loan Party in accordance with Section 2.16(g)) so long as such efforts would not, in the sole determination of the Administrative Agent, such Lender or Issuing Bank, result in any additional costs or expenses not reimbursed by the Loan Party or be otherwise materially disadvantageous to it. A certificate as to the amount of such payment or liability delivered to any Loan Party by a Lender, an Issuing Bank (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Bank and certifying that such Lender or Issuing Bank is generally charging the relevant amounts to similarly situated borrowers, shall be conclusive absent manifest error.

(d) Each Lender shall severally indemnify, within thirty (30) days after demand therefor, (i) the Administrative Agent for 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) the Administrative Agent and any Loan Party for 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) the Administrative Agent and any Loan Party for any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent or such Loan Party 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 or such Loan Party shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent and the Loan Parties to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent or such Loan Party to the Lender from any other source against any amount due to the Administrative Agent or such Loan Party under this paragraph (d).

(e) As soon as practicable after any payment of Indemnified Taxes by a Loan Party to a Governmental Authority, 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.

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Representative and the Administrative Agent, on or prior to the date on which such Lender becomes a Lender under this Agreement and at the time or times reasonably requested in writing by the Borrower Representative or the Administrative Agent, such properly completed and executed documentation prescribed by applicable laws or by the taxing authorities of any jurisdiction and such other documentation reasonably requested in writing by the Borrower Representative or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower Representative or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or by the taxing authority of any jurisdiction or reasonably requested in writing by the Borrower Representative or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary herein, the completion, execution and submission of such documentation (other than such documentation set forth in clauses (A), (B) and (D) of Section 2.16(f)(ii) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender (it being understood that providing any information currently required by any U.S. federal income tax withholding form shall not be considered prejudicial to the position of a Lender).

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a "U.S. person" as defined under Section 7701(a)(30) of the Code shall deliver to the Borrower Representative and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), executed copies of IRS Form W-9 (or successor form) certifying that such Lender is not subject to U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Representative and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate 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 a Borrower within the

meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") substantially in the form of Exhibit I-1 and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Representative and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or Administrative Agent to determine the withholding or deduction required to be made; and

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

(E) The Lenders and any transferees or assignees after the Closing Date will be required to provide to the Administrative Agent or its agents all information, documentation or certifications reasonably requested by the Administrative Agent to permit the Administrative Agent to comply with its tax reporting obligations under applicable law, including any applicable cost basis reporting obligations.

(iii) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall (to the extent it is legally entitled to do so) promptly deliver to the Borrower Representative and the Administrative Agent renewals, amendments or additional or successor forms, properly completed and duly executed by such Lender, together with any other certificate or statement of exemption required in order to confirm or establish such Lender's status or that such Lender is entitled to an exemption from or reduction in applicable Tax. If as a result of any Change in Law, regulation or treaty, or in any official application or interpretation thereof applicable to the

payments made by or on behalf of any Loan Party or by the Administrative Agent under any Loan Document or any change in an income tax treaty applicable to any Lender, any Lender is unable to submit to the Borrower Representative or the Administrative Agent any form or certificate that such Lender is obligated to submit pursuant to Section 2.16(f) or such Lender is required to withdraw or cancel any such form or certificate previously submitted or any such form or certificate otherwise becomes ineffective or inaccurate, such Lender shall promptly notify the Borrower Representative and Administrative Agent of such fact and the Lender shall not be obligated to provide any such form or certificate and will be entitled to withdraw or cancel any affected form or certificate, as applicable.

(iv) Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to Section 2.16(f).

(v) On or before the date the Administrative Agent becomes a party to this Agreement, the Administrative Agent shall provide to the Borrower Representative, two duly-signed, properly completed copies of the documentation prescribed in clause (x) or (y) below, as applicable (together with all required attachments thereto): (x) IRS Form W-9 or any successor thereto, or (y) if the Administrative Agent is not a "U.S. person" as defined under Section 7701(a)(30) of the Code, (A) 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 Borrowers to be treated as a U.S. Person for U.S. federal withholding purposes. At any time thereafter, the Administrative Agent shall (to the extent it is legally entitled to do so) 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 Representative. The Administrative Agent represents to the company that it is a "U.S. person" and a "U.S. financial institution" within the meaning of Treasury Regulations Sections 1.1441-1 and 1.1471-3, as applicable, and that it will comply with its obligations to withhold under Section 1441 of the Code and FATCA.

(g) If the Administrative Agent, an Issuing Bank or a Lender determines, in its sole discretion, that it has received a refund of any Indemnified 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 2.16, 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 2.16 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, such Lender or Issuing Bank (including any Taxes imposed with respect to such refund) as is determined by the Administrative Agent, such Lender or Issuing Bank in good faith in its reasonable discretion, and without interest (other than any net after-Tax interest paid by the relevant Governmental Authority with respect to such refund); provided that such Loan Party, upon the request of the Administrative Agent, such Lender or Issuing Bank, agrees to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or Issuing Bank in the event the Administrative Agent, such Lender or Issuing Bank is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the Administrative Agent, a Lender or an Issuing Bank 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 Administrative Agent, Lender or Issuing Bank in a less favorable net after-Tax position than the Administrative Agent, Lender or Issuing Bank would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph (g) shall not be construed to require the Administrative Agent, any Lender or Issuing Bank 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 2.16 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 2.17 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) The Borrowers shall make each payment required to be made by them hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Sections 2.14, 2.15 or 2.16, or otherwise) in immediately available funds, without set-off (except as otherwise provided in Section 2.16) or counterclaim and, unless otherwise specified, prior to 2:00 p.m. on the date when due. 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 Borrower Representative by the Administrative Agent, except payments to be made directly to the applicable Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.14, 2.15 or 2.16 and 9.03 shall be made directly to the Persons entitled thereto. 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 otherwise provided herein (including in Section 2.20), each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans of a given Class 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 the same Agreed Currency as the Borrowing in respect of which such payment is being made. 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. The Administrative Agent shall distribute any such payments denominated in the same currency received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Notwithstanding the foregoing provisions of this Section, if, after the making of any Borrowing in Canadian Dollars, currency control or exchange regulations are imposed in the country which issues such currency with the result that the type of currency in which the extension of credit was made (the "**Original Currency**") no longer exists, or any Borrower is not able to make payment to the Administrative Agent for the account of the Lenders in such Original Currency, or the terms of this Agreement require the conversion of such extension of credit into Dollars, then all payments to be made by a Loan Party hereunder in such currency shall, to the fullest extent permitted by law, instead be made when due in Dollars in an amount equal to the Dollar Equivalent (as of the date of repayment) of such payment due, it being the intention of the parties hereto that the Borrowers take all risks of the imposition of any such currency control or exchange regulations or conversion, and each Borrower agrees to indemnify and hold harmless the Swingline Lender, the Issuing Bank, the Administrative Agent and the Lenders from and against any loss resulting from any extension of credit made to or for the benefit of such Borrower denominated in Canadian Dollars that is not repaid to the Swingline Lender, the Issuing Bank, the Administrative Agent or the Lenders, as the case may be, in the Original Currency.

(b) Subject in all respects to the provisions of the Term Loan Intercreditor Agreement, (x) all proceeds of Collateral received by the Administrative Agent (including all amounts received after an Event of Default has occurred and is continuing and all or any portion of the Loans shall have been accelerated hereunder pursuant to Section 7.01), (y) all amounts to be applied during a Cash Dominion Period, and (z) all payments not constituting a specific payment of interest or fees or other sum payable under the Loan Documents (which shall be applied as specified herein or any other applicable Loan Document) shall be applied, *first*, to pay Pre-Petition Revolving Loans in accordance with the Pre-Petition Credit Agreement, *second*, on a *pro rata* basis, to pay any fees, indemnities or expense reimbursements then due to the Administrative Agent or any Issuing Bank from the Borrowers constituting Obligations, *third* on a *pro rata* basis, to pay any fees, indemnities or expense reimbursements then due to the Lenders from the Borrowers constituting Obligations, *fourth*, to pay interest due and payable hereunder in respect of any Loans, on a *pro rata* basis, *fifth*, to prepay principal on the Loans and pay unreimbursed LC Disbursements and, to the extent Reserves have been implemented in respect thereof, to pay all Banking Services Obligations that constitute Secured Obligations and to pay all Secured Hedging Obligations, in each case in an aggregate amount for all Banking Services Obligations and Secured Hedging Obligations not to exceed $2,500,000 or such greater amount as the Administrative Agent and (if the Payment in Full of the Term Loan Obligations (as such terms are defined in the Term Loan Intercreditor Agreement) has not occurred) the Term Loan Agent agree in their respective sole discretion on a *pro rata* basis among the Secured Parties, *sixth*, to pay an amount to the Administrative Agent equal to 103% (or 105% in the case of Letters of Credit denominated in Canadian Dollars) of LC Exposure on such date, to be held in the LC Collateral Account as cash collateral for such Obligations, on a *pro rata* basis, *seventh*, to the payment of any other Secured Obligation (other than contingent indemnification obligations for which no claim has yet been made, Banking Services Obligations that constitute Secured Obligations and Secured Hedging Obligations) due to the Administrative Agent or any Lender on a *pro rata* basis, *eighth*, to pay all Banking Services Obligations that constitute Secured Obligations and to pay all Secured Hedging Obligations, in an aggregate amount for all Banking Services Obligations and Secured Hedging Obligations not to exceed $2,500,000 (less any amount paid pursuant to the clause *fifth* above) or such greater amount as the Administrative Agent and (if the Payment in Full of the Term Loan Obligations (as such terms are defined in the Term Loan Intercreditor Agreement) has not occurred) the Term Loan Agent agree in their respective sole discretion on a *pro rata* basis among the Secured Parties, *ninth*, following the Payment in Full of the Term Loan Obligations (as such terms are defined in the Term Loan Intercreditor Agreement), any remaining Banking Services Obligations and Secured Hedging Obligations and *tenth*, to the Borrowers or as the Borrower Representative shall direct.

(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 or participations in LC Disbursements of any Class resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and Swingline Loans of such Class and accrued interest thereon than the proportion received by any other Lender with Loans of such Class, then the Lender receiving such greater proportion shall purchase (for Cash at face value) participations in the Loans and sub-participations in LC Disbursements and Swingline Loans of other Lenders of such Class at such time outstanding to the extent necessary so that the benefit of all such payments shall be shared by the Lenders of such Class ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements and Swingline 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 (x) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements or Swingline Loans to any permitted assignee or participant, or (z) any payment of any fees to the Administrative Agent, the Lead Arranger or

the Lenders. Each Borrower consents to the foregoing and agrees, 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 such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower Representative prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any Issuing Bank 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 or the applicable Issuing Bank the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or the applicable Issuing Bank severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank 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 Overnight Rate. It is understood that the Administrative Agent shall not have a duty to advance its personal funds pursuant to this Section.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.06(b), Section 2.17(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 or paragraphs, as applicable, until all such unsatisfied obligations are fully paid.

Section 2.18 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.14 or such Lender determines it can no longer make or maintain SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans pursuant to Section 2.19, or if any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or its participation in any Letters of Credit affected by such event, 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 2.14 or 2.16, as applicable, in the future and (ii) would not subject such Lender to any unreimbursed out-of-pocket cost or expense and would not otherwise be disadvantageous to such Lender. 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 2.14 or such Lender determines it can no longer make or maintain SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans pursuant to Section 2.19, (ii) any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, (iii) any Lender is a Defaulting Lender or (iv) in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly affected thereby" with respect to which Required Lender 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) terminate the applicable Revolving Credit Commitments of such Lender and repay all Obligations of the Borrowers owing to such Lender relating to the Loans and participations held by such Lender as of such termination date under the Revolving Facility as the Company may elect on a non-pro rata basis 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 amount of its Loans and, if applicable, participations in LC Disbursements and Swingline Loans, in each case of such Class of Loans, Revolving Credit Commitments and, other than in the case of a Defaulting Lender, accrued interest thereon, accrued fees and all other amounts payable to it hereunder with respect to such Class of Loans, Revolving Credit Commitments, (ii) in the case of any assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments and (iii) such assignment does not conflict with applicable law. A Lender (other than a Defaulting Lender) shall not be required to make any such assignment and delegation, and the Borrowers may not repay the Obligations of such Lender or terminate its Commitments, 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 this Section 2.18, it shall (x) execute and deliver to the Administrative Agent an Assignment and Assumption to evidence such sale and purchase and shall deliver to the Borrowers 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 2.18 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 and (y) consent to such proposed amendment, waiver or consent prior to signing such Assignment and Assumption. 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). To the extent a Lender is replaced pursuant to Section 2.18(b)(iv).

Section 2.19 Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the Closing Date that it is unlawful, for such Lender or its applicable lending office to make or maintain any SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans then, on notice thereof by such Lender to the Borrower Representative through the Administrative Agent, any obligations of such Lender to make or continue SOFR Loans, Term CORRA Loans or Daily Compounded CORRA Loans or to convert ABR Borrowings to SOFR Borrowings or Canadian Prime Rate Borrowings to Term CORRA Borrowings or Daily Compounded CORRA Borrowings shall be suspended until such Lender notifies the Administrative Agent and the Borrower Representative that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers shall upon demand from such Lender (with a copy to the Administrative Agent), either convert all SOFR Borrowings of such Lender to ABR Borrowings or all Term CORRA Borrowings or Daily Compounded CORRA Borrowings of such Lender to Canadian Prime Rate Borrowings, as applicable, either on the last day of the SOFR Index Period or Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Borrowings, Term CORRA Borrowings or Daily Compounded CORRA Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the determination of such Lender, otherwise be materially disadvantageous to it.

Section 2.20 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Fees shall cease to accrue on the unfunded portion of the Revolving Credit Commitment of such Defaulting Lender pursuant to Section 2.11(a) and, subject to clause (d)(iv) below, on the participation of such Defaulting Lender in Letters of Credit pursuant to Section 2.11(b).

(b) The Commitments and the LC Exposure of such Defaulting Lender shall not be included in determining whether all Lenders, all "affected Lenders" or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 9.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender disproportionately and adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

(c) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of a Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.10, Section 2.14, Section 2.15, Section 2.16, Section 2.17, Article 7, Section 9.06 or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 9.09), shall be applied at such time or times as may be determined by the Administrative Agent and, where relevant, the Borrower Representative as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to any applicable Issuing Banks or the Swingline Lender hereunder; third, if so reasonably determined by the Administrative Agent or reasonably requested by the applicable Issuing Bank, to be held as cash collateral for future funding obligations of that Defaulting Lender of any participation in any Letter of Credit; fourth, as the Borrower Representative may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower Representative, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) cash collateralize the Issuing Bank's future LC Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with this Section; sixth, to the payment of any amounts owing to the non-Defaulting Lenders and any Issuing Bank or Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any non-Defaulting Lender or any Issuing Bank or Swingline Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; seventh, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and eighth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of, or LC Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in the Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure and Swingline Loans are held by the Lenders pro rata in accordance with the Commitments without giving effect to clause (d) below. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender or to post cash collateral pursuant to this Section 2.20(c) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(d) If any Swingline Exposure or LC Exposure exists at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of such Swingline Exposure and LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving Credit Exposures does not exceed the total of all non-Defaulting Lenders' Revolving Credit Commitments and (y) such reallocation does not cause the aggregate Revolving Credit Exposure of any non-Defaulting Lender to exceed such non-Defaulting Lender's Revolving Credit Commitments; provided, that, subject to Section 9.04, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall (x) within two (2) Business Days following notice by the Administrative Agent prepay such Swingline Exposure and (y) without prejudice to any other right or remedy available to it hereunder or under law, within two (2) Business Days following notice by the Administrative Agent, cash collateralize 100% of such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to paragraph (i) above and any cash collateral provided by the Defaulting Lender or pursuant to Section 2.20(c) above) or make other arrangements reasonably satisfactory to the Administrative Agent and to the applicable Issuing Bank with respect to such LC Exposure. Cash collateral (or the appropriate portion thereof) provided to reduce LC Exposure or other obligations shall be released promptly following (A) the elimination of the applicable LC Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 2.18)) or (B) the Administrative Agent's good faith determination that there exists excess cash collateral (including any subsequent reallocation of LC Exposure among non-Defaulting Lenders described in clause (i) above);

(iii) if the LC Exposure of the non-Defaulting Lenders are reallocated pursuant to this Section 2.20(d), then the fees payable to the Revolving Lenders pursuant to Sections 2.11(a) and (b), as the case may be, shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(iv) if any Defaulting Lender's LC Exposure is not cash collateralized, prepaid or reallocated pursuant to this Section 2.20(d), then, without prejudice to any rights or remedies of the applicable Issuing Bank or any Revolving Lender hereunder, all letter of credit fees payable under Section 2.11(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the applicable Issuing Bank until such Defaulting Lender's LC Exposure is reallocated and/or cash collateralized.

(e) So long as any Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, extend, create, incur, amend or increase any Letter of Credit unless it is reasonably satisfied that the related exposure will be 100% covered by the Revolving Credit Commitments of the non-Defaulting Lenders, cash collateral provided pursuant to Section 2.20(c) and/or cash collateral will be provided by the Borrowers in accordance with Section 2.20(d), and Swingline Exposure related to any newly made Swingline Loan and participating interests in any such newly issued, extended or created Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(d)(i) (and Defaulting Lenders shall not participate therein).

(f) In the event that the Administrative Agent, the Borrowers, the Swingline Lender and the Issuing Banks each agree that a Defaulting Lender has adequately remedied all matters that caused such

Lender to be a Defaulting Lender, then the Applicable Percentage of the Swingline Exposure and the LC Exposure of the Revolving Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Credit Commitment and on such date such Revolving Lender shall purchase at par such of the Revolving Loans of the other Revolving Lenders (other than Swingline Loans) or participations in Revolving Loans as the Administrative Agent shall determine may be necessary in order for such Revolving Lender to hold such Revolving Loans or participations in accordance with its Applicable Percentage; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrowers while that Revolving Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.21 Designation of Borrowers; Co-Borrowers. As of the Closing Date, the Company is the sole Borrower under this Agreement, and no other Loan Party or Subsidiary may be designated as a "Borrower" hereunder without the prior written consent of the Administrative Agent.

## ARTICLE 3 REPRESENTATIONS AND WARRANTIES

On the dates and to the extent required pursuant to Sections 4.01 or 4.02 hereof, as applicable, each of Holdings (solely to the extent applicable to it), the Borrowers and the other Loan Parties, on behalf of themselves and their respective Subsidiaries represent and warrant to the Administrative Agent and the Lenders that:

Section 3.01 Organization; Powers. Each of the Loan Parties and each of its Subsidiaries (a) is duly organized, validly existing and in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of the jurisdiction of its organization, (b) 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, solely in the case of this clause (c), where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. Subject to entry by the Bankruptcy Court of the Financing Order and any other applicable order of the Bankruptcy Court, the execution, delivery and performance of each of the Loan Documents 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. Upon entry by the Bankruptcy Court of the Financing Order and in the case of the Canadian Borrower the Canadian DIP Recognition Order, each Loan Document to which any Loan Party is a party will have been duly executed and delivered by such Loan Party and will be a legal, valid and binding obligation of such Loan Party, enforceable 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. Except for the entry by the Bankruptcy Court of the Financing Order and in the case of the Canadian Borrower the Canadian DIP Recognition Order, the execution and delivery of the Loan Documents by each Loan Party thereto and the performance by such Loan Party thereof (a) do not require any 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 necessary to perfect Liens created pursuant to the Loan Documents and (iii) such consents, approvals, registrations, filings, or other actions the failure to obtain or make which could not be reasonably expected to have a Material Adverse Effect, (b) will not violate any (i) of such Loan Party's

Organizational Documents or (ii) any Requirements of Law applicable to such Loan Party which, in the case of this clause (b)(ii), would reasonably be expected to have a Material Adverse Effect and (c) will not violate or result in a default under any other Contractual Obligation of any of the Loan Parties which in the case of this clause (c) would reasonably be expected to result in a Material Adverse Effect.

Section 3.04 Financial Condition; No Material Adverse Effect; Approved Budget.

(a) As of the Closing Date, the financial statements most recently delivered to the Pre-Petition Agent pursuant to the Pre-Petition Credit Agreement and, after the Closing Date, the financial statements most recently delivered pursuant to this Agreement present fairly, in all material respects, the consolidated financial position and results of income and cash flows of the Borrowers as of such dates and for such periods in accordance with GAAP, except as otherwise noted therein, subject in the case of interim financial statements, to the absence of footnotes, disclosures and changes resulting from audit and normal year-end adjustments (none of which are material, individually or in the aggregate).

(b) Since the Petition Date, other than those events or circumstances customarily resulting from the commencement of a case under Chapter 11 of the Bankruptcy Code, no event or condition has occurred that has had or could be reasonably expected to have, either individually or in the aggregate, no Material Adverse Effect has occurred.

(c) The initial Approved Budget is attached to this Agreement as Annex I, which was furnished to the Administrative Agent on or prior to the Closing Date, and each subsequent Approved Budget delivered in accordance with Section 5.14, has been (or when delivered, will be) prepared by the Loan Parties (after consultation with the Company Advisors) in good faith, with due care and based upon assumptions the Loan Parties (and their chief restructuring officer) believed to be reasonable assumptions on the date of delivery of the then applicable Approved Budget. To the knowledge of the Borrower Representative (and its chief restructuring officer), as of the Closing Date, no facts exist that, individually or in the aggregate, would result in any material change to the Approved Budget for the period covered thereby.

Section 3.05 Properties.

(a) Each Loan Party and each of its Subsidiaries has good and valid fee simple title (or similar concept under any applicable jurisdiction) to or rights to purchase, or valid leasehold interests in, or other limited property interests in, all its Real Estate Assets and has good title to its personal property and assets, in each case, except (i) 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 assets for their intended purposes, or (ii) where the failure to have such title or rights would not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens. Schedule 3.05(a) sets forth (A) the address (including street address and state) of all Owned Real Property and (B) the nature of use of such Owned Real Property. None of the Owned Real Property is subject to any lease, license, sublease, assignment of leases or deed of trust, except as otherwise set forth on such Schedule 3.05(a).

(b) Each Loan Party and its Subsidiaries have valid title to or a valid license or right to use all patents, industrial designs, trademarks, service marks, trade names, copyrights, proprietary know how and data and other rights in works of authorship (including all copyrights embodied in software), and all other similar intellectual property rights (the foregoing, collectively, "**IP Rights**") needed to conduct the businesses of such Loan Party and its Subsidiaries as presently conducted without, to the knowledge of the Borrower Representative, any infringement or misappropriation of the IP Rights of third parties, except

where such failure to own or license or have rights to use would not, or where such infringement or misappropriation would not, have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) Except for the Chapter 11 Case, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower Representative, 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, would not reasonably be expected to result in a Material Adverse Effect, (i) no Loan Party nor any of its Subsidiaries has received 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 or (B) has become subject to any Environmental Liability.

(c) Neither any Borrower nor any of its Subsidiaries has treated, stored, transported, disposed of Hazardous Materials at or from any currently or formerly operated real estate or facility relating to its business in a manner that would reasonably be expected to have a Material Adverse Effect.

Section 3.07 Compliance with Laws.

(a) Each Loan Party and its Subsidiaries is in compliance with all Requirements of Law (other than pursuant to Anti-Corruption Laws and the Controlled Substances Act) applicable to it or its property, except, in each case, where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(b) Each Loan Party and its Subsidiaries is in material compliance with all Requirements of Law pursuant to Anti-Corruption Laws and the Controlled Substances Act applicable to it or its property.

Section 3.08 Investment Company Status. No Loan Party is required to be registered as an "investment company" under the Investment Company Act of 1940.

Section 3.09 Taxes. Each Loan Party 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 (including in the capacity of a withholding agent) that are due and payable, except (a) Taxes (or any requirement to file Tax returns with respect thereto) 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, would not reasonably be expected to result in a Material Adverse Effect or (c) to the extent not required to be paid by the Bankruptcy Court.

Section 3.10 ERISA; Canadian Pension Plans.

(a) No ERISA Event has occurred, or is reasonably expected to occur, that, when taken together with all other such ERISA Events, would reasonably be expected to result in a Material Adverse Effect.

(b) No Canadian Pension Termination Event has occurred or is reasonably expected to occur. None of Holdings, the Company or any of their respective Subsidiaries maintains, contributes to, or has any

liability or contingent liability with respect to any Canadian Defined Benefit Pension Plan as of the Closing Date, and thereafter, none of Holdings, the Company or any of their respective Subsidiaries will create, establish, maintain, contribute to, or have any liability or contingent liability with respect to any Canadian Defined Benefit Pension Plan.

Section 3.11 Disclosure. As of the Closing Date all written information (other than financial estimates, budgets, forecasts and other forward-looking information and information of a general economic or industry-specific nature) that has been made available concerning Holdings, the Company and its Subsidiaries, the Transactions or otherwise prepared by, or on behalf of, the foregoing by any of their respective 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, after giving effect to any supplements and updates provided thereto, did not, when furnished, supplemented, or updated 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 light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time).

Section 3.12 [Reserved].

Section 3.13 Capitalization and Subsidiaries. Schedule 3.13 sets forth, in each case as of the Closing Date, (a) a correct and complete list of the name of each Subsidiary of the Company and the ownership interest therein held by the Company or its applicable Subsidiary, and (b) the type of entity of the Company and each of its Subsidiaries.

Section 3.14 Security Interest in Collateral. Subject to entry of the Financing Order by the Bankruptcy Court, and in the case of the Canadian Borrower the Canadian DIP Recognition Order, the provisions of this Agreement and the other Loan Documents create legal, valid and enforceable Liens on all of the Collateral in favor of the Administrative Agent (or any designee or trustee on its behalf), for the benefit of itself and the other Secured Parties, subject, as to enforceability, to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity and principles of good faith and dealing, such Liens constitute perfected Liens on, and security interest in, all right, title and interest of the grantors in the Collateral, with the priority set forth in the Financing Order.

Section 3.15 Labor Matters. As of the Closing Date and as of the date of any Credit Extension, except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, there are no strikes, lockouts or slowdowns against any Borrower or any of its Subsidiaries pending or, to the knowledge of any Borrower or any of its Subsidiaries, overtly threatened. All material payments due from any Loan Party or its Subsidiary on account of wages and employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant party and each Loan Party or its Subsidiary has withheld all employee withholdings and has made all employer contributions to be withheld and made by it pursuant to Requirements of Law on account of any employee benefit plans, employment insurance and employee income taxes. As of Closing Date, the consummation of the transactions contemplated by the Loan Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party is bound to the extent that such would be reasonably expected to result in a Material Adverse Effect.

Section 3.16 Federal Reserve Regulations.

(a) On the Closing Date and as of the date of any Credit Extension, not more than 25% of the value of the assets of Holdings, the Company and its Subsidiaries, taken as a whole, is represented by Margin Stock.

(b) None of Holdings, the Company nor any of its 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 or Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of the provisions of Regulation T, U or X.

Section 3.17 Anti-Terrorism Laws.

(a) None of Holdings, the Company or any of its Subsidiaries, any Parent Company or any Affiliate or holder of Capital Stock of any of the foregoing nor, to the knowledge of the Company, any director, officer, agent or employee or Affiliate of any of the foregoing is (i) a Person on the list of "Specially Designated Nationals and Blocked Persons" or (ii) otherwise currently the target of any U.S. sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department ("**OFAC**") or any Sanctions administered or enforced by Global Affairs Canada or any other Sanctions authority with jurisdiction over any Lender, Holdings or any of its Subsidiaries or Affiliates, any Parent Company or any Affiliate or holder of Capital Stock of any of the foregoing; and the Borrowers will not directly or, to the knowledge of the Borrower Representative, indirectly use the proceeds of the Loans or Letters of Credit or otherwise make available such proceeds to any Person, for the purpose of financing activities or business of or with any Person that, at the time of such financing, is a Sanctioned Person, except to the extent licensed or otherwise authorized by OFAC, Global Affairs Canada or any other Sanctions authority with jurisdiction over any Lender, Holdings or any of its Subsidiaries or Affiliates, any Parent Company or any Affiliate or holder of Capital Stock of any of the foregoing; and no Borrower will take any action that would reasonably be expected to cause any party to this Agreement to be in violation of any applicable Sanctions.

(b) The Borrowers will not directly or, to the knowledge of the Borrower Representative, indirectly repay any debt or obligation owed under this Agreement, in whole or in part, out of any proceeds derived from any unlawful dealings with Sanctioned Persons.

(c) To the extent applicable, each Loan Party is in compliance, in all material respects, with (i) the Trading with the Enemy Act and applicable Sanctions (including each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V) and any other enabling legislation or executive order relating thereto); (ii) applicable Anti-Corruption Laws; and (iii) the USA PATRIOT Act.

(d) No part of the proceeds of any Loan or any Letter of Credit will be used, directly or, to the knowledge of the Borrower Representative, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any applicable Anti-Corruption Laws.

Section 3.18 Use of Proceeds. The proceeds of the Loans are intended to be and shall be used solely for the purposes set forth in and permitted by Section 5.11.

Section 3.19 Borrowing Base Calculation. The calculation by the Borrower Representative of each Borrowing Base in any Borrowing Base Certificate delivered to the Administrative Agent and the valuation thereunder is complete and accurate in all material respects as of the date of such delivery.

Section 3.20 Eligible Accounts. As to each Account that is identified by Borrowers as an Eligible Account in the most recent Borrowing Base Certificate submitted to the Administrative Agent pursuant to Section 5.01(d), as of the date of such delivery such Account is (a) a bona fide existing payment obligation of the applicable Account Debtor created by the sale and delivery of Inventory or the rendition of services to such Account Debtor in the ordinary course of a Loan Party's business, (b) owed to a Loan Party without any known defenses, disputes, offsets, counterclaims, or rights of return or cancellation, and (c) not excluded as ineligible by virtue of one or more of the excluding criteria (other than any Administrative Agent-discretionary criteria) set forth in the definition of "Eligible Account".

Section 3.21 Eligible Inventory. As to each item of Inventory that is identified by Borrowers as Eligible Inventory in the most recent Borrowing Base Certificate submitted to the Administrative Agent pursuant to Section 5.01(d), as of the date of such delivery such Inventory is (a) of good and merchantable quality, free from known defects, and (b) not excluded as ineligible by virtue of one or more of the excluding criteria (other than any Administrative Agent-discretionary criteria) set forth in the definition of "Eligible Inventory".

Section 3.22 Location of Inventory. Excluding Inventory with an aggregate value equal to or less than $1,000,000, the Inventory of each Borrower and its Subsidiaries identified by Borrowers as Eligible Inventory in the most recent Borrowing Base Certificate submitted to the Administrative Agent pursuant to Section 5.01(d) as of the date of such delivery is not stored with a bailee, warehouseman, or similar party and is located only at, or in-transit between, the locations identified on Schedule E-1 (as such Schedule may be updated from time to time in accordance with this Agreement).

Section 3.23 Inventory Records. Each Loan Party keeps correct and accurate records itemizing and describing the type, quality, and quantity of its and its Subsidiaries' Inventory and the book value thereof.

Section 3.24 Chapter 11 Case Matters.

(a) The Chapter 11 Case was commenced on the Petition Date in accordance with applicable law and notice of (i) the motion seeking approval of the Loan Documents and the Interim Financing Order and the Final Financing Order, (ii) the hearing for the entry of the Interim Financing Order and (iii) the hearing for the entry of the Final Financing Order, in each case, has been or will be given in accordance with applicable law and the Bankruptcy Rules.

(b) After the entry of the Interim Financing Order, and pursuant to and to the extent permitted in the Financing Order, the Secured Obligations will constitute allowed administrative expense claims in the Chapter 11 Case having priority over all administrative expense claims and unsecured claims against the Loan Parties now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c) (after entry of the Final Financing Order), 507(a), 507(b), 546(c), 546(d), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(l) of the Bankruptcy Code, subject to (i) the Carve Out and (ii) the priorities set forth in the Financing Order.

(c) After the entry of the Interim Financing Order and pursuant to and to the extent permitted in the Financing Order (and in the case of the Canadian Borrower, the Canadian DIP Recognition Order), the Secured Obligations will be secured by a valid and perfected First Priority Lien on all of the Collateral, subject, as to priority only, to (i) the Carve Out, (ii) the Permitted Prior Liens, (iii) the Liens securing the Term Loan Obligations, to the extent permitted by Section 6.02(a)(iii) and (iv) in the case of the Canadian Borrower (x) the Liens referred to in Section 6.02(mm) and (y) the Canadian Administration Charge and the Canadian D&O Charge, all of which Liens referred to in this Section 3.24(c)(iv) are and shall be permitted to rank in priority to the First Priority Lien on the applicable Collateral.

(d) The Interim Financing Order (with respect to the period on and after entry of the Interim Financing Order and prior to the Final Order Entry Date) and the Final Financing Order (with respect to the period on and after the Final Order Entry Date), as the case may be, once entered, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), modified or amended.

(e) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Financing Order, upon the maturity (whether by acceleration or otherwise) of any of the Secured Obligations, the Lenders shall be entitled to immediate payment of such Secured Obligations (together with any outstanding Pre-Petition Obligations) and to enforce the remedies provided for hereunder, under the other Loan Documents or under applicable law, without further application to or order by the Bankruptcy Court, but in the case of the Canadian Collateral subject to any applicable provisions in the Canadian DIP Recognition Order.

Section 3.25 Canadian Recognition Proceedings Matters. The Canadian DIP Recognition Order (with respect to the period on and after entry thereof), once entered, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), vacated, or, without the prior written consent of the Administrative Agent, amended, supplemented or otherwise modified. No motion for leave to appeal, appeal, or motion to set aside or vary the Canadian DIP Recognition Order has been filed and remains pending. The Loan Parties are in compliance in all material respects with the Canadian DIP Recognition Order.

## ARTICLE 4 CONDITIONS

Section 4.01 Condition to Effectiveness of this Agreement and Initial Credit Extension. This Agreement and the obligations of each Lender to make a Credit Extension hereunder on the Closing Date shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Loan Documents. The Administrative Agent (or its counsel) shall have received (i) from each of the Loan Parties a counterpart of this Agreement signed on behalf of such party (if applicable), each Promissory Note, and each other Loan Document to be executed on the Closing Date, signed on behalf of such party and (ii) a Borrowing Request as required by Section 2.03.

(b) Approved Budget. The Administrative Agent shall have received the initial Approved Budget and shall have approved of the form of the Approved Budget Variance Report.

(c) [Reserved].

(d) Closing Certificates; Certified Charters; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Closing Date and executed by a Responsible Officer of such Loan Party, which shall (A) certify that attached thereto is a true and complete copy of the resolutions or written consents of its board of directors, members or other governing body (including any committee thereof) authorizing the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of any Borrower, the Borrowings hereunder, and that such resolutions or written consents are in full force and effect in the form attached thereto on the Closing Date and have not been further amended, modified or repealed as of the Closing Date, (B) identify by name and title and bear the signatures of the Responsible Officer or authorized signatory of such Loan Party authorized to sign the Loan Documents to which it is a party on the Closing Date and (C) certify that (x) attached thereto is a true and complete copy of (1) the certificate or articles of incorporation, organization or amalgamation (or memorandum of association or other equivalent thereof) of each Loan Party and (2) each Loan Party's by-laws or operating, management, partnership or similar agreement (to the extent

applicable) and (y) as of the Closing Date, each such document or agreement referred to in the foregoing clauses (x)(1) and (2) remains in full force and effect in the form attached thereto on the Closing Date and has not been further amended, modified or repealed as of the Closing Date, (ii) with respect to each Loan Party, from the Secretary of State (or similar official) of the state or province of such Loan Party's organization (to the extent relevant and available in the jurisdiction of organization of such Loan Party) a certificate of good standing (or status or subsistence) for each Loan Party from its jurisdiction of organization or the substantive equivalent available in the jurisdiction of organization for each Loan Party and (iii) the Administrative Agent (or its counsel) shall have received a certificate of a Responsible Officer of the Borrower certifying that the conditions specified in clauses (g), (h), (i), (j), (k) and (l) of this Section 4.01 have been satisfied.

(e) Searches and Collateral Matters. The Administrative Agent shall hold First Priority perfected Liens in the Collateral pursuant to the entry by the Bankruptcy Court of the Interim Financing Order, and in the case of Canadian Collateral pursuant to the Canadian DIP Recognition Order (subject to Liens permitted to have priority over the Liens of the Administrative Agent (x) as expressly set forth in the Financing Order, or (y) in the case of the Canadian Collateral as permitted pursuant to the Financing Order, the terms hereof and/or the Canadian DIP Recognition Order).

(f) [Reserved].

(g) Representations and Warranties. The representations and warranties of the Loan Parties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date; provided that to the extent that a representation and warranty specifically refers to a given date or period, it shall be true and correct in all material respects as of such date or period, as the case may be; provided, further, that, any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

(h) No Default. No Default or Event of Default exists or has occurred and is continuing on and as of the Closing Date or, after giving effect to this Agreement and the consummation of the Transactions taking place on the Closing Date, would result from the consummation of the Transactions taking place on the Closing Date.

(i) Material Adverse Effect. Since the Petition Date, other than those events or circumstances customarily resulting from the commencement of a case under Chapter 11 of the Bankruptcy Code, there shall not have occurred, or be continuing to occur, a Material Adverse Effect.

(j) No Orders, Injunctions or Litigation. No orders, injunctions or pending litigation exists which could reasonably be expected to have a Material Adverse Effect or which challenges this Agreement or the Loan Documents or the transactions contemplated hereby or thereby.

(k) Liabilities and Assets. Since the Petition Date, there has been no material increase in the liabilities, liquidated or contingent, of any Loan Party or of the Loan Parties in the aggregate, or any material decrease in assets of any Loan Party of the Loan Parties in the aggregate.

(l) Enforceability. Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Financing Order, since the Petition Date, other than those resulting from the commencement of the Chapter 11 Case, there shall not have been any adverse change in the ability of the Administrative Agent and the Lenders to enforce the Loan Documents and the obligations of the Loan Parties thereunder.

(m) Borrowing Base Certificate; Total Revolving Credit Exposure. The Administrative Agent and the Lenders shall have received a Borrowing Base Certificate, relating to the most recent calendar week ended prior to the Closing Date (calculated as of the close of business of the last Business Day of such week), executed by a Financial Officer of the Company, in form and substance satisfactory to the Administrative Agent and after giving effect to all Borrowings to be made on the Closing Date, the Total Revolving Credit Exposure on the Closing Date shall not exceed 110% of the Budgeted Total Revolving Credit Exposure projected to be outstanding in the Approved Budget on the Closing Date.

(n) Bankruptcy Matters.

(i) The Administrative Agent shall have received duly executed copies of the engagement letters for the Company Advisors, which shall be on terms and conditions reasonably acceptable to the Administrative Agent.

(ii) (A) The Bankruptcy Court shall have entered the Interim Financing Order and the Cash Management Order, and (B) neither the Interim Financing Order nor the Cash Management Order shall have been (1) stayed, vacated or reversed (in whole or in part as of the Closing Date) or (2) amended or modified other than with the consent of the Administrative Agent.

(iii) [Reserved].

(iv) (A) The Administrative Agent shall have received drafts of the "first day" pleadings for the Chapter 11 Case, in each case, in form and substance reasonably satisfactory to the Administrative Agent not later than a reasonable time in advance of the Petition Date for the Administrative Agent's counsel to review and analyze the same; and (B) all motions, orders (including the "first day" orders) and other documents to be filed with and submitted to the Bankruptcy Court on the Petition Date shall cover such matters, and be in form and substance, reasonably satisfactory to the Administrative Agent, and the Bankruptcy Court shall have approved and entered all "first day" orders.

(v) The Administrative Agent shall have received a fully executed copy of the Specified Sales Agreement, which shall be in form and substance (and on terms) acceptable to the Administrative Agent (it being understood and agreed that the substance and terms of the Specified Sales Agreement in effect as of the date hereof are acceptable to the Administrative Agent).

(o) USA PATRIOT Act. No later than three Business Days in advance of the Closing Date, the Administrative Agent and the Lenders shall have received all documentation and other information about Holdings and the Borrowers as has been reasonably requested by the Administrative Agent or the Lenders in writing at least 10 Business Days in advance of the Closing Date, which documentation or other information is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

(p) Transaction Funds Flow. The Administrative Agent shall have received a funds flow agreement relating to the Transactions, in form and substance satisfactory to the Administrative Agent, duly executed by the Company, the Administrative Agent and the other parties thereto.

(q) Fees. The Administrative Agent shall have received (i) all fees required to be paid by the Company on the Closing Date pursuant to the Fee Letters and (ii) all reasonable and documented expenses due and payable under the Loan Documents for which invoices have been presented to the Borrower Representative at least one (1) Business Day prior to the Closing Date (including the reasonable and

documented fees and expenses of legal counsel), in each case which fees and invoiced amounts may, at the Borrowers' option, be offset against the proceeds of the Loans made on the Closing Date.

For purposes of determining whether the conditions specified in this Section 4.01 have been satisfied, by funding Revolving Loans hereunder on the Closing Date (or in connection with any Assignment and Assumption), the Administrative Agent and each Lender that has executed this Agreement (or such Assignment and Assumption) shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be.

Section 4.02 Each Credit Extension. After the Closing Date the obligation of each Lender and Issuing Bank to make a Credit Extension is subject to the satisfaction (or waiver in accordance with Section 9.02) of the following conditions:

(a) (i) In the case of a Borrowing, the Administrative Agent shall have received a Borrowing Request as required by Section 2.03 or (ii) in the case of the issuance of a Letter of Credit, the applicable Issuing Bank and the Administrative Agent shall have received a notice requesting the issuance of such Letter of Credit as required by Section 2.05(b).

(b) The representations and warranties of the Loan Parties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of any such Credit Extension with the same effect as though such representations and warranties had been made on and as of the date of such Credit Extension; provided that to the extent that a representation and warranty specifically refers to a given date or period, it shall be true and correct in all material respects as of such date or period, as the case may be; provided, further, that, any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

(c) At the time of and immediately after giving effect to the applicable Credit Extension, no Event of Default or Default shall have occurred and be continuing.

(d) After giving effect to the Credit Extensions requested to be made on such date and the use of proceeds thereof, the Total Revolving Credit Exposure shall not exceed the Line Cap.

(e) (i) The Interim Financing Order shall have been entered or the Final Financing Order shall have been entered following the expiration of the Interim Financing Order; (ii) the Financing Order shall not have been vacated, stayed, reversed, modified, or amended without the Administrative Agent's consent and shall otherwise be in full force and effect; (iii) no motion for reconsideration of the Financing Order shall have been timely filed by a Loan Party or any of their Subsidiaries; and (iv) no appeal of the Financing Order shall have been timely filed.

(f) Each Revolving Loan (including each Swingline Loan) or Letter of Credit shall be in an amount and for purposes consistent with the Approved Budget (subject to the Permitted Variance).

Each Credit Extension after the Closing Date shall, to the extent required by this Section 4.02, be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in clauses (b), (c), (d), (e) and (f) of this Section 4.02.

## ARTICLE 5 AFFIRMATIVE COVENANTS

Until the date that all the Revolving Credit Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than (i) contingent indemnification obligations for which no claim or demand has been made and/or (ii) Guaranteed Obligations in respect of Banking Services Obligations and Secured Hedging Obligations) have been indefeasibly paid in full in Cash and all Letters of Credit have expired or have been terminated (or have been collateralized or back-stopped by a letter of credit or otherwise, in each case in a manner reasonably satisfactory to the Administrative Agent and the applicable Issuing Bank) and all LC Disbursements shall have been reimbursed (such date, the "**Termination Date**"), each of Holdings (solely to the extent applicable to it), the Borrowers and their Subsidiaries covenant and agree with the Administrative Agent and the Lenders that:

Section 5.01 Financial Statements; Borrowing Base and Other Reports. The Borrower Representative will deliver to the Administrative Agent for delivery to each Lender:

(a) Weekly, Monthly and Quarterly Financial Statements.

(i) Not later than 12:00 p.m. (New York City time) five (5) Business Days following the end of each week (which shall be deemed to be Sunday of each Week), (A) a weekly 13-week cash flow forecast of Holdings, the Company and its Subsidiaries, (B) a weekly accounts payable aging schedule, and (c) weekly Inventory reports, all in reasonable detail, and in each case in form reasonably satisfactory to the Administrative Agent; and

(ii) Within 30 following the end of each calendar month thereafter, the consolidated balance sheet as of the end of such month and the related consolidated statements of income (or operations) and cash flows of Holdings, the Company and its Subsidiaries for such month and for the period from the beginning of the then current Fiscal Year to the end of such month, all in reasonable detail, subject to the absence of footnotes, normal audit and year-end adjustments and the effects of acquisition accounting.

(b) [Reserved].

(c) Compliance Certificate. Concurrently with delivery of financial statements pursuant to Section 5.01(a)(ii), a duly executed and completed Compliance Certificate, certifying that no Default or Event of Default has occurred and is continuing (or if a Default or Event of Default has occurred and is continuing, describing in reasonable detail such Default or Event of Default and the steps being taken to cure, remedy or waive the same).

(d) Borrowing Base Reporting.

(i) From and after the Closing Date, the Borrower Representative shall deliver a weekly Borrowing Base Certificate and such supporting information as required by clause (d)(ii) below on Wednesday of each week (or if Wednesday is not a Business Day, on the next succeeding Business Day), as of the last Business Day of the week preceding such delivery.

(ii) Concurrently with the delivery of each Borrowing Base Certificate required under clause (d)(i) above: (i) a detailed aging of each Borrower's Accounts (each, based on and describing the respective invoice and due dates or terms of such invoice and delivered electronically in a reasonably acceptable format, if such Borrower has implemented electronic reporting), along with a detailed calculation of those Accounts that are not Eligible Accounts, (ii) a summary aging

(including the invoice or due date and, upon the Administrative Agent's prior written request, with a detailed aging and aged by invoice or due date as so requested), by vendor, of each Borrower's accounts payable and any book overdraft (delivered electronically in a reasonably acceptable format, if such Borrower has implemented electronic reporting) and a detailed aging, by vendor, of any held checks, (iii) Inventory system/perpetual reports specifying the cost (defined to be the lower of cost or market) of the Borrowers' Inventory, by category, with additional detail, upon the Administrative Agent's prior written request, setting forth the quantity, type, location, and aging of the Borrowers' Inventory (delivered electronically in an acceptable format, if such Borrower has implemented electronic reporting) along with a detailed calculation of Inventory categories that are not Eligible Inventory, (iv) within thirty (30) days after the end of each calendar month, (A) a complete general ledger trial balance for each ledger maintained by each Borrower, unless such ledgers are consolidated in such Borrower's system of accounting and (B) a reconciliation of reported balances in the foregoing clause (A) and clauses (i), (ii) and (iii) above to each Borrower's applicable general ledger account, and to its monthly financial statements including any book reserves related to each category, (v) to the extent the Borrower Representative conducts any physical inventory audits during the course of any fiscal year, a certified report of such audit within ten (10) Business Days (or such later date as agreed to by the Administrative Agent in its reasonable discretion) after the completion thereof, (vi) promptly, upon request by the Administrative Agent, (A) copies of invoices to customers and related shipping and delivery receipts or warehouse receipts for all Inventory covered by each such invoice, (B) purchase orders, delivery receipts, bills of lading, return reports and such other information regarding Inventory as the Administrative Agent may reasonably request, (C) an insurance claim report, and/or (D) any other information reasonably available to the Loan Parties and reasonably requested relating to the Borrowing Base Collateral of the Company or its Subsidiaries, (vii) if requested by the Administrative Agent, support for any Reserves and (viii) a summary of the outstanding Banking Services Obligations.

(iii) On a weekly basis, an Account roll-forward of each Borrower's Accounts, with supporting details supplied from sales journals, collection journals, credit registers and any other records, tied to the beginning and ending account receivable balances of each Borrower's general ledger.

(e) Notice of Sanctions. Promptly upon any Responsible Officer of Holdings or any Borrower obtaining knowledge of (i) any change in the status of Letterone Investment Holdings S.A. resulting in its (x) classification as a Sanctioned Person or (y) noncompliance with Anti-Corruption Laws or applicable Sanctions or (ii) the representation made in Section 3.17(a) becoming untrue as of any date, a reasonably-detailed notice, in each case, specifying the nature and period of existence of such event or change and what action the Borrowers have taken, are taking and propose to take with respect thereto.

(f) Notice of Default. Promptly upon any Responsible Officer of Holdings or any Borrower obtaining knowledge (i) of any Default or Event of Default (it being understood that any delivery of a notice of Default shall automatically cure any Default or Event of Default then existing with respect to any failure to deliver such notice); provided, that a notice of Default shall be delivered within thirty days of such Default and no such notice shall be required if the Default shall have been cured within thirty days after its occurrence, (ii) any "Event of Default" under the Term Loan Credit Agreement or (iii) of the occurrence of any event or change that has caused or would reasonably be expected to cause or evidences either in any case or in the aggregate, a Material Adverse Effect, a reasonably-detailed notice specifying the nature and period of existence of such condition, event or change and what action the Borrowers have taken, are taking and propose to take with respect thereto.

(g) Notice of Litigation. Promptly upon any Responsible Officer of the Borrower Representative obtaining knowledge of (i) the institution of, or threat of, any Adverse Proceeding not

previously disclosed in writing by the Loan Parties to the Administrative Agent or (ii) any material development in any Adverse Proceeding that, in the case of either clauses (i) or (ii), would reasonably be expected to have a Material Adverse Effect, written notice thereof together with such other non-privileged information as may be reasonably available to the Loan Parties to enable the Lenders to evaluate such matters.

(h) ERISA; Canadian Pension Plans. Promptly upon any Responsible Officer of any Borrower becoming aware of the occurrence of any ERISA Event that, individually or together with all ERISA Events that have occurred, would reasonably be expected to have a Material Adverse Effect, a written notice specifying the nature thereof. Promptly upon any Responsible Officer of any Borrower becoming aware of the occurrence of any Canadian Pension Termination Event, a written notice specifying the nature thereof.

(i) [Reserved].

(j) Information Regarding Collateral. The Borrower Representative will furnish to the Administrative Agent prior written notice of any change (i) in any Loan Party's legal name, (ii) in any Loan Party's type of organization, (iii) in any Loan Party's jurisdiction of organization or (iv) in any Loan Party's organizational identification number (to the extent necessary to perfect or maintain the perfection and priority of the Administrative Agent's security interest in the applicable Collateral).

(k) Other Information. Promptly upon their becoming available and without duplication of any obligations with respect to any such information that is otherwise required to be delivered under the provisions of any Loan Document, copies of (i) following an initial public offering, all financial statements, reports, notices and proxy statements sent or made available generally by the Company to its public security holders acting in such capacity or by any Subsidiary of the Company to its public security holders other than the Company or another Subsidiary of the Company and (ii) all regular and periodic reports and all registration statements (other than on Form S-8 or similar form) and prospectuses, if any, furnished or filed by the Company or any of its Subsidiaries with any securities commission or exchange or with the SEC or any governmental or private regulatory authority with jurisdiction over matters relating to securities.

(l) Other Information. Such other certificates, reports and information (financial or otherwise) as the Administrative Agent may reasonably request from time to time in connection with the Borrowers' or their Subsidiaries' financial condition or business.

(m) Chapter 11 Matters. (i) As soon as practicable in advance of filing with the Bankruptcy Court or delivering to the Statutory Committee, if any, or to the U.S. Trustee, as the case may be, the Final Financing Order, all other material proposed orders and pleadings related to (x) the Chapter 11 Case (all of which must be in form and substance reasonably satisfactory to the Administrative Agent), (y) the Secured Obligations or the Pre-Petition Obligations, and/or (z) any Chapter 11 Case Milestones (all of which must be in form and substance reasonably satisfactory to the Administrative Agent) and (ii) substantially simultaneously with the filing with the Bankruptcy Court or delivering to the Statutory Committee, if any, or to the U.S. Trustee, as the case may be, monthly operating reports and all other notices, filings, motions, pleadings or other information that in each instance concerns the financial condition of the Loan Parties and their Subsidiaries or the Chapter 11 Case that may be filed with the Bankruptcy Court or delivered to the Statutory Committee, if any, or to the U.S. Trustee.

(n) Specified Sale Transactions. Any breach by any party to the Specified Sales Agreement of its obligations thereunder (or receipt of any written notice sent by (or on behalf of) a party to the Specified Sales Agreement claiming any such breach) or any termination of the Specified Sales Agreement (or receipt of any written notice sent by (or on behalf of) a party to the Specified Sales Agreement claiming or

threatening to terminate the Specified Sales Agreement); provided that the termination of the Specified Sales Agreement as a result of the pursuit or consummation of a going concern transaction as contemplated by the Specified Sales Agreement shall not constitute a breach of this Section 5.01(n).

(o) Canadian Recognition Proceedings Materials. (i) As soon as practicable in advance of filing with the Canadian Court (and in any event no less than three (3) Business Days prior to filing, unless impracticable, in which case as promptly as practicable), copies of (A) any proposed order of the Canadian Court (including any amendment to the Canadian DIP Recognition Order), (B) all material motions, applications and pleadings related to the Canadian Recognition Proceedings, the Canadian Collateral, or the Secured Obligations, and (C) any motion seeking any charge, priority claim, or other relief that would rank *pari passu* with or in priority to the Canadian DIP Charge, all of which must be in form and substance reasonably satisfactory to the Administrative Agent; (ii) promptly upon receipt thereof, copies of all reports of the Information Officer delivered or filed in the Canadian Recognition Proceedings; and (iii) consult with the Administrative Agent and its counsel on the contents of any reports of the Information Officer in connection with the Canadian Recognition Proceedings, if received by the Canadian Debtors' counsel prior to filing.

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 Representative (x) posts such documents or (y) provides a link thereto on the Company's website on the Internet at the website address listed on Schedule 9.01 (which such Schedule may be updated from time to time); (ii) on which such documents are delivered by the Borrower Representative to the Administrative Agent for posting on the Company'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); (iii) 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, other than with respect to items required to be delivered pursuant to Section 5.01(l) above, the Borrower Representative shall promptly notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents on the Company's website and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents; or (iv) in respect of the items required to be delivered pursuant to Section 5.01(l) above in respect of information furnished or filed by the Company or any of its Subsidiaries with any securities commission or exchange or with the SEC or any governmental or private regulatory authority, such items have been made available on the SEC website or the website of the relevant analogous governmental or private regulatory authority or securities commission or exchange.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 5.01 may be satisfied by furnishing (A) the applicable financial statements of Holdings (or any other Parent Company) or (B) the Company's or Holdings' (or any other Parent Company thereof), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC, in each case, within the time periods specified in such paragraphs; provided that, with respect to each of clauses (A) and (B), (i) to the extent such financial statements relate to any Parent Company, such financial statements shall be accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such Parent Company, on the one hand, and the information relating to the Company on a standalone basis, on the other hand, which consolidating information shall be certified by a Responsible Officer of the Company as having been fairly presented and (ii) to the extent such statements are in lieu of statements required to be provided under Section 5.01(b), such statements shall be accompanied by a report and opinion of an independent registered public accounting firm of nationally recognized standing, which report and opinion shall satisfy the applicable requirements set forth in Section 5.01(b); provided further that notwithstanding anything to the contrary herein, neither the Company nor any Subsidiary shall be required to deliver, disclose, permit the inspection, examination or making of copies of or excerpts from, 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, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) with respect to which any Loan Party owes confidentiality obligations (to the extent not created in contemplation of such Loan Party's Obligations under this Section 5.01) to any third party.

Section 5.02 Existence. Except as otherwise permitted under Section 6.07, each Borrower 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 necessary in the normal conduct of its business except to the extent (other than with respect to the preservation of existence of the Company).

Section 5.03 Payment of Taxes. Subject to the Financing Order (and if applicable, the Canadian DIP Recognition Order in respect of the Canadian Loan Parties only) and the terms thereof and the Approved Budget, each Borrower will, and will cause each of its Subsidiaries to, pay all Taxes incurred after the Petition Date 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) it is being contested in good faith by appropriate proceedings and adequate reserves or other appropriate provisions, as shall be required in conformity with GAAP, shall have been made therefor and, in the case of a Tax which has or may become a Lien against any of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such Tax or (b) failure to pay or discharge the same could not reasonably be expected to result in a Material Adverse Effect.

Section 5.04 Maintenance of Properties. Each Borrower 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 tangible property reasonably necessary to the normal conduct of business of such Borrower 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 expressly permitted by this Agreement or where the failure to maintain such properties or make such repairs, renewals or replacements could not reasonably be expected to have a Material Adverse Effect.

Section 5.05 Insurance. The Borrowers will maintain or cause to be maintained, with insurance companies that are financially sound and reputable insurers at the time the relevant coverage is placed or renewed, insurance coverage with respect to liabilities, losses or damage in respect of the assets, properties and businesses of the Borrowers and their 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, with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons. Each such policy of insurance shall (i) to the extent applicable, 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 with respect to the Collateral (excluding any business interruption insurance policy), contain a loss payable clause or endorsement to the extent available from such insurance carrier that names the Administrative Agent, on behalf of the Secured Parties as the loss payee thereunder and, to the extent available, provides for at least 30 days' prior written notice to the Administrative Agent of any modification or cancellation of such policy (or 10 days' prior written notice for any cancellation due to non-payment of premiums). If any Borrower or its Subsidiaries fail to maintain such insurance, the Administrative Agent may arrange for such insurance, but at the Loan Parties' expense and without any responsibility on the Administrative Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Each Borrower shall give the Administrative Agent prompt notice of any loss with respect to the Borrowing Base Collateral exceeding $1,000,000 covered by its or its Subsidiaries' casualty or business interruption insurance.

Section 5.06 Inspection of Property; Books and Records; Field Examinations and Appraisals.

(a) Each Borrower will, and will cause each of its Subsidiaries to, permit any authorized representatives designated by the Administrative Agent (including the Agent Advisors) to visit and inspect any of the properties of such Borrower and any of its Subsidiaries at which the principal financial records and executive officers of the applicable Person are located, to inspect, copy and take extracts from its financial and accounting records, and to discuss its affairs, finances and accounts with its officers and independent public accountants (provided that the Borrower Representative may, if it so chooses, be present at or participate in any such discussion) at such times as reasonably requested by the Administrative Agent, at the expense of the Borrowers in accordance with Section 9.03(a), during regular business hours and upon reasonable notice; provided that only the Administrative Agent on behalf of the Lenders may exercise the rights of the Administrative Agent and the Lenders under this Section 5.06(a).

(b) The Borrowers will permit the Administrative Agent (or a third-party appraiser and a third party consultant designated by the Administrative Agent, respectively) to conduct (i) an appraisal of the Inventory of the Loan Parties and (ii) a field examination of the Inventory, Accounts and related accounts of the Loan Parties, in each case, in scope and form reasonably satisfactory to the Administrative Agent and at the sole cost and expense of the Borrowers, as frequently as the Administrative Agent reasonably requests at the Borrowers' sole cost and expense (it being acknowledged by the Administrative Agent as of the Closing Date that the Administrative Agent does not intend to conduct any field examinations or Inventory appraisals during the Chapter 11 Case). The Administrative Agent shall deliver to each Lender, within five (5) Business Days of receipt thereof, each final report delivered to the Administrative Agent pursuant to this clause (b)(i).

Section 5.07 Maintenance of Books and Records. Each Borrower 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 shall be made of all material financial transactions and matters involving the assets and business of such Loan Party and its Subsidiaries, as the case may be, and permit the preparation of consolidated financial statements in accordance with GAAP to be derived therefrom.

Section 5.08 Compliance with Laws.

(a) Except to the extent non-compliance is permitted under the Bankruptcy Code or subject, as applicable, to the Automatic Stay, each Loan Party 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 all Environmental Laws and ERISA, but excluding Sanctions, the USA PATRIOT Act, Anti-Corruption Laws and the Controlled Substances Act), except to the extent the failure of such Loan Party or such Subsidiary to comply would not reasonably be expected to have a Material Adverse Effect.

(b) Each of any Parent Company or any Affiliate or holder of Capital Stock of any of the foregoing and, except to the extent non-compliance is permitted under the Bankruptcy Code or subject, as applicable, to the Automatic Stay, each Loan Party will comply, and each Loan Party shall cause each of its Subsidiaries to comply, in all material respects, with the requirements of Sanctions, the USA PATRIOT Act, Anti-Corruption Laws and the Controlled Substances Act.

Section 5.09 Environmental.

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

(i) as soon as practicable following receipt thereof, copies of all environmental audits, investigations, analyses and reports of any kind or character, whether prepared by personnel of the Borrowers or any of their Subsidiaries or by independent consultants, Governmental Authorities or any other Persons, with respect to significant environmental matters at such Borrower's or any other Loan Party's real property or with respect to any Environmental Claims, in each case, that would reasonably be expected to have a Material Adverse Effect;

(ii) promptly upon the occurrence thereof, written notice describing in reasonable detail (A) any Release required to be reported by the Borrowers or any of their Subsidiaries to any federal, state, provincial or local governmental or regulatory agency under any Environmental Laws that would reasonably be expected to have a Material Adverse Effect, (B) any remedial action taken by the Borrowers or any of their Subsidiaries or any other Persons of which the Borrowers or any of their Subsidiaries has knowledge in response to (1) any Hazardous Materials Activities, the existence of which has a reasonable possibility of resulting in one or more Environmental Claims that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (2) any Environmental Claims that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect and (C) the Borrowers' discovery of any occurrence or condition arising under Environmental Law or relating to Hazardous Materials on any real property adjoining or in the vicinity of any Facility that reasonably would be expected to have a Material Adverse Effect;

(iii) as soon as practicable following the sending or receipt thereof by the Borrowers or any of their Subsidiaries, a copy of any and all non-privileged written communications with respect to (A) any Environmental Claims that, individually or in the aggregate, would reasonably be expected to give rise to a Material Adverse Effect, (B) any Release required to be reported by the Borrowers or any of their Subsidiaries to any federal, state, provincial or local governmental or regulatory agency that would reasonably be expected to have a Material Adverse Effect, and (C) any request made to the Borrowers or any of their Subsidiaries for information from any governmental agency that suggests such agency is investigating whether the Borrowers or any of their Subsidiaries may be potentially responsible for any Hazardous Materials Activity which would reasonably be expected to have a Material Adverse Effect;

(iv) prompt written notice describing in reasonable detail (A) any proposed acquisition of stock, assets, or property by the Borrowers or any of their Subsidiaries that would reasonably be expected to expose the Borrowers or any of their Subsidiaries to, or result in, Environmental Claims that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (B) any proposed action to be taken by the Borrowers or any of their Subsidiaries to modify current operations in a manner that could subject the Borrowers or any of their Subsidiaries to any additional obligations or requirements under any Environmental Law that would reasonably be expected to have a Material Adverse Effect; and

(v) 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 and required under Environmental Law to (i) cure any violation of Environmental Laws by such Loan Party or its Subsidiaries that would reasonably be expected to have a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim against such Loan Party or any of its Subsidiaries and discharge any obligations it

may have to any Person thereunder, in each case of clause (i) and (ii), where failure to do so would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10 Company Advisors and Agent Advisors.

(a) The Borrowers will, and will cause each Subsidiary to,

(i) Timely file motions with the Bankruptcy Court seeking to continue to retain the Company Advisors that have been retained as of the Petition Date.

(ii) Continue to retain the Company Advisors. The retention of each Company Advisor shall be on terms and conditions (including as to scope of engagement) reasonably satisfactory to the Administrative Agent; provided that the Administrative Agent hereby confirms that, as of the Closing Date, the existing engagements of Reflect Advisors, in their professional capacity providing services and additional staff to the chief restructuring officer, SSG Advisors, LLC, as investment banker, SB360 Capital Partners, LLC and Tiger Capital Group, LLC, as sales consultant, and A&G Realty Partners, LLC, as real estate consultant, satisfy the applicable requirements set forth in this Section 5.10(a).

(iii) Fully cooperate with the Company Advisors, including in connection with the preparation of the Approved Budget and other reporting or information required to be delivered pursuant to this Agreement or that is requested by the Administrative Agent or any Lender from time to time. The Loan Parties hereby (i) authorize the Administrative Agent (or its agents or advisors, including any Agent Advisor) to communicate directly with the Company Advisors regarding any and all matters related to the Loan Parties and their Affiliates, including all financial reports and projections developed, reviewed or verified by any of the Company Advisors and all additional information, reports and statements requested by the Administrative Agent and (ii) authorize and direct each Company Advisor to provide the Administrative Agent (or their respective agents or advisors, including any Agent Advisor) with copies of reports and other information or materials prepared or reviewed by any such Company Advisor as the Administrative Agent may request in writing in connection with the foregoing.

(b) The Borrower, on behalf of itself and each other Loan Party, hereby acknowledges that the Administrative Agent shall be permitted to engage outside consultants and advisors (each, an "**Agent Advisor**" and collectively, the "**Agent Advisors**") to provide advice, analysis and reporting for the sole benefit of the Administrative Agent and the other Secured Parties. Each Loan Party covenants and agrees that (i) such Loan Party shall, and shall cause each Company Advisor to, cooperate with any Agent Advisor, (ii) all costs and expenses of any such Agent Advisors shall be paid or reimbursed by the Borrower in accordance with Section 9.03(a), and (iii) all reports, determinations and other written and verbal information provided by any Agent Advisor shall be confidential and no Loan Party shall be entitled to have access to any such reports, determinations or information.

(c) From time to time upon reasonable written request of the Administrative Agent, the Borrowers will, and will cause each Subsidiary to, conduct and cause the applicable Company Advisor (or other appropriate Loan Party professionals) to participate, together with financial officers of the Loan Parties, in bi-weekly (i.e., every two weeks) status calls with the Administrative Agent and the Lenders to discuss (i) the Approved Budget, the Approved Budget Variance Reports and/or any other reports or information delivered pursuant to this Agreement, (ii) the financial operations and performance of the Loan Parties' business, (iii) the status of any Specified Sale Transaction, and/or the achievement of any Chapter 11 Case Milestones and/or (iv) such other matters relating to the Loan Parties and their business and operations as the Administrative Agent (or its agents, consultants, or advisors) shall reasonably request.

Section 5.11 Use of Proceeds. The Borrowers shall use the proceeds of the Revolving Loans on or after the Closing Date, in accordance with the Approved Budget (subject to the Permitted Variance) for (i) repayment of the Pre-Petition Obligations to the extent provided herein and in the Financing Order, (ii) ordinary course working capital needs or any working capital adjustments or other general corporate purposes of the Borrowers, (iii) payment of costs of administering the Chapter 11 Case and the Canadian Recognition Proceedings (including to fund the Professional Fee Escrow Account), (iv) payment of Bankruptcy Court-approved Pre-Petition liabilities of the Loan Parties as set forth in the Approved Budget or otherwise approved by the Administrative Agent, and (v) other lawful purposes of the Borrowers permitted by the Approved Budget and the terms of this Agreement. 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) Subject to applicable law and any applicable limitations set forth in the Loan Documents (including, without limitation in respect of the form and substance of any Collateral Documents or Guarantee), the Borrowers and each other Loan Party shall cause each Subsidiary (other than any Excluded Subsidiary) formed or acquired after the Closing Date to become a Loan Party on or prior to the later to occur of (x) the date that is ten (10) days following the date of such formation, acquisition or designation (or such later date as may be acceptable to the Administrative Agent in its discretion), by (A) executing a Joinder Agreement and (B) executing any other joinder documents reasonably requested by the Administrative Agent. Upon execution and delivery thereof, each such Person (i) shall automatically become a Subsidiary Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents, and (ii) will take such actions as may be required in accordance with the terms hereof or of the applicable Collateral Documents to grant to the Administrative Agent, for the benefit of itself and the Lenders and each other Secured Party, in each case to the extent required by the terms thereof, a perfected First Priority Lien in any property (subject to the limitations set forth herein, including in the other Loan Documents) of such Loan Party which constitutes Collateral, on such terms as may be required pursuant to the terms of the Collateral Documents. No Loan Party shall form or acquire, or permit any Subsidiary to form or acquire, any additional Subsidiaries after the Closing Date, unless the Administrative Agent shall have provided its prior written consent to the formation or acquisition of such Subsidiary.

(b) Subject to the provisions of the Term Loan Intercreditor Agreement, applicable law and any applicable limitations set forth in the Loan Documents (including, without limitation in respect of the form and substance of any Collateral Documents or Guarantee), the Borrowers and each Subsidiary Guarantor will cause all Capital Stock directly owned by them in any wholly-owned direct Subsidiary to be subject at all times to a First Priority perfected Lien in favor of the Administrative Agent pursuant to the terms and conditions of the Collateral Documents.

(c) Without limiting the foregoing, each Loan Party will 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 herein or therein), all at the expense of the Borrowers in accordance with Section 9.03(a).

(d) In the event that (i) any Loan Party acquires fee simple interest in any Material Real Property (except to the extent subject to a Lien permitted under Section 6.02) or (ii) at the time any Person becomes a Subsidiary Guarantor, such Person owns any Material Real Property (except to the extent subject to a Lien permitted under Section 6.02), such Loan Party shall deliver to the Administrative Agent, within sixty (60) days (or such later date as the Administrative Agent may agree in its reasonable discretion) after such Person acquires such Material Real Property or becomes a Subsidiary Guarantor, as the case may be, the following with respect to each such parcel of Material Real Property (each an "**Additional Mortgaged Property**"):

(i) a fully executed Mortgage, in proper form for recording in the applicable jurisdictions required by law to establish and perfect the Lien of the Mortgage in favor of the Administrative Agent as required by the terms of this Agreement, encumbering the interest of such Loan Party in such Additional Mortgaged Property;

(ii) (A) ALTA mortgagee title insurance policy (or equivalent with respect to any Additional Mortgaged Property located in Canada) or unconditional commitment to issue such mortgagee title insurance policy (the "**Mortgage Policy**") issued by a Title Company with respect to such Additional Mortgaged Property, in an amount equal to the fair market value of such Additional Mortgaged Property as reasonably determined by the Borrower Representative and reasonably approved by the Administrative Agent, insuring the Administrative Agent's interest under the Mortgage on such Additional Mortgaged Property vested in such Loan Party, which such Mortgage Policy shall, to the extent available under applicable state law at commercially reasonable rates, include such endorsements as the Administrative Agent may reasonably request; and (B) evidence reasonably satisfactory to the Administrative Agent that such Loan Party has (i) delivered to the Title Company all certificates and affidavits required by the Title Company in connection with the issuance of the Mortgage Policy and (ii) paid (or made provision for payment) to the Title Company or to the appropriate Governmental Authorities all expenses and premiums of the Title Company in connection with the issuance of such Mortgage Policy and all taxes and fees, including stamp taxes, mortgage recording taxes and fees and intangible taxes, payable in connection with recording the Mortgage in the appropriate real estate records;

(iii) An opinion of counsel (A) in the state or province in which such Additional Mortgaged Property is located with respect to the enforceability of the Mortgage to be recorded in such state or province and (B) in the state or province in which the applicable mortgagor is organized with respect to the due authorization, execution and delivery of the Mortgage, and in each case, such other customary matters as the Administrative Agent may reasonably request;

(iv) An ALTA survey (or equivalent) of the Additional Mortgaged Property, or, to the extent already prepared and available, an existing as-built survey of the Additional Mortgaged Property (together with a no change affidavit) sufficient for the Title Company to remove the standard survey exceptions and issue the survey-related endorsements (to the extent such endorsements are available at commercially reasonable rates);

(v) To the extent available, copies of all recorded documents listed as exceptions to title or otherwise referred to in the Mortgage Policy or in the title reports delivered pursuant to clause (iv) above; and

(vi) With respect to each Additional Mortgaged Property located in the United States of America, the Administrative Agent shall have received (i) a completed "life-of-loan" Federal Emergency Management Agency standard flood hazard determination (and, to the extent a Mortgaged Property is located in a special flood hazard area, a notice about special flood hazard

area status and flood disaster assistance duly executed by the Borrower Representative and the applicable Loan Party relating thereto) and (ii) evidence of flood insurance in an amount and otherwise sufficient to comply with all applicable Requirements of Law promulgated pursuant to the Flood Insurance Laws and (iii) deliver to the Administrative Agent evidence of such insurance in form and substance reasonably acceptable to the Administrative Agent, including, without limitation, evidence of annual renewals of such insurance, together with a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 5.07 hereof each of which shall (A) be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable or mortgagee endorsement (as applicable), (B) name the Administrative Agent, on behalf of the Secured Parties, as additional insured and loss payee/mortgagee, (C) identify the address of each property located in a special flood hazard area, the applicable flood zone designation and the flood insurance coverage and deductible relating thereto and (D) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

Notwithstanding anything to the contrary in this Agreement, (i) no Mortgage or other deliverable required under this Section 5.12(d) shall be required to be delivered with respect to any Material Real Property after the Closing Date to the extent the Administrative Agent is satisfied that the applicable real estate is subject to the Liens and interests of the Administrative Agent established pursuant to the Financing Order and (ii) no Loan Party shall be required to deliver a Mortgage for any real property located in Canada to the extent the Administrative Agent is satisfied that the that the Canadian DIP Charge charges such owned real property. The parties confirm and agree that the Administrative Agent may register a copy of the Canadian DIP Recognition Order or notice thereof on title to any such real property in Canada.

(e) After any Subsidiary ceases to constitute an Excluded Subsidiary in accordance with the definition thereof, the Borrower Representative shall cause such Subsidiary to take all actions required by this Section 5.12 (within the time periods specified herein) as if such Subsidiary were then formed or acquired.

Section 5.13 Cash Management.

(a) Other than with respect to (x) Excluded Accounts or any Term Loan Priority Account or (y) Canadian Deposit Accounts, each Loan Party shall, upon the opening or acquisition of any Deposit Account or Securities Account located in the United States or Canada (other than an Excluded Account), (a) obtain a Control Agreement, from each bank maintaining a Deposit Account or Securities Account (other than an Excluded Account) for such Loan Party (each a "**Controlled Account Bank**"), (b) instruct all of its Account Debtors to forward payment of the amounts owed by them directly to such Controlled Account Bank and (c) deposit or cause to be deposited promptly after the date of receipt thereof, all of their collections (including those sent directly by their Account Debtors to a Loan Party) into a bank account of such Person at one of the Controlled Account Banks that is subject to a Control Agreement (each, a "**Controlled Account**").

(b) The Controlled Account Bank will forward by daily sweep all amounts in the applicable Controlled Account to the Administrative Agent's account to be applied in accordance with Section 2.17(b).

(c) Subject to Section 5.13(a), no Loan Party shall maintain or permit any of its Subsidiaries to maintain cash or Cash Equivalents in any Deposit Account located in the United States or Canada (other than an Excluded Account or any Term Loan Priority Account), unless the Administrative Agent shall have received a Control Agreement in respect of each such account.

(d) Each Loan Party shall direct each Credit Card Processor or any other Person processing or collecting any credit card payments or proceeds of receivables on behalf of the Loan Parties to deliver such payments or proceeds promptly, but not less frequently than each Business Day, into a Controlled Account.

(e) If at any time, any Loan Party receives or otherwise has dominion and control of any proceeds or collections in contravention of this Section 5.13, such proceeds and collections shall (i) be held in trust by such Loan Party for benefit of the Administrative Agent, (ii) not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and (iii) be deposited into an account of the Administrative Agent or dealt with in such other fashion as such Loan Party may be instructed by the Administrative Agent, no later than the Business Day after receipt thereof.

(f) The Loan Parties will and will cause each Subsidiary to comply with each of such Person's obligations under the Cash Management Order.

(g) The Loan Parties shall provide weekly reports on Wednesday of each week (or if Wednesday is not a Business Day, on the next succeeding Business Day) to the Administrative Agent setting forth the balances in each Controlled Account (which reports may relate to the balances in each Controlled Account as of the previous Business Day).

Section 5.14 Approved Budget.

(a) The Borrowers will, and will cause each Subsidiary to, use the Loans and other extensions of credit to the Loan Parties under this Agreement and the other Loan Documents and use "cash collateral" (as defined in Section 363(a) of the Bankruptcy Code) solely in accordance with the Approved Budget (subject to the Permitted Variance) and Section 5.11.

(b) The Approved Budget may be updated, modified or supplemented from time to time by the Borrowers with the prior written consent of the Administrative Agent, and shall be updated from time to time upon the written request of the Administrative Agent; provided that, on or before the fourth Business Day of the first week (but in any event not later than Friday of such week) of each successive two-week period following the Closing Date (i.e., commencing with the week of August 30, 2026), the Borrowers shall submit an updated budget for the next successive thirteen-week period (it being understood that, unless otherwise agreed by the Administrative Agent, each updated budget shall only add projections for periods not previously covered by any Approved Budget and shall not modify any prior periods). Each such updated, modified or supplemented budget shall be prepared in consultation with the Company Advisors, certified by the Loan Parties' chief restructuring officer and approved by, and in form and substance satisfactory to, the Administrative Agent (which approval or disapproval, as the case may be, the Administrative Agent shall provide in writing within five (5) Business Days after receipt of such updated budget (together with all supporting documentation and information that has been reasonably requested by the Administrative Agent)) and no such updated, modified or supplemented budget shall be effective until so approved in writing and once so approved shall be deemed an Approved Budget; provided that, in the event the Administrative Agent and the Borrowers cannot (while acting in good faith) agree as to an updated, modified or supplemented budget, such disagreement shall give rise to an Event of Default hereunder once the period covered by the most recent Approved Budget has terminated. Each Approved Budget delivered to the Administrative Agent shall be accompanied by such supporting documentation as reasonably requested by the Administrative Agent. Each Approved Budget shall be prepared in good faith, with due care, and based upon assumptions which the Borrowers believe to be reasonable. Notwithstanding the foregoing, in the event of a material change in the sale strategy being pursued by the Loan Parties in the Chapter 11 Case (including, without limitation, any shift from a going-concern sale to a liquidation, or vice versa, or any other change that would reasonably be expected to have a material impact on the projected cash receipts or disbursements of the Loan Parties), the Administrative Agent shall, prior to requiring any

corresponding update to the Approved Budget, engage in good faith consultation with the Company Advisors (including Reflect Advisors) to discuss the impact of such change on the Approved Budget and the appropriate methodology for reflecting such change therein.

(c) The Loan Parties shall perform in accordance with the Approved Budget, subject to the following to be tested weekly at the time required for delivery of a Compliance Certificate pursuant to Section 5.14(d) below (commencing with the first full calendar week following the Petition Date (i.e., commencing with the week ending on August 22, 2026)) or, in case of clause (iii) below, at all times (the Receipt Variance, the Expense Variance and the Borrowing Variance, each as defined below, collectively, the "**Permitted Variance**"): (i) the Actual Cash Receipts for any line item in the Approved Budget for each of the Cumulative Period and any Cumulative Four-Week Period shall not be less than the applicable percentage set forth below of the Budgeted Cash Receipts projected for such line item for the Cumulative Period and for such Cumulative Four-Week Period, as set forth in the most recent Approved Budget: (A) 85.0% for the first two Cumulative Four-Week Periods following the Petition Date, (B) 87.5% for the third Cumulative Four-Week Period following the Petition Date, or (C) 90.0% for each Cumulative Four-Week Period thereafter, in each case, for the Cumulative Period or for any Cumulative Four-Week Period (the "**Receipt Variance**"); (ii) the Actual Disbursement Amounts for any line item in the Approved Budget (other than fees, expenses and disbursements to the Administrative Agent and the Lenders (and their respective counsels and advisors (including the Agent Advisors)) for each of the Cumulative Period and any Cumulative Four-Week Period shall not be greater than the applicable percentage set forth below of the Budgeted Disbursement Amounts for such line item for the Cumulative Period and for such Cumulative Four-Week Period, as set forth in the most recent Approved Budget: (A) 115.0% for the first two Cumulative Four-Week Periods following the Petition Date, (B) 112.5% for the third Cumulative Four-Week Period following the Petition Date, or (C) 110.0% for each Cumulative Four-Week Period thereafter, in each case, for the Cumulative Period or for any Cumulative Four-Week Period (the "**Expense Variance**"); and (iii) the Total Revolving Credit Exposure on any Business Day shall not be greater than 115.0% of the Budgeted Total Revolving Credit Exposure set forth in the most recent Approved Budget for the week that includes such Business Day (the "**Borrowing Variance**"). Notwithstanding anything to the contrary in this Agreement, covenants set forth above may, at the request of the Borrower Representative, be waived or modified solely with the prior written consent of the Administrative Agent.

(d) The Borrower shall deliver to the Administrative Agent, by not later than 5:00 p.m., on Wednesday (or if Wednesday is not a business day, on the next succeeding business day) of each week (commencing with the first such day of the first full calendar week following the Petition Date), a Compliance Certificate, which shall, among other things, (i) certify as to whether a Default or Event of Default (including with respect to the covenants contained in Section 5.14(c)) has occurred and, if a Default or Event of Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, and (ii) attach an Approved Budget Variance Report.

(e) The Administrative Agent and the Lenders (i) may assume that the Loan Parties will comply with the Approved Budget, (ii) shall have no duty to monitor such compliance and (iii) shall not be obligated to pay (directly or indirectly from proceeds of Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget. The line items in the Approved Budget for payment of the Secured Obligations and Pre-Petition Obligations, including any expenses payable pursuant to Section 9.03, are estimates only, and the Loan Parties shall remain obligated to pay any and all Secured Obligations or Pre-Petition Obligations in accordance with the terms of the Loan Documents and the Financing Order, regardless of whether such amounts exceed such estimates. Nothing in any Approved Budget (including any estimates of a loan balance in excess of Borrowing Base restrictions) shall constitute an amendment or other modification of any Loan Document or any of the Borrowing Base restrictions or other lending limits set forth herein.

Section 5.15 Chapter 11 Case Milestones.

(a) The Loan Parties will, and will cause each of the Subsidiaries to, comply with each of the covenants contained on Schedule 5.15 (each a "**Chapter 11 Case Milestone**" and collectively, the "**Chapter 11 Case Milestones**"), upon the terms and at the times provided for therein; provided that the Administrative Agent may, in its sole and absolute discretion, extend any of the Chapter 11 Case Milestones.

(b) The Loan Parties will, and will cause each of the Subsidiaries to, provide the Administrative Agent with updated information relating to the achievement of any Chapter 11 Case Milestone as may be reasonably requested by the Administrative Agent, in form and substance reasonably acceptable to the Administrative Agent.

Section 5.16 Canadian Recognition Proceedings Milestones. The Loan Parties will, and will cause each of the Subsidiaries to, comply with each of the following milestones relating to the Canadian Recognition Proceedings (each, a "**Canadian Recognition Proceedings Milestone**"), upon the terms and at the times provided for herein; provided that the Administrative Agent may, in its sole and absolute discretion, extend any of the Canadian Recognition Proceedings Milestones: (i) no later than ten (10) Business Days after the Petition Date, the Canadian Borrower, in its capacity as "foreign representative", shall have commenced the Canadian Recognition Proceedings before the Canadian Court; (ii) no later than ten (10) Business Days after the Petition Date the Canadian Court shall have entered the Canadian DIP Recognition Order in form and substance satisfactory to the Administrative Agent; and (iii) no later than ten (10) Business Days after entry of the Final Financing Order by the Bankruptcy Court, the Canadian Court shall have entered an amended or restated Canadian DIP Recognition Order recognizing the Final Financing Order, in form and substance satisfactory to the Administrative Agent.

Section 5.17 Compliance with Bankruptcy Court Orders, Bankruptcy Code, Etc. Each Loan Party will, and will cause each Subsidiary to, comply with (a) the Financing Order and the Cash Management Order, in all respects, and shall not seek any reversal, vacatur, stay, amendment or modification thereto, without the prior written consent of the Administrative Agent, (b) all other orders of the Bankruptcy Court in all material respects, (c) all other obligations and responsibilities as debtors-in-possession under the Bankruptcy Code and the Bankruptcy Rules in all material respects, (d) the Canadian DIP Recognition Order, in all respects, and shall not seek any reversal, vacatur, stay, amendment or modification thereto, without the prior written consent of the Administrative Agent (not to be unreasonably withheld, conditioned, or delayed), and (e) all orders of the Canadian Court in all material respects.

Section 5.18 Status of Specified Sale Transaction and other Sale Efforts. Promptly upon the Administrative Agent's request, each Loan Party shall cause the Company Advisors to provide the Administrative Agent with copies of any informational packages provided to potential bidders, draft agency agreements, purchase agreements, status reports, and updated information related to the Specified Sale Transaction or any other sale of all or substantially all of the Loan Parties' assets being pursued pursuant to the Bidding Procedures Order and copies of any such bids and any updates, modifications or supplements to such information and materials.

## ARTICLE 6 NEGATIVE COVENANTS

Until the Termination Date has occurred, each of Holdings (solely with respect to Section 6.14) and the other Loan Parties covenant and agree with the Administrative Agent and the Lenders that:

Section 6.01 Indebtedness. The Borrowers shall not, nor shall it permit any of its Subsidiaries to create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

(a) (i) the Secured Obligations and (ii) the Pre-Petition Obligations;

(b) Indebtedness of the Company to any Subsidiary and of any Subsidiary to the Company 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 (other than in the ordinary course of business), such Indebtedness shall be permitted as an Investment by Section 6.06; provided, further, that 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 terms reasonably acceptable to the Administrative Agent (it being understood that the subordination terms of the Intercompany Note are acceptable to the Administrative Agent);

(c) Indebtedness arising from agreements providing for indemnification, adjustment of purchase price or similar obligations (including contingent earn-out obligations) incurred in connection with any disposition not prohibited hereunder, any acquisitions or investments not prohibited hereunder or other purchases of assets or Capital Stock, and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Company or any Subsidiary pursuant to such agreements;

(d) Indebtedness which may be deemed to exist pursuant to any performance and completion guaranties or customs, stay, performance, bid, surety, statutory, appeal, performance and return of money bonds, tenders, statutory obligations, leases, governmental contracts, trade contracts or other similar obligations incurred in the ordinary course of business or in respect of any letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments to support any of the foregoing items;

(e) Indebtedness in respect of commercial credit cards, stored value cards, purchasing cards and treasury management services, including Banking Services Obligations, and other netting services, overdraft protections, automated clearing-house arrangements, employee credit card programs, controlled disbursement, ACH transactions, return items, interstate depository network service, Society for Worldwide Interbank Financial Telecommunication transfers, cash pooling and operational foreign exchange management, and, in each case, similar arrangements and otherwise in connection with cash management, including cash management arrangements among Holdings and its subsidiaries, and Deposit Accounts;

(f) (i) Indebtedness incurred in the ordinary course of business in respect of obligations of the Company or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services and (ii) Indebtedness in respect of any letter of credit, bankers' acceptance, bank guaranty or similar instrument supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(g) Guarantees of Indebtedness or other obligations of the Company 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; provided that in the case of any Guarantees by a Loan Party of the obligations of a non-Loan Party the related Investment is permitted under Section 6.06;

(h) Indebtedness existing, or pursuant to commitments existing, on the Closing Date and described on Schedule 6.01(h);

(i) [reserved];

(j) Indebtedness consisting of obligations owing under any customer or supplier incentive, supply, license or similar agreements entered into in the ordinary course of business;

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

(l) solely to the extent contemplated by the Approved Budget, Indebtedness with respect to capital leases and purchase money indebtedness (including Finance Leases) incurred or issued by the Company or any Subsidiary to finance the purchase, lease, construction, installation, maintenance, replacement or improvement of property (real or personal) or equipment within 30 days thereof, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets and Indebtedness arising from the conversion of the obligations of the Company or any Subsidiary under or pursuant to any "synthetic lease" transactions to on-balance sheet Indebtedness of the Company or such Subsidiary, in an aggregate principal amount at any time outstanding under this clause (l) not to exceed $500,000;

(m) to the extent constituting Indebtedness, any super-priority administrative claims granted pursuant to the Financing Order;

(n) to the extent constituting Indebtedness, the Carve Out;

(o) [reserved]

(p) subject to the Term Loan Intercreditor Agreement and the Financing Order, Indebtedness incurred under the Term Loan Credit Agreement in an amount not to exceed [ ] (plus the amount of any capitalized interest capitalized in accordance with the provisions of the Term Loan Credit Agreement as in effect on the date hereof);

(q) Indebtedness in an aggregate principal amount at any time outstanding not to exceed $500,000 in respect of letters of credit, bank guaranties, surety bonds, performance bonds and similar instruments issued for general corporate purposes;

(r) [reserved];

(s) Unsecured Indebtedness in an aggregate principal amount at any time outstanding under this clause (s) not to exceed $250,000;

(t) [reserved];

(u) [reserved];

(v) Indebtedness incurred in connection with Sale and Lease-Back Transactions permitted pursuant to Section 6.08;

(w) [reserved];

(x) Indebtedness (including obligations in respect of letters of credit, bank guarantees, surety bonds, performance bonds or similar instruments with respect to such Indebtedness) incurred in respect of workers compensation claims, unemployment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits;

(y) Indebtedness representing deferred compensation to current or former directors, officers, employees, members of management, managers and consultants of any Parent Company, the Company or any Subsidiary in the ordinary course of business;

(z) [reserved];

(aa) Indebtedness of any Subsidiary supported by a letter of credit in an aggregate principal amount not to exceed the Stated Amount of such letter of credit (but which Stated Amount may include the amount of any anticipated premiums, expenses (including upfront fees and original issue discount) and any accretion in the principal amount thereof);

(bb) unfunded pension fund and other employee benefit plan obligations and liabilities incurred in the ordinary course of business to the extent that the unfunded amounts would not otherwise cause an Event of Default under Section 7.01(i);

(cc) [reserved];

(dd) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(ee) without duplication 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 permitted hereunder; and

(ff) amounts owing from time to time which are secured by the Canadian Administration Charge or the Canadian D&O Charge.

Notwithstanding anything herein or in any other Loan Documents to the contrary all intercompany Indebtedness of any Loan Party owed to any Subsidiary that is not a Loan Party must be unsecured and subordinated in right of payment to the repayment in full in cash of the Obligations on terms reasonably acceptable to the Administrative Agent (which may be pursuant to an intercompany subordination agreement). Notwithstanding any of the foregoing, and except for the Carve Out, no Indebtedness permitted under this Section 6.01 shall be permitted to have an administrative expense claim status under the Bankruptcy Code senior to or pari passu with the super-priority administrative expense claims of (i) the Administrative Agent and the Lenders and (ii) the Pre-Petition Agent and the Pre-Petition Lenders, in each case, as set forth herein and in the Financing Order, other than, solely with respect to the Term Priority Collateral, the Indebtedness incurred under Section 6.01(p).

Section 6.02 Liens. The Borrowers shall not, nor shall it permit any of their Subsidiaries to, create, incur, assume or permit or suffer to exist any Lien on or with respect to any property of any kind owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

(a) Liens (i) created pursuant to the Loan Documents securing the Secured Obligations, (ii) created pursuant to the Pre-Petition Loan Documents securing the Pre-Petition Obligations and (iii) subject to the Term Loan Intercreditor Agreement and the Financing Order, Liens in favor of the Term Loan Agent securing Indebtedness pursuant to Section 6.01(p);

(b) Liens for Taxes, assessments or other governmental charges or levies which are (i) not then more than 30 days overdue or, if more than 30 days overdue, obligations with respect to such Taxes that are not at such time required to be paid pursuant to Section 5.03 or (ii) being contested in good faith in accordance with Section 5.03;

(c) inchoate, statutory or common law Liens (and rights of set-off) of landlords, banks, carriers, warehousemen, mechanics, repairmen, workmen, construction contractors and materialmen, and other Liens imposed by law, in each case incurred in the ordinary course of business (i) for amounts not yet

overdue by more than 30 days or (ii) for amounts that are overdue by more than 30 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;

(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), (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business securing (x) any liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty, liability or other insurance to Holdings, the Company and its subsidiaries or (y) leases or licenses of property otherwise permitted by this Agreement or (iv) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments posted with respect to the items described in clauses (i) through (iii) above;

(e) Liens consisting of 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 the Company and its Subsidiaries, taken as a whole, or the use of the affected property for its intended purpose;

(f) Liens consisting of any (i) interest or title of a lessor or sub-lessor under any lease of real estate permitted hereunder, (ii) landlord lien permitted by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such lessor or sub-lessor may be subject or (iv) subordination of the interest of the lessee or sub-lessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(g) Liens solely on any Cash earnest money deposits made by the Company or any of its Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Investment permitted hereunder;

(h) purported Liens evidenced by the filing of UCC and/or PPSA financing statements relating solely to operating leases 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 any zoning, building or similar law or other Lien granted to, or rights reserved to or vested in, or limitations, provisos and conditions, if any, expressed in any original grant from, any Governmental Authority, to control or regulate the use of any real property or dimensions of real property or the structure thereon, including Liens in connection with any condemnation or eminent domain proceeding or compulsory purchase order;

(k) [reserved];

(l) Liens described on Schedule 6.02 as of the Closing Date; provided that no such Lien extends to any additional property other than the property identified on Schedule 6.02 and secure only the Pre-Petition obligations they secured on the Petition Date;

(m) Liens arising out of Sale and Lease-Back Transactions permitted under Section 6.08;

(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) (i) Liens that are contractual rights of setoff or netting relating to (A) the establishment of depositary relations with banks not granted in connection with the issuance of Indebtedness, (B) pooled deposit or sweep accounts of the Company or any of its Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company or any Subsidiary, (C) purchase orders and other agreements entered into with customers of the Company or any Subsidiary in the ordinary course of business and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business, (ii) Liens encumbering reasonable customary initial deposits and margin deposits and (iii) bankers Liens and rights and remedies as to Deposit Accounts;

(q) Liens on assets and Capital Stock of Subsidiaries that are non-Loan Parties (including Capital Stock owned by such Persons) securing Indebtedness of non-Loan Parties permitted pursuant to Section 6.01;

(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 the Borrowers and their Subsidiaries;

(s) [reserved];

(t) [reserved];

(u) other Liens on assets securing Indebtedness or other obligations (but, in no event shall such Liens secure debt for borrowed money) in an aggregate principal amount at any time outstanding not to exceed $250,000;

(v) [reserved];

(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 the Company and its Subsidiaries or (ii) secure any Indebtedness;

(x) [reserved];

(y) to the extent approved by the Bankruptcy Court, Liens securing obligations in respect letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments permitted under Sections 6.01(c), (d), (f), (q), (x), (aa) and (cc);

(z) Liens arising (i) 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 or (ii) by operation of law under Article 2 of the UCC or any similar provision under the PPSA;

(aa) Liens in favor of the Borrowers or the Loan Guarantors securing intercompany Indebtedness permitted under Section 6.01;

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

(cc) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(dd) Liens securing (i) obligations under Hedge Agreements in connection with any Derivative Transactions of the type described in Section 6.01(r) and (ii) obligations of the type described in Section 6.01(e);

(ee) [reserved];

(ff) [reserved];

(gg) [reserved];

(hh) Liens consisting of any condemnation or eminent domain proceeding or compulsory purchase order affecting real property;

(ii) licenses and sublicenses of IP Rights on a non-exclusive basis;

(jj) ground leases in respect of real property on which facilities owned or leased by the Company or any of its Subsidiaries are located;

(kk) adequate protection Liens and super-priority administrative claims, in each case, granted pursuant to the Financing Order;

(ll) Permitted Prior Liens; and

(mm) in the case of the Canadian Borrower, (i) a pledge of cash collateral in the amount of Canadian $140,000 by the Canadian Borrower to Royal Bank of Canada (**"RBC"**) in connection with certain letters of credit issued by RBC on behalf of the Canadian Debtor to comply with the Canadian Debtor's obligations arising from its transactions with United States customers and potential tariff and duty related liabilities pursuant to which RBC filed Ontario PPSA financing statements against the Canadian Borrower prior to the date hereof and (ii) equipment leased or financed by Toyota Industries Commercial Finance Canada, Inc. ("**Toyota Canada**") to the Canadian Borrower pursuant to which Toyota Canada filed an Ontario PPSA financing statement against the Canadian Borrower prior to the date hereof.

Notwithstanding anything to the contrary herein, Liens permitted under this Section 6.02 (other than (x) Permitted Prior Liens and (y) subject to the Term Loan Intercreditor Agreement with respect to the Term Priority Collateral only, the Liens of the Term Loan Agent securing the Term Loan Obligations) shall at all times be junior and subordinate to the Liens under the Collateral Documents (including the Financing Order) securing the Secured Obligations.

The prohibition provided for in this Section 6.02 specifically includes any effort by any Loan Party or Subsidiary, any Statutory Committee or any other party in interest in the Chapter 11 Case to prime or create pari passu to any claims, Liens or interests of (i) the Administrative Agent and the Lenders or (ii) for so long as the Pre-Petition Obligations have not been indefeasibly paid in full in cash, the Pre-Petition Agent and the Pre-Petition Lenders, any Lien, in each case, other than as set forth in the Financing Order and irrespective of whether such claims, Liens or interests may be "adequately protected."

Section 6.03 No Further Negative Pledges. The Borrowers shall not nor shall it permit any of their Subsidiaries to enter into any agreement prohibiting the creation or assumption of any Lien upon any of its properties, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Obligations, except with respect to:

(a) specific property to be sold pursuant to any Disposition permitted by Section 6.07;

(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 restrictions apply only to the Person or Persons obligated under such Indebtedness and its or their Subsidiaries or the property or assets securing such Indebtedness;

(c) restrictions contained in the documentation governing Indebtedness permitted by clauses (l) and (s) 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 other agreements entered into in the ordinary course of business (provided that such restrictions are limited to the relevant leases, subleases, licenses, sublicenses or other agreements and/or the property or assets secured by such Liens or the property or assets subject to such leases, subleases, licenses, sublicenses or other agreements, as the case may be);

(e) Permitted Liens and restrictions in the agreements relating thereto that limit the right of the Borrowers or any of their Subsidiaries to Dispose of, or encumber the assets subject to such Liens;

(f) [reserved];

(g) [reserved];

(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 the assets of, or ownership interests in, such partnership, limited liability company, joint venture or similar Person;

(i) restrictions on Cash or other deposits imposed by Persons under contracts entered into in the ordinary course of business or for whose benefit such Cash or other deposits exist;

(j) [reserved];

(k) restrictions contained in documents governing Indebtedness and Liens on Capital Stock permitted hereunder of any Subsidiary that is not a Loan Party;

(l) restrictions set forth in any Loan Document, the Term Loan Documents, any Hedge Agreement and/or any agreement relating to any Banking Services Obligation or obligations of the type referred to in Section 6.01(e); and

(m) other 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 (l) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower Representative, no more restrictive with respect to such

encumbrances and other restrictions, taken as a whole, than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.04 Restricted Payments; Certain Payments of Indebtedness.

(a) The Borrowers shall not pay or make any Restricted Payment, except that, in accordance with the Approved Budget:

(i) the Borrowers may make Restricted Payments to the extent necessary to permit any Parent Company:

(A) to pay general administrative costs and expenses (including corporate overhead, legal or similar expenses, expenses for preparing and filing any Tax return or report, and customary wages, salary, bonus and other benefits payable to directors, officers, employees, members of management, consultants and/or independent contractors of any Parent Company), franchise fees, franchise Taxes and similar fees, Taxes and expenses required to maintain the organizational existence of 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 current or former directors, officers, members of management, employees or consultants of any Parent Company, in each case, to the extent attributable to the ownership or operations of any Parent Company (but excluding, for the avoidance of doubt, the portion of any amount, if any, that is attributable to the ownership or operation of any subsidiary of any Parent Company other than Holdings and/or its subsidiaries);

(B) [reserved];

(C) [reserved];

(D) for the payment of insurance premiums to the extent relating to the ownership or operations of any Parent Company (but excluding, for the avoidance of doubt, the portion of such premiums, if any, attributable to the ownership or operations of any subsidiary of any Parent Company other than Holdings and/or its subsidiaries), Holdings, the Company and/or its subsidiaries;

(E) [reserved];

(F) [reserved]; and

(G) to pay customary wages, salary, bonus, severance and other benefits payable to current or former directors, officers, members of management, managers, employees or consultants (or any Immediate Family Member thereof) of any Parent Company plus any reasonable and customary indemnification claims made by current or former directors, officers, members of management, managers, employees or consultants of any Parent Company and any payroll, employment or similar Taxes thereof, to the extent such salary, bonuses, severance and other benefits or claims and any payroll, employment or similar Taxes thereof in respect of any of the foregoing are directly attributable and reasonably allocated to the ownership or operations of any Parent Company (but excluding, for the avoidance of doubt, the portion of any amount, if any, that is attributable to the ownership or operation of any subsidiary of any Parent Company other than Holdings and/or its subsidiaries), Holdings, the Company and/or its subsidiaries;

in each case of the foregoing clauses (A) through (G), so long as such Parent Company applies the amount of any such Restricted Payment for such purpose and solely to the extent such amounts are expressly included in the Approved Budget.

(ii) to the extent contemplated by the Approved Budget, the Company may make Tax Distributions;

(iii) [reserved];

(iv) [reserved];

(v) the Company may make Restricted Payments consisting of payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former officers, directors, employees, members of management, managers or consultants of the Company, any subsidiary or Parent Company or any of their respective Immediate Family Members;

(vi) [reserved];

(vii) [reserved];

(viii) [reserved];

(ix) [reserved]; and

(x) to the extent constituting a Restricted Payment, the Borrowers may consummate any transaction not prohibited by Section 6.06 (other than Sections 6.06(j) and (t)), or Section 6.07 (other than Section 6.07(g)).

(b) The Borrowers shall not, nor shall it permit any Subsidiary to, make any payment in Cash, securities or other property on or in respect of principal on, in each case, prior to the due date thereof, any Indebtedness, including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Indebtedness (collectively, "**Restricted Debt Payments**"), except:

(i) payments or prepayments or exchanges of Indebtedness created under the Loan Documents and the Pre-Petition Loan Documents;

(ii) [reserved];

(iii) to the extent contemplated by the Approved Budget and permitted by the Financing Order regularly scheduled payments in respect of any Indebtedness permitted pursuant to Section 6.01(l) (other than payments with respect to Subordinated Indebtedness prohibited by the subordination provisions thereof);

(iv) [reserved];

(v) payments as a result of the conversion of all or any portion of Indebtedness into Qualified Capital Stock of any Parent Company, the Company or any Subsidiary.

Section 6.05 Restrictions on Subsidiary Distributions. Except as provided herein or in any other Loan Document or, in each case, in any agreements with respect to refinancings, renewals or replacements of such Indebtedness permitted by Section 6.01, the Borrowers shall not, nor shall it permit any of its

Subsidiaries to enter into or cause to exist any agreement restricting the payment of dividends or other distributions or the making of Cash loans or advances by any Subsidiary to the Borrowers or any other Loan Party that is a Subsidiary of the Borrowers, except:

(a) in any agreement evidencing (x) Indebtedness of a Subsidiary that is not a Loan Party permitted by Section 6.01 or (y) Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien if such encumbrance or restriction applies only to the Person obligated under such Indebtedness and its Subsidiaries (or the property or assets intended to secure such Indebtedness);

(b) 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;

(c) 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;

(d) [reserved];

(e) in any agreement for the Disposition of a Subsidiary (or all or substantially all of the property and/or assets thereof) that restricts the payment of dividends or other distributions or the making of loans or advances by that Subsidiary pending such Disposition;

(f) 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;

(g) 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;

(h) on Cash or other deposits imposed by Persons under contracts entered into in the ordinary course of business or for whose benefit such Cash or other deposits exist;

(i) [reserved];

(j) customary net worth or similar provisions contained in leases, contracts or other documents entered into by the Company or any Subsidiary so long as the Company or such Subsidiary has determined in good faith that such net worth or similar provisions could not reasonably be expected to impair the ability of the Company or such Subsidiary to meet its ongoing obligations;

(k) (i) those arising under or as a result of applicable law, rule, regulation or order or the terms of any license, authorization, concession or permit and (ii) those arising in any Hedge Agreement or any agreement relating to any Banking Services Obligation or obligations of the type set forth in Section 6.01(e); and

(l) restrictions of the types referred to in the first paragraph of this Section 6.05 above 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 (k) above; provided that such amendments, modifications, restatements, renewals, increases, supplements,

refundings, replacements or refinancings are, in the good faith judgment of the Borrower Representative, no more restrictive with respect to such restrictions taken as a whole than those in existence prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.06 Investments. The Borrowers shall not, nor shall it permit any of their Subsidiaries to make or own any Investment in any other Person, except:

(a) Cash or Investments that were Cash Equivalents at the time made;

(b) (i) Investments existing on the Closing Date in the Company or any Subsidiary and (ii) Investments made after the Closing Date among the Company and the Subsidiaries that are Loan Parties;

(c) solely to the extent (i) contemplated in the Approved Budget, (ii) necessary to maintain the ordinary course of supplies to the Company or any Subsidiary during the Chapter 11 Case and (iii) approved by the Bankruptcy Court, Investments constituting deposits, prepayments and other credits to suppliers in the ordinary course of business;

(d) Investments made by any Subsidiary that is not a Loan Party in the Company or any Subsidiary;

(e) [reserved];

(f) Investments existing on the Closing Date and described on Schedule 6.06;

(g) [reserved];

(h) [reserved];

(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 not prohibited under Section 6.01 (other than Sections 6.01(b) and (g)), Restricted Payments not prohibited under Section 6.04 (other than Section 6.04(a)(x)), Restricted Debt Payments not prohibited by Section 6.04 and mergers, consolidations, amalgamations, liquidations, winding up, dissolutions or Dispositions not prohibited by Section 6.07 (other than Section 6.07(b)), Section 6.07(c)(i) (if made in reliance on the proviso therein) and Section 6.07(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 account debtors arising in the ordinary course of business, (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (iv) as a result of the settlement, compromise, resolution of litigation, arbitration or other disputes;

(m) [reserved];

(n) Investments to the extent that payment for such Investments is made solely with Capital Stock of any Parent Company or Qualified Capital Stock of Holdings, any Parent Company or any Subsidiary, in each case, to the extent not resulting in a Change of Control;

(o) [reserved];

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) (i) Guarantees of leases (other than Finance Leases) or of other obligations not constituting Indebtedness and (ii) Guarantees of the lease obligations of suppliers, customers, franchisees and licensees of the Company and its Subsidiaries, in each case in the ordinary course of business;

(t) Investments in any Parent Company in amounts and for purposes for which Restricted Payments to Holdings are permitted under Section 6.04(a); provided that any such Investments made as provided above in lieu of such Restricted Payments shall reduce availability under the applicable Restricted Payment basket under Section 6.04(a);

(u) [reserved];

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable law;

(z) Investments in Holdings or the Company in connection with intercompany cash management arrangements and related activities in the ordinary course of business;

(aa) [reserved]; and

(bb) Investments consisting of the licensing or sublicensing of IP Rights on a non-exclusive basis.

Section 6.07 Fundamental Changes; Disposition of Assets. The Borrowers shall not, nor shall it permit any of its Subsidiaries to, enter into any transaction of merger, amalgamation or consolidation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or make any Disposition in a single transaction or in a related series of transactions, except:

(a) [reserved];

(b) Dispositions (including of Capital Stock) among the Loan Parties (upon voluntary liquidation or otherwise); provided that any such Disposition treated as an Investment and otherwise made in compliance with Section 6.06 (other than in reliance on clause (j) thereof);

(c) the liquidation or dissolution of any Subsidiary so long as (i) the Borrower Representative determines in good faith that such liquidation or dissolution is in the best interests of the Company and (ii) any distribution of assets of any such Subsidiary are made to a Loan Party;

(d) (i) Dispositions of inventory or equipment in the ordinary course of business (including on an intercompany basis) and (ii) the leasing or subleasing of real property in the ordinary course of business;

(e) [reserved];

(f) [reserved];

(g) [Dispositions, mergers, amalgamations, consolidations or conveyances that constitute Investments permitted pursuant to Section 6.06 (other than Sections 6.06(j) and (t)), Permitted Liens, Restricted Payments permitted by Section 6.04(a) (other than Section 6.04(a)(x)) and Sale and Lease-Back Transactions permitted by Section 6.08;]

(h) [reserved];

(i) the Specified Sales Transactions;

(j) [reserved];

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

(l) Dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under an open source license), which (i) do not materially interfere with the business of the Borrowers and their Subsidiaries or (ii) relate to closed branches or manufacturing facilities or the discontinuation of any product or service line;

(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 (including in tort) in the ordinary course of business;

(n) Dispositions of property subject to casualty, foreclosure, eminent domain or condemnation proceedings (including in lieu thereof or any similar proceeding);

(o) Disposition or consignment, license, sublicense, conveyance of equipment, inventory or other assets (including fee and leasehold interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) solely to the extent approved by the Bankruptcy Court, other Dispositions in an amount of not more than $500,000;

(t) (i) Dispositions, licensing, sublicensing and cross-licensing arrangements involving any technology or IP Rights of the Borrowers or any Subsidiary in the ordinary course of business in each case on a non-exclusive basis, or (ii) the Disposition, abandonment, cancellation or lapse of IP Rights, or any issuances or registrations, or applications for issuances or registrations, of any IP Rights, which, in the reasonable good faith determination of the Borrowers or their Subsidiaries are no longer economically practicable to maintain, worth the cost of maintaining, or used or useful in any material respect;

(u) terminations or unwinding of Derivative Transactions; and

(v) Dispositions of letters of credit and/or bank guarantees (and/or the rights thereunder) to banks or other financial institutions in the ordinary course of business in exchange for Cash and/or Cash Equivalents;

provided that sales or other Dispositions of Accounts in connection with securitization or factoring arrangements shall in all cases not be permitted.

Section 6.08 Sales and Lease-Backs. The Borrowers shall not, nor shall it permit any of its Subsidiaries to 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 the Borrowers or such Subsidiary (a) has sold or transferred or is to sell or to transfer to any other Person (other than any Borrower or any of its 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 the Borrowers or Subsidiary to any Person (other than the Borrowers or any of its Subsidiaries) in connection with such lease (such a transaction described herein, a "**Sale and Lease-Back Transaction**").

Section 6.09 Transactions with Affiliates. The Borrowers shall not, nor shall it permit any of its Subsidiaries to enter into any transaction (including the purchase, sale, lease or exchange of any property, the rendering of any service or any Restricted Payment with respect to Capital Stock) involving, pursuant to any such transaction with any of their Affiliates on terms that are less favorable to the Borrowers or any 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 restrictions shall not apply to:

(a) [reserved];

(b) [reserved];

(c) (i) any collective bargaining agreements, employment agreements or arrangements, severance agreements or compensatory (including profit sharing) arrangements entered into by the Borrowers or any of its Subsidiaries with their respective current or former officers, directors, members of management, managers, employees, consultants or independent contractors or those of any Parent Company and (ii) transactions pursuant to any employee compensation arrangement, benefit plan, stock option plan or arrangement, any health, disability or similar insurance plan which covers current or former officers, directors, members of management, employees, consultants or independent contractors;

(d) [reserved];

(e) except pursuant to the Approved Budget, without the express prior written consent of the Administrative Agent and an order of the Bankruptcy Court (including the Financing Order) after notice and hearing, payments in respect of transactions required to be made pursuant to agreements or arrangements in effect on the Closing Date and set forth on Schedule 6.09;

(f) [reserved];

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

(h) [reserved];

(i) Guarantees permitted by Section 6.01 or Section 6.06;

(j) [reserved];

(k) [reserved];

(l) [reserved];

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

(n) the making of any intercompany loans by Holdings to the Company or any other Loan Party; and

(o) any transaction in respect of which the Borrower Representative delivers to the Administrative Agent a letter addressed to the board of directors (or equivalent governing body) of the Company (or any parent company) from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is on terms that are no less favorable to the Company or the applicable Subsidiary than might be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate.

Section 6.10 Conduct of Business. From and after the Closing Date, the Borrowers shall not, nor shall it permit any of its Subsidiaries to, engage in any material line of business other than the businesses engaged in by the Borrowers or their Subsidiaries on the Closing Date.

Section 6.11 Amendments or Waivers of Organizational Documents. The Borrowers shall not, nor shall it permit any of their Subsidiaries to, amend or modify, in each case in a manner that is adverse to the Lenders (in their capacities as such), such Person's Organizational Documents without obtaining the prior written consent of the Administrative Agent.

Section 6.12 [Reserved].

Section 6.13 Fiscal Year. No Loan Party shall change its Fiscal Year-end.

Section 6.14 Permitted Activities of Holdings. Holdings shall not:

(a) incur any Indebtedness for borrowed money other than (i) the Indebtedness under the Loan Documents or otherwise in connection with the Transactions and (ii) Guarantees of Indebtedness of the Borrowers and their Subsidiaries permitted hereunder;

(b) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by it other than (i) the Liens created under the Collateral Documents, (ii) [reserved], (iii) Permitted Liens on the Collateral that are secured on a junior basis with the Secured Obligations, so long as such Permitted Liens secure Guarantees permitted under clause (a)(ii) above and the underlying Indebtedness subject to such Guarantee is permitted to be secured on the same basis pursuant to Section 6.02; (iv) Liens

of the type permitted under Section 6.02 (other than in respect of debt for borrowed money) and (v) the Liens described in the Financing Order;

(c) engage in any business activity or own any material assets other than (i) holding the Capital Stock of the Company and, indirectly, any other subsidiary of the Company; (ii) performing its obligations under the Loan Documents, and other Indebtedness, Liens (including the granting of Liens) and Guarantees permitted hereunder; (iii) issuing its own Capital Stock (including, for the avoidance of doubt, the making of any dividend or distribution on account of, or any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of, any shares of any class of Capital Stock); (iv) filing Tax returns or reports and paying Taxes and other customary obligations related thereto in the ordinary course (and contesting any Taxes and participating in any Tax audits); (v) preparing reports to Governmental Authorities and to its shareholders; (vi) holding director and shareholder meetings, preparing organizational records and other organizational activities required to maintain its separate organizational structure or to comply with applicable Requirements of Law; (vii) [reserved]; (viii) holding Cash and other assets received in connection with Restricted Payments received from, or Investments made by the Company and its subsidiaries or contributions to the capital of, or proceeds from the issuance of, Capital Stock of Holdings, in each case, pending the application thereof; (ix) providing indemnification for its current or former officers, directors, members of management, managers, employees and advisors or consultants; (x) participating in tax, accounting and other administrative matters; (xi) performing its obligations under the Specified Sales Agreement and the related documents and agreements and transactions with respect to Holdings that are otherwise specifically permitted or expressly contemplated by Article 6; (xii) complying with applicable Requirements of Law (including with respect to the maintenance of its existence) and activities incidental to the foregoing; and (xiii) performing activities incidental to any of the foregoing; or

(d) consolidate or amalgamate with, or merge with or into, any Person.

Section 6.15 [Reserved].

Section 6.16 Canadian Defined Benefit Pension Plans. None of Holdings, the Company or any of their respective Subsidiaries will create, establish, maintain, contribute to, or have any liability or contingent liability with respect to any Canadian Defined Benefit Pension Plan.

Section 6.17 Material Intellectual Property. Notwithstanding anything herein or in any other Loan Documents to the contrary, no Borrower nor any other Loan Party may transfer (including via exclusive license), contribute, make an Investment of, or Dispose of, any intellectual property that is material to the business or operations of any Borrower and its Subsidiaries to any Person that is not a Loan Party.

## ARTICLE 7 EVENTS OF DEFAULT

Section 7.01 Events of Default. If any of the following events (each, an "**Event of Default**") shall occur:

(a) Failure To Make Payments When Due. Failure by the Borrowers to pay (i) when due any amount of principal of any Loan or LC Disbursement, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise, (ii) any interest on any Loan or LC Disbursement within two (2) Business Days after the date due or (iii) any fee or any other amount due hereunder within three (3) Business Days after the date due; or

(b) Default in Other Agreements. Except for the filing of the Chapter 11 Case, (i) failure of any Loan Party or any of its Subsidiaries to pay when due any principal of or interest on or any other amount

payable in respect of one or more items of Indebtedness (other than Indebtedness referred to in clause (a) above) with an aggregate outstanding principal amount exceeding the Threshold Amount, in each case 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 Indebtedness with an aggregate outstanding principal amount exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness (other than, with respect to Indebtedness consisting of Hedge Agreements, termination events or equivalent events pursuant to the terms of such Hedge Agreements and which is not as a result of any default thereunder by any Loan Party or any Subsidiary), 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 that 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; provided that clause (ii) of this paragraph (b) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property securing such Indebtedness if such sale or transfer is permitted hereunder;; provided further that this paragraph (b) shall not apply in respect of any Indebtedness the payment or enforcement of which is subject to the Automatic Stay; provided, further, that no Event of Default shall arise under this paragraph (b) to the extent that any such failure, breach or default under clause (i) or clause (ii) above is caused by or arises directly and solely from the filing of the Chapter 11 Case or the commencement of the Chapter 11 Case (such as any cross-default or ipso facto provision triggered solely by reason of such filing or commencement); or

(c) Breach of Representations, Etc. Any representation, warranty or certification 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

(d) 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 Sections 5.01, 5.02 (as it applies to the preservation of the existence of the Borrowers), 5.06, 5.08(b), 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 or Article 6;

(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 Section of this Article 7, and such default shall not have been remedied or waived within the earlier of (x) 10 days after receipt by the Borrower Representative of written notice from the Administrative Agent of such default and (y) any Financial Officer or Responsible Officer of any Loan Party obtaining actual knowledge of such failure; or

(f) [Reserved];

(g) Specified Sale Transaction. Any Borrower or any of its Subsidiaries, except as contemplated by the Bidding Procedures Order, (i) fail to comply, in any material respect, with the terms of any binding agreement for a Specified Sale Transaction or any of the documents or agreements executed in connection therewith, (ii) fail to consummate a Specified Sale Transaction in accordance with the terms of the definitive documents or agreements executed in connection therewith and the related Bankruptcy Court orders authorizing such Specified Sale Transaction (in each case of clauses (i) and (ii), (x) without any waiver or amendment to such documents, agreements or Bankruptcy Court orders, unless consented to in writing by the Administrative Agent and (y) other than as a result of a consummation of a higher or better transaction as contemplated by the applicable bid procedures), or (iii) take any action which would reasonably be expected to result in a decrease in proceeds from a Specified Sale Transaction of more than

$4,000,000 or to adversely affect the Borrower's or any Subsidiary's ability to comply with the terms of any definitive documents or agreements executed in connection with such Specified Sale Transaction; or

(h) Judgments and Attachments. Any one or more final money judgments, 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 adequately covered by self-insurance (if applicable) or by insurance as to which a third party insurance company has been notified and not denied coverage) shall be entered or filed against a Borrower 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 30 days, other than other than any such judgment or judgments the payment or enforcement of which is subject to the Automatic Stay; or

(i) Employee Benefit Plans. There shall occur (i) one or more ERISA Events, which individually or in the aggregate would reasonably be expected to result in liability of the Borrowers or any of its Subsidiaries which would reasonably be expected to result in a Material Adverse Effect or (ii) a Canadian Pension Termination Event; or

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

(k) Guaranties, Collateral Documents and Other Loan Documents. At any time after the execution and delivery thereof, (i) any material Loan Guaranty for any reason, other than the occurrence of the Termination Date, 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) any material Collateral Document 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 occurrence of the Termination Date or any other termination of such Collateral Document in accordance with the terms thereof) or shall be declared null and void, (iii) the Administrative Agent shall not have or shall cease to have a valid and perfected Lien in any 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 or (iv) any Loan Party shall contest the validity or enforceability of any material provision of any Loan Document or any Pre-Petition Loan Document in writing or deny in writing that it has any further liability (other than by reason of the occurrence of the Termination Date), including with respect to future advances by the Lenders, under any Loan Document to which it is a party; or

(l) Chapter 11 Case. The occurrence of any of the following in the Chapter 11 Case:

(i) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto by any of the Borrower or any Subsidiary, or any Person claiming by or through the Borrower or any Subsidiary, in the Chapter 11 Case: (A) to obtain additional financing under Section 364(c) or Section 364(d) of the Bankruptcy Code not otherwise permitted pursuant to the Loan Documents, (B) to grant any Lien (other than Liens expressly permitted by Section 6.02) upon or affecting any Collateral, (C) except as provided in the Financing Order, to use "cash collateral" (as defined in Section 363(a) of the Bankruptcy Code) under Section 363(c) of the Bankruptcy Code without the prior written consent of the Administrative Agent, (D) that seeks to prohibit the Administrative Agent from credit bidding on any or all of the Loan Parties' assets during the pendency of the Chapter 11 Case, or (E) any other action or actions materially adverse to (x) the Administrative Agent and the Lenders or their rights and remedies under the Loan Documents or their interest in the Collateral, or (y) the Pre-Petition Agent and Pre-Petition Lenders or their rights under the Pre-Petition Loan Documents or their interest in the Pre-Petition Collateral, other than, in the case of clause (C) or (D) above, in

connection with the indefeasible payment in full in cash (including pursuant to a refinancing) of the Secured Obligations and the Pre-Petition Obligations;

(ii) (A) the filing of any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, by any Loan Party that does not propose to indefeasibly repay in full in cash the Secured Obligations and the Pre-Petition Obligations on the effective date of such plan, or by any other Person, in each case, without the prior written consent of the Administrative Agent, or the Borrower or any Subsidiary shall seek, support or fail to contest in good faith the filing or confirmation of any such plan of reorganization or entry of any such order, (B) the entry of any order terminating any Loan Party's exclusive right to file a plan of reorganization, or (C) the expiration of any Loan Party's exclusive right to file a plan of reorganization;

(iii) the entry of an order in the Chapter 11 Case confirming a plan of reorganization that (A) is not acceptable to the Administrative Agent in its discretion (it being understood that a plan of reorganization that provides for the indefeasible repayment in full in cash of the Secured Obligations and the Pre-Petition Obligations on the effective date thereto shall be deemed to be acceptable to the Administrative Agent) or (B) does not contain a provision for termination of the Commitments and the indefeasible repayment in full in cash of all of the Secured Obligations and the Pre-Petition Obligations on or before the effective date of such plan or plans or reorganization;

(iv) (A) the entry of an order amending, supplementing, staying, vacating or otherwise modifying the Loan Documents (including the Financing Order) or the Cash Management Order, in each case, without the prior written consent of the Administrative Agent, (B) the entry of an order granting reconsideration with respect to the Financing Order or the Cash Management Order, (C) the Financing Order or the Cash Management Order shall otherwise not be in full force and effect or (D) any Loan Party or any Subsidiary shall fail to comply with the Financing Order;

(v) except as set forth in any motions which have been delivered to and are acceptable to the Administrative Agent or as set forth in the Financing Order, the payment of, or application for authority to pay, any Pre-Petition claim without the prior written consent of the Administrative Agent;

(vi) (A) the allowance of any claim or claims under Section 506(c) of the Bankruptcy Code or otherwise against the Administrative Agent, any Lender or any of the Collateral or against the Pre-Petition Agent, any Pre-Petition Lender or any Pre-Petition Collateral or (B) the grant of (or the making by any of the Loan Parties of any proposal to grant) any waiver of claims under Section 506(c) of the Bankruptcy Code in favor of any party in interest in the Chapter 11 Case (other than the Administrative Agent or any Lender or the Pre-Petition Agent, any Pre-Petition Lender);

(vii) the filing of a motion by the Loan Parties or any of their Affiliates for, or the entry of any order directing, the appointment of an interim or permanent trustee in the Chapter 11 Case or the appointment of a trustee, receiver, or an examiner in the Chapter 11 Case with expanded powers beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code to operate or manage the financial affairs, the business, or reorganization of the Loan Parties (excluding, for avoidance of doubt, the appointment of the Information Officer in the Canadian Recognition Proceedings);

(viii) other than pursuant to (i) any Specified Sale Transaction; (ii) a going concern sale contemplated by the Bidding Procedures Order and that permitted pursuant to this Agreement; or

(iii) or with the prior written consent of the Administrative Agent, the sale of all or substantially all of the Loan Parties' assets either through a sale under Section 363 of the Bankruptcy Code, through a confirmed plan of reorganization in the Chapter 11 Case or otherwise that does not result in the indefeasible repayment in full in cash of the Secured Obligations and the Pre-Petition Obligations upon the closing of such sale or initial payment of the purchase price or effectiveness of such plan of reorganization;

(ix) the dismissal of the Chapter 11 Case, or the conversion of the Chapter 11 Case from one under Chapter 11 of the Bankruptcy Code to one under Chapter 7 of the Bankruptcy Code or the Borrower or any Subsidiary shall file a motion or other pleading seeking the dismissal of the Chapter 11 Case under Section 1112 of the Bankruptcy Code or otherwise or the conversion of the Chapter 11 Case from one under Chapter 11 of the Bankruptcy Code to one under Chapter 7 of the Bankruptcy Code;

(x) the filing of a motion by any Loan Party or any Subsidiary or any of their respective Affiliates seeking, or the Bankruptcy Court shall enter an order granting, relief from or modifying the Automatic Stay (A) to allow any creditor (other than the Administrative Agent or the Pre-Petition Agent) to execute upon or enforce a Lien on any Collateral having a value in excess of $1,000,000, (B) approving any settlement or other stipulation not approved by the Administrative Agent with any secured creditor of any Loan Party providing for payments as adequate protection or otherwise to such secured creditor, or (C) with respect to any Lien of or the granting of any Lien on any Collateral to any federal, state or local environmental or regulatory agency or authority, which in either case involves a claim of $2,000,000;

(xi) the commencement of a suit or an action against the Administrative Agent, any Lender, the Pre-Petition Agent or any Pre-Petition Lender (in each case, in their capacities as such) by or on behalf of any Loan Party or any Subsidiary (or their estates) or by their Affiliates; provided that no Event of Default shall arise under this clause (xi) with respect to any action or proceeding (A) expressly permitted or authorized pursuant to the Financing Order, including any challenge rights granted to any statutory committee or other party in interest thereunder, or (B) constituting a "Permitted Challenge" (as defined in the Financing Order);

(xii) the entry of an order in the Chapter 11 Case avoiding or permitting recovery of any portion of the payments made on account of the Secured Obligations or the Pre-Petition Obligations;

(xiii) other than with the prior written consent of the Administrative Agent, the filing of a motion by any Loan Party or any of their respective Affiliates seeking, or the Bankruptcy Court shall enter an order granting, a change in venue with respect to the Chapter 11 Case;

(xiv) other than in respect of the Carve Out or the Secured Obligations, or as otherwise permitted under the Loan Documents (including the Financing Order), the existence (or the entry of) any order of the Bankruptcy Court authorizing (x) any claims or charges, entitled to super-priority administrative expense claim status in the Chapter 11 Case having a priority that is *pari passu* with or senior to the claims of the Administrative Agent, the Collateral and the Lenders under the Loan Documents or (y) any Lien on the Collateral having a priority that is *pari passu* with or senior to the Liens of the Administrative Agent securing the Secured Obligations;

(xv) the filing of a motion by the Borrower, any Subsidiary or any of their respective Affiliates seeking to limit, or the Bankruptcy Court shall enter an order limiting, the extension under Section 552(b) of the Bankruptcy Code of the Liens of the Pre-Petition Agent on the

Collateral (as defined in the Pre-Petition Credit Agreement) to any proceeds, products, offspring, or profits of the Collateral (as defined in the Pre-Petition Credit Agreement) acquired by any Loan Party after the Petition Date; or

(xvi) any Loan Party shall take any action in support of any matter prohibited by this Section 7.01(l) or any other Person shall do so and such application is not contested in good faith by the Borrowers and the relief requested is granted in an order that is not stayed pending appeal;

(m) Canadian Recognition Proceedings. The occurrence of any of the following: (i) the Canadian DIP Recognition Order shall be reversed, stayed, vacated, amended, supplemented or otherwise modified, in whole or in part, without the prior written consent of the Administrative Agent; (ii) the Canadian DIP Recognition Order shall cease to be in full force and effect, or shall cease to create the Canadian DIP Charge on the Canadian Collateral; (iii) the Canadian Recognition Proceedings shall be dismissed or terminated, or any Loan Party or any Subsidiary thereof shall file a motion or other pleading seeking such dismissal or termination, without the prior written consent of the Administrative Agent; (iv) a proceeding under the Bankruptcy and Insolvency Act (Canada) shall be commenced by or in respect of any Canadian Loan Party, or any Canadian Loan Party shall be adjudged a bankrupt or make an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada); (v) the Canadian Court shall enter an order granting relief from or modifying the stay of proceedings in the Canadian Recognition Proceedings to permit any creditor (other than the Administrative Agent or the Pre-Petition Agent) to execute upon, enforce a Lien on, or otherwise realize upon, any Canadian Collateral having a value in excess of $2,000,000; (vi) other than the Canadian Administration Charge and the Canadian D&O Charge (and other than in connection with the recognition of an order granted by the Bankruptcy Court), the entry of an order by the Canadian Court, or the filing of a motion by any Loan Party seeking an order, (A) granting any charge on the Canadian Collateral having priority equal to or senior to the Canadian DIP Charge, or (B) granting any super-priority claim or charge under the CCAA that would rank pari passu with or senior to the Canadian DIP Charge, in each case without the prior written consent of the Administrative Agent; (vii) any Loan Party shall fail to comply in any material respect with the terms of the Canadian DIP Recognition Order; (viii) the appointment of a receiver, interim receiver, receiver and manager, trustee in bankruptcy, liquidator, or any similar official with respect to any Canadian Loan Party or any material portion of the Canadian Collateral (excluding, for greater certainty, the appointment of the Information Officer in the Canadian Recognition Proceedings); or (ix) any Loan Party shall take any action in support of any of the matters described in clauses (i) through (viii) above, or any other Person shall do so and such application is not contested in good faith by the Loan Parties and the relief requested is granted in an order that is not stayed pending appeal;

then, in the case of any such Event of Default and at any time thereafter during the continuance of such Event of Default, subject to the Financing Order and the terms thereof, and, in the case of any Canadian Collateral, the Canadian DIP Recognition Order, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower Representative, take any of the following actions, at the same or different times:

(i) terminate, reduce or condition the Revolving Credit Commitments, or make any adjustment to the Borrowing Base, each with immediate effect;

(ii) declare the Obligations then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Obligations so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers;

(iii) terminate this Agreement and any other Loan Document as to any future liability or obligation of the Administrative Agent and the Lenders, but without affecting any of the liens securing the Secured Obligations;

(iv) require that the Borrowers deposit in the LC Collateral Account an additional amount in Cash as reasonably requested by the Issuing Banks (not to exceed 103% (or 105% in the case of Letters of Credit denominated in Canadian Dollars)) of the then outstanding LC Exposure;

(v) terminate, reduce or restrict any right or ability of the Loan Parties to use any "cash collateral" (within the meaning of Section 363(c) of the Bankruptcy Code) of the Secured Parties or the "Secured Parties" under, and as defined in, the Pre-Petition Credit Agreement, other than to the extent expressly permitted in the Financing Order;

(vi) declare that the application of the Carve Out has occurred through the delivery of a Carve Out Trigger Notice in accordance with the Financing Order;

(vii) subject to the Remedies Notice Period, (A) direct any or all of the Loan Parties to sell or otherwise dispose of any or all of the Collateral on terms and conditions acceptable to the Administrative Agent pursuant to Section 363, Section 365 and other applicable provisions of the Bankruptcy Code (and, without limiting the foregoing, direct any Loan Party to assume and assign any lease or executory contract included in the Collateral to the Administrative Agent's designees in accordance with and subject to Section 365 of the Bankruptcy Code) and (B) if applicable, implement (or require implementation of) the actions specified in the Financing Order in connection with the occurrence of any Event of Default; and/or

(viii) subject to the Remedies Notice Period, whether or not the maturity of the Secured Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies of the Secured Parties under this Agreement or any of the other Loan Documents (including the Financing Order), under the Pre-Petition Credit Agreement or any of the other Pre-Petition Loan Documents, or under applicable law (including the UCC and the PPSA).

## ARTICLE 8 THE ADMINISTRATIVE AGENT

Each of the Lenders and the Issuing Banks hereby irrevocably appoints ACF Finco I LP (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 that are 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 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 the Borrowers or any Lender in accordance with the notice information in Section 10.01, 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.

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 Document, or exercise any right that it might otherwise have under applicable law or otherwise to credit bid at foreclosure sales, UCC and/or PPSA sales, any sale under Section 363 of the Bankruptcy Code or under any similar provision under any other Debtor Relief Law 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 or under any other Debtor Relief Law.

Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, the Loan Parties, 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 Guaranty, 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 Disposition (including pursuant to Section 363 of the Bankruptcy Code or under any similar provision under any other Debtor Relief Law), (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 Disposition, 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 Disposition and (B) the Administrative Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such Disposition.

No holder of Secured Hedging Obligations or Banking Services Obligations shall have any rights in connection with the management or release of any Collateral or of the obligations of any Loan Guarantor under this Agreement. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no provider of any Banking Services shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider under such agreements or of such products or as the holder of Secured Hedging Obligations or Banking Services Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or Guarantors.

Each of the Lenders hereby irrevocably authorizes (and by entering into a Hedge Agreement with respect to Secured Hedging Obligations and/or by entering into documentation in connection with Banking Services Obligations, each of the other Secured Parties hereby authorizes and shall be deemed to authorize) the Administrative Agent, on behalf of all Secured Parties to take any of the following actions upon the written instruction of the Required Lenders:

(a) consent to the Disposition of all or any portion of the Collateral free and clear of the Liens securing the Secured Obligations in connection with any such Disposition or other transfer pursuant to the applicable provisions of the Bankruptcy Code, including Section 363 thereof, or under any other Debtor Relief Law;

(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 Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the Bankruptcy Code, including under Section 363 thereof, or under any other Debtor Relief Law;

(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 Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the UCC and/or PPSA, including pursuant to Sections 9-610 or 9-620 of the UCC; and/or

(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 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;

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 each 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 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 or Disposition, by (y) the aggregate amount of all Secured Obligations that were credit bid in such credit bid or 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 or LC Exposure shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans or LC Exposure and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Banks and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Issuing Banks 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 Sections 2.11 and 9.03) allowed in such judicial proceeding;

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) to receive payments from any custodian, receiver, receiver and manager, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Issuing

Banks, 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 Sections 2.11 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 or any Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any Issuing Bank to authorize the Administrative Agent to vote in respect of the claim of any Lender or any Issuing Bank 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, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the applicable Issuing Bank, the Administrative Agent and the Issuing Bank may presume that such condition is satisfactory to such Lender unless the Administrative Agent or Issuing Bank shall have received notice to the contrary from such Lender or Issuing Bank prior to the making of such Loan or issuance of such Letter of Credit. The Administrative Agent and any Issuing Bank 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 shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received written notice from a Lender or the Borrower Representative referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by, or with the consent of, the Required Lenders.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers 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 8 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 activities as the Administrative Agent.

The Administrative Agent may resign at any time by giving ten days prior written notice to the Lenders, the Issuing Banks and the Borrower Representative. If the Administrative Agent is a Defaulting Lender or an Affiliate of a Defaulting Lender, the Borrower Representative may, upon ten days' notice, remove the Administrative Agent. Upon receipt of any such notice of resignation or removal, the Required Lenders shall have the right, with the consent of the Borrower Representative (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent which shall be a commercial bank with an office in the U.S. having combined capital and surplus in excess of $1,000,000,000 and who shall be a "U.S. person" and a "financial institution" within the meaning of Treasury Regulations Section 1.1441-1; provided that during the existence and continuation of an Event of Default under Section 7.01(a) or, with respect to any Borrower, Section 7.01(f) or (g), no consent of the Borrower Representative 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 (a) in the case of a retirement, the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent meeting the qualifications (including, for the avoidance of doubt, the Borrower Representative consent, if required) set forth above or (b) in the case of a removal, the Borrower Representative may, after consulting with the Required Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that (x) in the case of a retirement, if such Administrative Agent shall notify the Borrower Representative, the Lenders and the Issuing Banks that no qualifying Person has accepted such appointment or (y) in the case of a removal, the Borrower Representative notifies the Required Lenders that no qualifying Person has accepted such appointment, then, in each case, such resignation or removal 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 and communications provided to be made to or through the Administrative Agent shall instead be made to each Lender and Issuing Bank directly (and each Lender and Issuing Bank will cooperate with the Borrower Representative to enable the Borrower Representative to take such actions), and all determinations provided to be made by the Administrative Agent shall instead be made by the Required Lenders, in each case, until such time as the Required Lenders or the Borrower Representative, as applicable, appoint a successor Administrative Agent, as provided for above in this Article 8. 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 8 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 and each Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each Issuing Bank 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 and the Issuing Banks by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender or Issuing Bank 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.

Anything herein to the contrary notwithstanding, the Lead Arranger shall not have any right, power, obligation, liability, responsibility or duty under this Agreement, except in its respective capacities, as applicable, as the Administrative Agent, an Issuing Bank or a Lender hereunder.

Each of the Lenders and the Issuing Banks irrevocably authorize and instruct the Administrative Agent to, and the Administrative Agent shall,

(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 Disposition 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 Guaranty otherwise in accordance with the Loan Documents, (v) as required under clause (d) below or (vi) if approved, authorized or ratified in writing by the Required Lenders 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 (or becomes an Excluded Subsidiary) as a result of a single transaction or related series of transactions permitted hereunder; and

(c) enter into subordination, intercreditor and/or similar agreements with respect to Indebtedness that is (i) required or permitted to be subordinated hereunder and/or (ii) secured by Liens, and which Indebtedness contemplates an intercreditor, subordination or collateral trust agreement.

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 Guaranty pursuant to this Article 8 and Section 10.12 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 Guaranty, in each case in accordance with the terms of the Loan Documents and this Article 8.

The Administrative Agent is authorized to enter into any intercreditor agreement contemplated hereby with respect to Indebtedness that is (i) required or permitted to be subordinated hereunder and/or (ii) secured by Liens and which Indebtedness contemplates an intercreditor, subordination or collateral trust agreement (any such other intercreditor agreement, an "**Additional Agreement**"), and the parties hereto acknowledge that any Additional Agreement is binding upon them. Each Lender and Issuing Bank (a) hereby consents to the subordination of the Liens on the Collateral securing the Secured Obligations on the terms set forth in any Additional Agreement, (b) hereby agrees that it will be bound by and will take no actions contrary to the provisions of any Additional Agreement and (c) hereby authorizes and instructs the Administrative Agent to enter into any Additional Agreement and to subject the Liens on the Collateral securing the Secured Obligations to the provisions thereof. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrowers and such Secured Parties are intended third-party beneficiaries of such provisions and the provisions of any Additional Agreement.

To the extent the Administrative Agent or Issuing Bank (or in each case any Affiliate thereof) is not reimbursed and indemnified by the Borrowers, the Lenders will reimburse and indemnify the Administrative Agent and the Issuing Bank (and in each case 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 in its (or any of its Affiliates') capacity as Administrative Agent; 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 the Issuing Bank's (or each such Affiliate's) gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non- appealable decision).

Whenever reference is made in the Loan Documents to any action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Administrative Agent to any amendment, waiver or other modification of this Agreement to be executed (or not to be executed) by the Administrative Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Administrative Agent, it is understood that in all cases the Administrative Agent shall be acting, giving, withholding, suffering, omitting, making or otherwise undertaking and exercising the same (or shall not be undertaking and exercising the same) as directed in accordance with this Agreement by the Required Lenders. This provision is intended solely for the benefit of the Administrative Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim under or in relation to any Loan Document, or confer any rights or benefits on any party hereto.

## ARTICLE 9 MISCELLANEOUS

Section 9.01 Notices.

(a) 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 or email, as follows:

(i) if to any Loan Party, to the Borrower Representative at:

Bamboo Purchaser, Inc.
14500 Kinsman Road
Burton, OH 44021
Attention: Adam Zalev (in his capacity as Chief Restructuring Officer)
Telephone: (949) 416-1163
E-mail: azalev@reflectadvisors.com

with a copy to:

Cole Schotz P.C.
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Attention: Justin R. Alberto
E-mail: jalberto@coleschotz.com

(ii) if to the Administrative Agent, at:

ACF Finco I LP
Attn: [__]
560 White Plains Road, Suite 400
Tarrytown, NY 10591

with a copy to:

Choate, Hall & Stewart LLP
Two International Place
Boston, MA 02110
Attention: John Ventola
Telephone: 617-248-5085
E-mail: jventola@choate.com

(iii) if to any Issuing Bank, the Swingline Lender or any other Lender, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications (A) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof or three Business Days after dispatch if sent by certified or registered mail, in each case, delivered, sent or mailed (properly addressed) to such party as provided in this Section 9.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01 or (B) sent by facsimile shall be deemed to have been given when sent and when receipt has been confirmed by telephone; provided that received notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, such notices or other communications 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 Representative (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. 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.

(d) Each Loan Party hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent or the Lenders pursuant to this Agreement and any other Loan Document, including all notices, requests, financial statements, financial and other reports, certificates and other information materials (the "**Communications**"), by transmitting them in an electronic medium in a format reasonably acceptable to the Administrative Agent at such e-mail address(es) provided to the Borrower Representative from time to time or in such other form as the Administrative Agent shall reasonably require. In addition, each Loan Party agrees to continue to provide the Communications to the Administrative Agent in the manner specified in this Agreement or any other Loan Document or in such other form as the Administrative Agent shall require. Each Loan Party further agrees that the Administrative Agent may make the Communications

available to the Lenders by posting the Communications on Intralinks, SyndTrak or a substantially similar secure electronic transmission system (the "**Platform**"). The Platform is provided "as is" and "as available". The Administrative Agent does not warrant the accuracy or completeness of the Communications, of the adequacy of the Platform and expressly disclaims liability for errors or omissions in any Communications for which the Administrative Agent has appropriately been instructed to transmit. No warranty of any kind, express, implied, or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights of freedom from viruses or other code defects, is made by the Administrative Agent in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to the Loan Parties, any Lender or any other Person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party's or the Administrative Agent's transmission of communications, through the Internet, except to the extent the liability of such Person is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the Administrative Agent's or any of its Related Parties' bad faith, gross negligence or willful misconduct or a material breach by the Administrative Agent or any of its Related Parties of the Loan Documents.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any Issuing Bank 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, the Issuing Banks 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 this Section 9.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, to the extent permitted by law, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, any Lender or Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified, except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) (with a fully executed copy delivered to the Administrative Agent, if they are not signatory thereto), (ii) in the case of any other Loan Document (other than any such waiver, amendment or modification 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 or (iii) Section 5.14 may be waived or modified with the prior written consent of the Administrative Agent acting in its sole discretion; provided that, notwithstanding the foregoing:

(i) solely with the consent of each Lender directly and adversely affected thereby (but without the necessity of obtaining the consent of the Required Lenders), any such agreement may:

(A) increase any of the Commitments of such Lender; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent,

representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall constitute an increase of any Commitment of such Lender;

(B) reduce or forgive the principal amount of any Loan or any unreimbursed LC Disbursement;

(C) extend the scheduled final maturity of the Loans, unreimbursed LC Disbursement or postpone the date of any scheduled payment of interest, fees or LC Disbursement payable hereunder (in each case, other than extensions for administrative reasons agreed by the Administrative Agent);

(D) reduce the rate of interest (other than to waive any obligations of the Borrowers to pay interest at the default rate of interest under Section 2.12(c)) or the amount of any fees owed to such Lender; it being understood that any change in any ratio used in the calculation of any interest or fees due hereunder (including any component definition thereof) shall not constitute a reduction in any rate of interest or fees hereunder;

(E) extend the expiry date of any of such Lender's Commitments; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of any Commitments shall constitute an extension of any Commitment of any Lender; or

(F) change any of the provisions of this Section 9.02(b);

(G) change the Agreed Currency of any Loan; and

(ii) no such agreement shall:

(A) change the definitions 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 prior written consent of each Lender (in the case of the definition of "Required Lenders");

(B) (x) release all or substantially all of the Collateral from the Lien granted pursuant to the Loan Documents (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Article 8 or Section 10.12 hereof), without the prior written consent of each Lender or (y) contractually subordinate the Obligations hereunder or Liens on all or substantially all of the Collateral for the Obligations to any other Indebtedness or Lien without the consent of all Lenders; or

(C) release all or substantially all of the value of the Guarantees under the Loan Guaranty (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Section 10.12 hereof), without the prior written consent of each Lender; or

(D) amend or modify the provisions of Section 2.17(a) (with respect to pro rata allocation among Lenders), 2.17(b), 2.17(c) or 2.17(d) of this Agreement in a manner that would by its terms alter the pro rata sharing of payments required thereby (except as otherwise provided in this Section 9.02), without the prior written consent of each Lender;

provided, further, that no such agreement shall amend, modify or otherwise affect the rights, protections, immunities or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent. The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.05 and Commitment reductions or terminations pursuant to Section 2.08. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except amendments, waivers and consents requiring the consent of all Lenders or all affected Lenders pursuant to Section 9.02(b)(i)(A) and (B) above which affects such Defaulting Lender disproportionately and adversely relative to other affected Lenders.

Notwithstanding anything to the contrary contained in this Section 9.02 or any other provision of this Agreement or any other Loan Document, (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 Borrower Representative without the input or need to obtain the consent of any other Lenders to (x) comply with Requirements of Law or advice of local counsel, (y) 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, and (ii) if the Administrative Agent and the Borrower Representative have jointly identified any ambiguity, mistake, defect, inconsistency, obvious error or any error or omission of a technical nature or any necessary or desirable technical change, in each case, in any provision of the Loan Documents, then the Administrative Agent and the Borrower Representative shall be permitted to amend such provision.

Section 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Lead Arranger, the Administrative Agent and their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of (w) one firm of outside counsel to the Administrative Agent and its Affiliates, (x) one firm of outside counsel appointed by the Administrative Agent to all other such Persons taken as a whole (y) one local counsel to the Administrative Agent and its Affiliates in the jurisdiction of the Bankruptcy Court and (z) if necessary, one local counsel in any relevant material jurisdiction to such Persons, taken as a whole) in connection with the distribution (including via the Internet or through a service such as Intralinks or SyndTrak) of the Revolving Facility, the preparation, execution, delivery and administration of the Loan Documents and related documentation, including in connection with 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 requested by the Borrowers to be prepared) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Lead Arranger, the Issuing Banks or the Lenders and each of their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of (x) one firm of outside counsel to the Administrative Agent and its Affiliates and (y) solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Persons, taken as a whole, and, if reasonably necessary, one local counsel in any relevant material jurisdiction to all such Persons, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected 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 9.03, or in connection with the Loans made and/or Letters of Credit issued hereunder. Other than to the extent required to be paid on the Closing Date, all amounts due under this Section 9.03(a) shall be payable by the Borrowers within 5 Business Days after receipt of an invoice relating thereto, setting forth such expenses in reasonable detail

and together with backup documentation supporting such reimbursement requests (or as otherwise agreed by the Borrower Representative); provided that, in each case, the payment of such fees and expenses shall be subject to the review and objection procedures set forth in the Financing Order.

(b) The Borrowers shall indemnify the Administrative Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of (x) one counsel to the Administrative Agent and its Related Parties, (y) one counsel to all other Indemnitees taken as a whole and (z) solely in the case of an actual or potential conflict of interest, one additional counsel to all affected Indemnitees, taken as a whole, and, if reasonably necessary, one local counsel in any relevant material jurisdiction to all Indemnitees, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected Indemnitees, 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 or the proposed use of the proceeds of the Loans, (iii) any actual or prospective claim, litigation, investigation or proceeding 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 a third party or by the Borrowers, any other Loan Party or any of their respective Affiliates) or (iv) any actual or alleged presence or Release or threat of Release of Hazardous Materials on, at, to or from any property currently or formerly owned or operated by any Loan Party or any Subsidiary, or any Environmental Liability; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (A) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or of any Affiliate of such Indemnitee or to the extent such judgment finds such losses, claims, damages, liabilities or related expenses to have resulted from such Indemnitee's material breach of the Loan Documents (it being understood that with respect to the Administrative Agent, the foregoing proviso shall not apply to clause (iv) hereof) or (B) 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 or the Lead Arranger, acting in its capacity as the Administrative Agent or as an Arranger, as applicable) that does not involve any act or omission of Holdings, the Company or any of its Subsidiaries. Each Indemnitee shall be obligated to refund or return any and all amounts paid by the Borrowers 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 Section 9.03(b) shall be payable by the Borrowers within five (5) Business 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(b) shall not apply with respect to any Taxes (which shall be governed by Section 2.16), other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

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 Letter of Credit or the use of

the proceeds thereof, except, in the case of a claim by any Indemnitee against a Borrower, 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 as provided under Section 6.07, the Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each Lender and the Administrative Agent (such consent of the Administrative Agent not to be unreasonably withheld or delayed) (and any attempted assignment or transfer by the Borrowers 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 9.05 (any attempted assignment or transfer not complying with the terms of this Section 9.05 shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section 9.05) and, to the extent expressly contemplated hereby, the Related Parties of the Administrative Agent, the Lead Arranger, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more 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) of:

(A) 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 or an Approved Fund, subject to the provisions governing assignments thereto;

(B) any Issuing Bank in the case of the Revolving Credit Commitments or such Lender's obligations in respect of its LC Exposure; and

(C) the Swingline Lender; provided, that no consent of the Swingline Lender shall be required for an assignment to another Lender, an Affiliate of a Lender or an Approved Fund, subject to the provisions governing assignments thereto.

(ii) Assignments shall be subject to the following additional conditions:

(A) 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 $5,000,000 in the case of the Revolving Facility, unless the Administrative Agent otherwise consent;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) 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) in connection with all assignments other than an assignment by a Lender to one or more of its Affiliates; and

(D) 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, (2) any IRS forms required under Section 2.16, and (3) all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section 9.05, from and after the effective recordation 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 of Sections 2.14, 2.15, 2.16 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 Borrower Representative for cancellation, and thereupon the Borrower Representative shall issue and deliver a new Promissory Note(s), 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. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitments assigned (it being understood that assignments of separate Classes shall not be required to be made on a pro rata basis).

(iv) The Administrative Agent, acting solely for this purpose as non-fiduciary agent of the Borrowers, shall maintain at one of its offices 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 interest on the Loans and LC Disbursements owing to, each Lender or Issuing Bank 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 amount of the Borrowers' obligations in respect of such Loans and LC Disbursements. 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 hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and, with respect to itself, any Lender, at any reasonable time and from time to time upon reasonable prior written notice, provided that the information contained in the Register which is shared with each Lender (other than the Administrative Agent and its Affiliates) shall be limited to the entries with respect to such Lender including the Commitment of, or principal amount of and stated interest on the Loans owing to such Lender. The intention of this Section 9.05(b)(iv) is that the Loans be treated as registered for purposes of Section 5f.103-1(c) and proposed Section 1.163-5(b) of

the United States Treasury Regulations and Sections 163(f), 871(h)(2) and 881(c)(2) of the Code, and this Section 9.05(b)(iv) shall be construed accordingly.

(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)(D)(2) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 9.05, if applicable, and any written consent to such assignment required by paragraph (b) of this Section 9.05, 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.

(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 the amount of 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 clause (A) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or 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, together with copies of the most recent financial statements referred to in Section 3.04(a) or delivered pursuant to Section 5.01(a) or (b), as applicable, 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, without the consent of the Borrowers, the Administrative Agent, the Issuing Banks, the Swingline Lender or any other Lender, sell participations to one or more banks or other entities (other than to any natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), the Investors, Holdings, the Borrowers and their Subsidiaries or any of their respective Affiliates) (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(i)(b) that directly and adversely affects the Loans or commitments in which such Participant has an interest and (y) clauses (i)(B)(1), (2) or (3) 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 of Sections 2.14, 2.15 and 2.16 (subject to the limitations and requirements of such Sections (it being understood and agreed that any documentation required to be delivered pursuant to Section 2.16(f) shall be delivered solely to the applicable 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 9.05, provided that such Participant agrees to be subject to Section 2.18 as though it were a Lender. 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 agrees to be subject to Section 2.17(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.14, 2.15 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant.

Each Lender that sells a participation or grants any rights to an SPC shall, acting for this purpose as a non-fiduciary agent of the Borrowers, maintain at one of its offices a copy of a register complying with the requirements of Sections 163(f), 871(h) and 881(c)(2) of the Code and the Treasury Regulations issued thereunder for the recordation of the names and addresses of each Participant and each SPC (other than an SPC that is treated as a disregarded entity of its Granting Lender for U.S. federal income tax purposes) that has exercised its option pursuant to Section 9.05(e) and their respective successors and assigns, and the principal amount of and interest on each such Participant's and SPC's interest in such Lender's rights and/or obligations under this Agreement (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or SPC or any information relating to any Participant's or SPC's interest in any Commitment, Loan or any other obligation under any Loan Document) to any Person except (i) to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) or proposed Section 1.163-5(b) (or any amended or successor version) of the Treasury Regulations and Sections 163(f), 871(h)(2) and 881(c)(2) of the Code, or is otherwise required thereunder or (ii) if compelled by order of the court or other legal process. The entries in the Participant Register shall be conclusive absent manifest error, and each Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation or SPC interest for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(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 (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a 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 SPC to time by the Granting Lender to the Administrative Agent and the Borrower Representative and as recorded in the Participant Register, 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 and (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. The making of a Loan by an SPC hereunder shall utilize the Revolving Credit 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 2.14, 2.15 or 2.16) and no SPC shall be entitled to any greater amount under Section 2.14, 2.15 or 2.16 or any other provision of this Agreement or any other Loan Document that the Granting Lender would have been entitled to receive, (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.

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 and issuance of any Letter of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender 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 Termination Date. The provisions of Sections 2.14, 2.15, 2.16, 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 expiration or termination of the Letters of Credit and the Revolving Credit Commitments, the occurrence of the Termination Date 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 Counterparts; Integration; Effectiveness. 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. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement, the other Loan Documents and the Fee Letters and any separate letter agreements with respect to fees payable to the Administrative Agent or the Lead Arranger constitutes the entire agreement 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 an original executed counterpart of this Agreement.

Section 9.08 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.

Section 9.09 Right of Setoff. If an Event of Default shall have occurred and be continuing, upon the written consent of the Administrative Agent, each Issuing Bank and each Lender and each of its respective 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) at any time held and other obligations at any time owing by the Administrative Agent, such Issuing Bank or such Lender or Affiliate (including by branches and agencies of the Administrative Agent, such Issuing Bank or such Lender, wherever located) to or for the credit or the account of the Borrowers or any Loan Guarantor against any of and all the Secured Obligations held by the Administrative Agent, such Issuing Bank or such Lender or Affiliate, irrespective of whether or not the Administrative Agent, such Issuing Bank or such Lender or Affiliate shall have made any demand under the Loan Documents and although such obligations may be unmatured. Any applicable Lender, Issuing Bank or Affiliate shall promptly notify the Borrower Representative 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, each Issuing Bank, the Administrative Agent and Affiliate under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender, Issuing Bank, Administrative Agent or Affiliate may have.

Section 9.10 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 WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW 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 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, THE ISSUING BANKS AND THE 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 9.11 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 9.12 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 9.13 Confidentiality. The Administrative Agent, each Lender and the Lead Arranger agree to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed, subject to the acknowledgement and acceptance by the recipient thereof that such Confidential Information is being disseminated on a confidential basis (on substantially the terms set forth in this Section 9.13 or as is otherwise reasonably acceptable to the Borrower Representative), (a) to its and its Affiliates' directors (or equivalent managers), officers, members, partners, stockholders, co-investors, investors or prospective investors in a financing, separate account or commingled fund, legal counsel employees, independent auditors, other professionals, experts and advisors, including accountants, legal counsel and other advisors, or other agents that are retained by such Lender solely to assist with administration of the Loans in the ordinary course of business (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' 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 that has 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 permitted by law, inform the Borrower Representative 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, judicial or administrative proceeding, in any such legal, judicial or administrative proceeding or otherwise as required by applicable Requirements of Law, rule or regulation (in which case such Person shall (i) to the extent permitted by law, inform the Borrower Representative 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) 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, (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 Derivative Transaction (including any credit default swap) or similar derivative product relating to the Loan Parties and their obligations, (f) with the prior written consent of the Borrower Representative, (g) for purposes of establishing a "due diligence" defense and (h) to the extent such Confidential Information (X) becomes publicly available other than as a result of a breach of this Section and from a source that is not, to the Administrative Agent or such Lender, as applicable, subject to any confidentiality obligations to any Loan Party or any Affiliate thereof, by such Person, its Affiliates or their respective Representatives or (Y) 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 a Loan Party. For the purposes of this Section, "**Confidential Information**" means all information received relating to the Loan Parties and/or any of their subsidiaries and their respective businesses or the Transactions (including any information obtained by the Administrative Agent, any Issuing Bank, any Lender or any Arranger, or any of their respective Affiliates or Representatives, based on a review of the books and records relating to Holdings and/or any of its subsidiaries and their respective Affiliates from time to time, including prior to the date hereof) other than any such information that is or becomes publicly available to the Administrative Agent, any Arranger, any Issuing Bank or any Lender on a non-confidential basis and from a source that is not, to the Administrative Agent or such Lender, as applicable, subject to any confidentiality obligations to any Loan Party or any Affiliate thereof, prior to disclosure by any Loan Party.

Section 9.14 No Fiduciary Duty. Each of the Administrative Agent, the Lead Arranger, each Issuing Bank and each Lender and their respective Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their 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, 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 Lenders, on the one hand, and each Loan Party, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its 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 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 is acting solely as principal and not as the Administrative Agent or fiduciary of such Loan Party, its respective management, stockholders, creditors or any other Person. 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 owes a fiduciary or similar duty to such Loan Party in connection with such transaction or the process leading thereto.

Section 9.15 Several Obligations; Violation of Law. 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 9.16 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act and/or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act and/or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), it is required to obtain, verify and record information that identifies the Borrowers and each Loan Guarantor, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify the Loan Parties in accordance with the USA PATRIOT Act and/or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada). This notice is given in accordance with the requirements of the USA PATRIOT Act and/or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and is effective as to the Administrative Agent and each Lender. The Borrowers and each Loan Party hereby acknowledges and agrees that the Administrative Agent shall be permitted to share any or all such information provided to the Administrative Agent pursuant to the USA PATRIOT Act and/or the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) with the Lenders.

Section 9.17 Force Majeure. In no event shall the Administrative Agent be responsible or liable for any failure 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, 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; it being understood that the Administrative Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

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 and Issuing Bank as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent, the Issuing Banks and the Lenders, in assets which, in accordance with Article 9 of the UCC, the equivalent provisions of the PPSA or any other applicable law can be perfected only by possession. Should any Lender or Issuing Bank (other than the Administrative Agent) obtain possession of any such Collateral, such Lender or Issuing Bank 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 or Letter of Credit, together with all fees, charges and other amounts which are treated as interest on such Loan or Letter of Credit under applicable law (collectively, "**Loan Charges**"), shall exceed the maximum lawful rate or would result in the receipt of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)) (collectively, the

"**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender or Issuing Bank holding such Loan or Letter of Credit in accordance with applicable law, the rate of interest payable in respect of such Loan or Letter of Credit hereunder, together with all Loan Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Loan Charges that would have been payable in respect of such Loan or Letter of Credit but were not payable as a result of the operation of this Section shall be cumulated and the interest and Loan Charges payable to such Lender in respect of other Loans or Letters of Credit or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender or Issuing Bank.

Section 9.21 Erroneous Payments.

(a) Each Lender hereby agrees that (i) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates, in each case in connection with the Loan Documents, were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Lender (whether or not known to such Lender) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Lender shall promptly, but in no event later than five (5) Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect and (ii) to the extent permitted by applicable law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including, without limitation, waiver of any defense based on "discharge for value" or any similar theory or doctrine. A notice of the Administrative Agent to any Lender under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender hereby further agrees that if it receives a payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent, (y) that was not preceded or accompanied by notice of payment, or (z) that such Lender otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each case, if an error has been made each such Lender is deemed to have knowledge of such error at the time of receipt of such Erroneous Payment, and to the extent permitted by applicable law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including without limitation waiver of any defense based on "discharge for value" or any similar theory or doctrine. Each Lender agrees that, in each such case, it shall promptly (and, in all events, within one Business Day of its knowledge (or deemed knowledge) of such error) notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in all events no later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent in same day funds at the greater of

the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent or its Affiliates from or on behalf of the Borrowers or any other Loan Party or from the proceeds of Collateral.

(d) In addition to any rights and remedies of the Administrative Agent provided by law, Administrative Agent shall have the right, without prior notice to any Lender, any such notice being expressly waived by such Lender to the extent permitted by applicable law, with respect to any Erroneous Payment for which a demand has been made in accordance with this Section 9.21 and which has not been returned to the Administrative Agent, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by Administrative Agent or any of its Affiliate, branch or agency thereof to or for the credit or the account of such Lender. Administrative Agent agrees promptly to notify the Lender after any such setoff and application made by Administrative Agent; provided that the failure to give such notice shall not affect the validity of such setoff and application.

(e) Each party's obligations under this Section 9.21 shall survive the resignation or replacement of the Administrative Agent, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, no Loan Party nor any of their respective Affiliates shall have any additional obligations or liabilities directly or indirectly arising out of this Section 9.21 in respect of any Erroneous Payment (including the repayment or recovery of any amounts) and, for the avoidance of doubt, it is understood and agreed that if a Loan Party has paid principal, interest, fees or any other amounts owed pursuant to a Loan Document, nothing in this Section 9.21 shall require any such Loan Party to pay additional amounts that are duplicative of such previously paid amounts.

Section 9.22 Conflicts. Notwithstanding anything to the contrary contained herein, in any other Loan Document, in the event of any conflict or inconsistency between this Agreement and any other Loan Document, the terms of this Agreement shall govern and control.

Section 9.23 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 9.24 Term Loan Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted under the Collateral Documents to the Administrative Agent in any Collateral and the exercise of any right or remedy by the Administrative Agent with respect to any Collateral thereunder are subject to the provisions of the Term Loan Intercreditor Agreement. In the event of any conflict between the terms of the Term Loan Intercreditor Agreement and this Agreement with respect to such matters, the terms of the Term Loan Intercreditor Agreement shall govern and control.

Section 9.25 Borrower Representative. Each Borrower hereby irrevocably appoints Bamboo Purchaser, Inc. as the borrowing agent and attorney-in-fact for all Borrowers (the "**Borrower Representative**") which appointment shall remain in full force and effect unless and until the Administrative Agent shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been appointed Borrower Representative. Each Borrower hereby irrevocably appoints and authorizes the Borrower Representative (a) to provide the Administrative Agent with all notices with respect to Loans and Letters of Credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other Loan Documents (and any notice or instruction provided by the Borrower Representative shall be deemed to be given by Borrowers hereunder and shall bind each Borrower), (b) to receive notices and instructions from the Administrative Agent, the Issuing Banks and the Lenders (and any notice or instruction provided by the Administrative Agent, any Issuing Bank and any Lender to the Borrower Representative in accordance with the terms hereof shall be deemed to have been given to each Borrower), and (c) to take such action as the Borrower Representative deems appropriate on its behalf to obtain Loans and Letters of Credit and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loans, the Letters of Credit and Collateral in a combined fashion, as more fully set forth herein, is done solely as an accommodation to Borrowers in order to utilize the collective borrowing powers of Borrowers in the most efficient and economical manner and at their request, and that the Administrative Agent, the Issuing Banks and the Lenders shall not incur liability to any Borrower as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Loans, the Letters of Credit and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce the Administrative Agent, the Issuing Banks and the Lenders to do so, and in consideration thereof, each Borrower hereby jointly and severally agrees to indemnify each Lender and hold each Lender harmless against any and all liability, expense, loss or claim of damage or injury, made against the Administrative Agent, the Issuing Banks and the Lenders by any Borrower or by any third party whosoever, arising from or incurred by reason of (i) the handling of the Collateral of Borrowers as herein provided, or (ii) the Administrative Agent, the Issuing Banks and the Lenders relying on any instructions of the Borrower Representative, except that Borrowers will have no liability to the relevant person under this Section 9.25 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such person, as the case may be.

Section 9.26 Banking Services. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, in connection with any distribution of payments or proceeds of Collateral, the Administrative Agent shall be entitled to assume no amounts are due or owing to any provider of Banking Services unless such provider of Banking Services has provided a written certification (setting forth a reasonably detailed calculation) to Administrative Agent as to the amounts that are due and owing to it and such written certification is received by the Administrative Agent a reasonable period of time prior to the making of such distribution. The Administrative Agent shall have no obligation to calculate the amount due and payable with respect to any Banking Services, but may rely upon the written certification of the amount due and payable from the applicable provider of Banking Services. In the absence of an updated certification, Administrative Agent shall be entitled to assume that the amount due and payable to the applicable provider of Banking Services is the amount last certified to the Administrative Agent by such provider of Banking Services as being due and payable (less any distributions made to such provider of Banking Services on account thereof).

Section 9.27 Judgment Currency.

(a) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due to the Administrative Agent, the Issuing Bank or any Lender (herein a "**Recipient**") in any currency (the "**Original Judgment Currency**") into another currency (the "**Other Currency**"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, such Recipient could purchase the Original Currency with the Other Currency on the Business Day preceding the day on which final judgment is given or, if permitted by applicable law, on the day on which the judgment is paid or satisfied.

(b) The obligations of the Loan Parties in respect of any sum due in the Original Currency from it to any Recipient under any of the Loan Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Recipient of any sum adjudged to be so due in the Other Currency, the Recipient may, in accordance with normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Recipient in the Original Currency, the Loan Parties agree, as a separate obligation and notwithstanding the judgment, to indemnify the Recipient, against any loss, and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Recipient in the Original Currency, the Recipient shall remit such excess to the Loan Parties.

## 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 ratable benefit of the Secured Parties the full and prompt payment upon the failure of the Borrowers to do so, 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 Guaranteed Obligations 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 Secured Parties whether or not

due or payable by the Borrowers upon the occurrence of any Event of Default, and in such event, irrevocably and unconditionally promises to pay such indebtedness to the Secured Parties, on demand, in the applicable Agreed Currency.

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 Guaranty in respect of Hedging Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.01 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.01, or otherwise under this Loan Guaranty, 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 10.01 shall remain in full force and effect until the termination of this Loan Guaranty in accordance with Section 10.12 hereof. Each Qualified ECP Guarantor intends that this Section 10.01 constitute, and this Section 10.01 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

Section 10.02 Guaranty of Payment. This Loan Guaranty 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 the Borrowers, 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 Guaranty upon the occurrence and during the continuance of an Event of Default.

Section 10.03 No Discharge or Diminishment of Loan Guaranty.

(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 10.12), 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 the Borrowers or any other Guarantor of or 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 the Borrowers 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 the Borrowers pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding under any Debtor Relief Law, and each Loan Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(b) Except for termination of a Loan Guarantor's obligations hereunder or as expressly permitted by Section 10.12, 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 of or 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 10.12).

Section 10.04 Defenses Waived. To the fullest extent permitted by applicable law, and except for termination of a Loan Guarantor's obligations hereunder or as expressly permitted by Section 10.12, each Loan Guarantor hereby waives any defense based on or arising out of any defense of the Borrowers or any other Loan Guarantor or arising out of the disability of any Borrower 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 the Borrowers 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 Guaranty, 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 Loan 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 Guaranty except as otherwise provided in Section 10.12. 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 10.12), 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 Guaranty 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 its 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 Guaranty.

Section 10.06 Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including a claim of subrogation, contribution or indemnification that it has against any Loan Party in respect of this Loan Guaranty 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 Guaranty 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 Guaranty, and agrees that none of the

Administrative Agent, any Lender or any other Secured Party shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

Section 10.09 Maximum Liability. It is the desire and intent of the Loan Guarantors and the Secured Parties that this Loan Guaranty 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 Guaranty are severable, and in any action or proceeding involving any state, federal or provincial 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 Guaranty 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 Guaranty, then, notwithstanding any other provision of this Loan Guaranty 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 Guaranty 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 10.10 Contribution. In the event any Loan Guarantor (a "**Paying Guarantor**") shall make any payment or payments under this Loan Guaranty or shall suffer any loss as a result of any realization upon any Collateral granted by it to secure its obligations under this Loan Guaranty, 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 date hereof (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 date hereof (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 Guaranty 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 10.11 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 10.12 Release of Loan Guarantors. Notwithstanding anything in Section 9.02(b) to the contrary, a Subsidiary Guarantor (other than any Borrower) shall automatically be released from its obligations hereunder and its Loan Guaranty shall be automatically released (a) upon the consummation of any sale of any equity interests of such Subsidiary Guarantor to a Person that is not an Affiliate of the Borrowers pursuant to a transaction or related series of transactions permitted hereunder if as a result thereof such Subsidiary Guarantor shall cease to be a Subsidiary (or becomes an Excluded Subsidiary) or (b) 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 10.12 shall be without recourse to or warranty by the Administrative Agent (other than as to the Administrative Agent's authority to execute and deliver such documents).

[*Signature Pages Follow*]

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

**BFG PURCHASER PARENT, INC.**,
as Holdings

By: _____
Name:
Title:

**BAMBOO PURCHASER, INC.**,
as the Company

By: _____
Name:
Title:

**BFG SUPPLY HOLDINGS, INC.**,
as a Guarantor

By: _____
Name:
Title:

**BFG HOLDINGS I, INC.**,
as a Guarantor

By: _____
Name:
Title:

**BFG SUPPLY CO., LLC.**,
as a Guarantor

By: _____
Name:
Title:

**BFG SUPPLY CANADA HOLDINGS, INC.**,
as a Guarantor

By: _____
Name:
Title:

**L&L NURSERY SUPPLY, INC.**,
as a Guarantor

By: _____
Name:
Title:

**BFG LOGISTICS, LLC**,
as a Guarantor

By: _____
Name:
Title:

**BFG KALAMAZOO, LLC.**,
as a Guarantor

By: _____
Name:
Title:

**GARD'N-WISE DISTRIBUTORS, INC.**,
as a Guarantor

By: _____
Name:
Title:

**INTERNATIONAL GREENHOUSE CONTRACTORS,** as a Guarantor

By: _____
Name:
Title:

**GREENHOUSE SOLUTIONS, LLC,** as a Guarantor

By: _____
Name:
Title:

**GREENHOUSE CONTRACTING SERVICES, LLC,** as a Guarantor

By: _____
Name:
Title:

**GREEN-TEK, LLC,** as a Guarantor

By: _____
Name:
Title:

**GROSOUTH, INC.,** as a Guarantor

By: _____
Name:
Title:

**BFG VG SUPPLY ACQUISITION, LLC,** as a Guarantor

By: _____
Name:
Title:

**DE CLOET GREENHOUSE MFG. LTD.**, as a Borrower

By: _____
Name:
Title:

**ACF FINCO I LP**,
as Administrative Agent, Swingline Lender, Lead Arranger and a Lender

By: _____
Name:
Title:

**SUMITOMO MITSUI BANKING CORPORATION**,
as a Lender

By: _____
Name:
Title:

**Exhibit 3**

**Approved Budget**

**BFG Supply**
**Weekly Cash Flow Forecast**
**($000s)**

| *Week #* | W-1 | W-2 | W-3 | W-4 | 4-Week |
|---|---|---|---|---|---|
| *Week ending, Friday:* | 21-Aug | 28-Aug | 4-Sep | 11-Sep | Total |
| **Receipts** | | | | | |
| BFG collections | 800 | 1,004 | 1,840 | 2,741 | 6,386 |
| Subsidiary collections | 321 | 531 | 298 | 448 | 1,599 |
| **Total Receipts** | **1,122** | **1,535** | **2,138** | **3,190** | **7,985** |
| **Disbursements** | | | | | |
| Employee compensation and benefits | 131 | 1,557 | 161 | 1,722 | 3,572 |
| Rent, warehouse, and utilities | 842 | 552 | 1,537 | 105 | 3,036 |
| Insurance | - | - | - | - | - |
| Taxes | 224 | - | - | - | 224 |
| Technology and communications | 37 | - | 11 | 50 | 98 |
| Freight and transportation | 926 | 675 | 541 | 348 | 2,491 |
| Repair and maintenance | 186 | 103 | 9 | 46 | 344 |
| Other | 465 | 127 | 21 | 32 | 645 |
| Subsidiary payments | 280 | 230 | 445 | 74 | 1,029 |
| Liquidator fees and expenses | 190 | 210 | 218 | 388 | 1,006 |
| **Total Disbursements** | **3,281** | **3,454** | **2,943** | **2,765** | **12,444** |
| **Net Operating Cash Flow** | **(2,159)** | **(1,919)** | **(805)** | **424** | **(4,459)** |
| **Non-operating disbursements** | | | | | |
| Board fees | - | - | 35 | - | 35 |
| DIP interest and fees | 1,494 | - | 540 | - | 2,034 |
| Professional fees | 698 | 658 | 656 | 606 | 2,618 |
| Contingency | 250 | 250 | 200 | 150 | 850 |
| **Total Non-op. Disbursements** | **2,442** | **908** | **1,431** | **756** | **5,537** |
| **Net Cash Flow** | **(4,601)** | **(2,828)** | **(2,236)** | **(331)** | **(9,996)** |
| **Beginning Cash** | **1,957** | **-** | **-** | **-** | **1,957** |
| Net Cash Flow | (4,601) | (2,828) | (2,236) | (331) | (9,996) |
| Revolver Draws/Repayment | 2,645 | 2,828 | 2,236 | 331 | 8,039 |
| **Ending Cash** | **-** | **-** | **-** | **-** | **-** |
| **Revolver Beginning Balance** | **43,080** | **41,958** | **40,423** | **38,285** | **43,080** |
| Repayments | (1,122) | (1,535) | (2,138) | (3,190) | (7,985) |
| **Revolver Ending Balance** | **41,958** | **40,423** | **38,285** | **35,095** | **35,095** |
| **DIP Beginning Balance** | **-** | **3,766** | **8,129** | **12,503** | **-** |
| Draws | 3,766 | 4,362 | 4,374 | 3,521 | 16,024 |
| Repayments | - | - | - | - | - |
| **DIP Ending Balance** | **3,766** | **8,129** | **12,503** | **16,024** | **16,024** |
| **Total Ending Revolver & DIP Balance** | **45,724** | **48,552** | **50,788** | **51,119** | **51,119** |

# Exhibit 4

## Chapter 11 Case Milestones

Each of the following DIP Milestones and Sale Milestones (each, a "***Chapter 11 Case Milestone***" and collectively, the "***Chapter 11 Case Milestones***"):

(a) The Debtors shall achieve each of the following milestones (the "***DIP Milestones***"), in each case on terms and conditions, and subject to documentation (including, in all cases, forms of all applicable orders of the Court) in form and substance, acceptable to the DIP Agent in all respects:

(i) On the Petition Date (*i.e.*, August 18, 2026), the Debtors shall file a motion with the Court seeking approval of the DIP Facility.

(ii) On or before August 20, 2026 (*i.e.*, 2 Business Days after Petition Date), the Court shall have entered the Interim Order authorizing the DIP Facility on an interim basis.

(iii) On or before September 22, 2026 (*i.e.*, 35 days after Petition Date), the Court shall have entered the Final Order authorizing the DIP Facility on a final basis.

(b) The Debtors shall achieve each of the following milestones (the "***Sale Milestones***"), in each case on terms and conditions, and subject to documentation (including, in all cases, forms of all applicable orders of the Court) in form and substance, acceptable to the DIP Agent in all respects:

(i) On the Petition Date (*i.e.*, August 18, 2026), the Debtors shall file (i) a motion with the Court seeking, among other things, approval of bidding procedures governing the sale of all or substantially all of the Debtors' assets (the "***Bidding Procedures***" and such sale, the "***Sale***"), and (ii) a motion with the Court seeking, among other things, the Court's authorization of the Debtors' assumption of the Specified Sales Agreement (as defined in the DIP Credit Agreement).

(ii) On or before August 20, 2026 (*i.e.*, 2 Business Days after Petition Date), the Court shall have entered an order authorizing the Debtors' assumption of the Specified Sales Agreement on an interim basis.

(iii) On or before September 17, 2026 (*i.e.*, 21 Business Days after Petition Date), the Court shall have entered an order (i) approving the Bidding Procedures (the "***Bidding Procedures Order***"), and (ii) authorizing the Debtors' assumption of the Specified Sales Agreement on a final basis.

(iv) On or before October 15, 2026 (*i.e.*, 58 days after the Petition Date), the Court shall have entered one or more orders approving the Sale (each, a "***Sale Order***").

(v) On or before October 22, 2026 (*i.e.*, 65 days after the Petition Date), the Debtors shall have consummated the Sale(s) approved pursuant to the Sale Order.

The Debtors shall provide the DIP Agent (and any Agent Advisor (as defined in the DIP Credit Agreement)) with any information or materials reasonably requested by such Person in connection with the Debtors' progress on achieving any Chapter 11 Case Milestones.

The DIP Agent may in its sole and absolute discretion extend any of the Chapter 11 Case Milestones for a period of not more than ten (10) days or for such longer period with the consent of the Required Lenders.

**Schedule “C”**
**Interim Liquidation Procedures Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | |
|---|---|
| In re:<br><br>BFG Supply Co., LLC, *et al.*,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 26-11284 (CTG)<br><br>(Jointly Administered)<br><br>**Related Docket Nos. 11, 46** |

**INTERIM ORDER (A) AUTHORIZING THE DEBTORS TO ASSUME THE CONSULTING AGREEMENT; (B) AUTHORIZING AND APPROVING THE SALES OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; AND (C) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Interim and Final Orders (A) Authorizing the Debtors to Assume the Consulting Agreement; (B) Authorizing and Approving the Sales of Assets Free and Clear of All Liens, Claims, and Encumbrances; and (C) Granting Related Relief* (the "Motion")[2] filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") and pursuant to sections 105(a), 363, 365, and 554 of the Bankruptcy Code and Bankruptcy Rules 6003, 6004, and 6007; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b), and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this District is proper pursuant to 28

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

[2] All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that due and sufficient notice of the Motion has been given under the particular circumstances and that no other or further notice of the Motion need be given; and upon consideration of the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

**FOUND, CONCLUDED, AND DETERMINED THAT:**[3]

A. The Debtors have advanced sound business reasons for commencement of the Sales and the assumption of the Consulting Agreement on an interim basis as set forth in the Motion and at the hearing, and the Debtors' operation under the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and is in the best interest of the Debtors and their estates.

B. The Consulting Agreement was negotiated, proposed, and entered into without collusion, in good faith, and from arm's length bargaining positions.

C. The Sales of Assets in accordance with the terms of this Interim Order and with the assistance of the Consultant will provide efficient means for the Debtors to orderly and efficiently liquidate and dispose of the Assets in an orderly and efficient manner and are in the best interest of the Debtors' estates.

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

D. The Debtors and the Consultant may sell the Assets free and clear of all liens, claims, encumbrances, or other interests (the "Encumbrances") as provided for herein because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. The DIP Agent and applicable Prepetition Agent (i) hold the DIP Liens and Prepetition Liens (as defined in the DIP Order) for the benefit of the DIP Lenders and the applicable Prepetition Secured Creditors, respectively, on the property to be sold and such liens shall attach to the proceeds of all Sales of Assets, net of the Consultant Payment Obligations, in the priorities set forth in the DIP Order, including the Lien Priority Annex set forth therein (and any applicable Order granted in the recognition proceeding pending before the Ontario Superior Court of Justice (Commercial List) (the "Recognition Proceedings")), and (ii) have consented to the relief requested in the Motion in accordance with the terms set forth herein. The Debtors are authorized on an interim basis to apply or reserve the proceeds of the Assets, net of the Consultant Payment Obligations, in accordance with the DIP Order and to pay the Consultant Payment Obligations in a timely manner in accordance with the Consulting Agreement and this Order. Those holders of any such Encumbrances who did object fall within one or more of the other subsections of section 363(f) and are adequately protected, because all Encumbrances will, subject to the terms of the DIP Order, attach to the proceeds of the sale of the applicable Assets, net of the Consultant Payment Obligations, with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had with respect to such Assets immediately prior to such sale, and subject to the same rights, claims, defenses, and objections, if any, of all parties with respect thereto (including the Consultant).

E. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates, and the Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

F. The entry of this Interim Order is in the best interest of the Debtors and their estates, creditors, and all other parties in interest herein.

**BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED THAT:**

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

2. The final hearing on the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Any objections or responses to entry of the Final Order shall be filed with the Court, and served so as to be received by the following parties, by no later than **4:00 p.m., prevailing Eastern Time, on September 9, 2026 (the "Objection Deadline")**: (a) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), and Sarah A. Carnes (scarnes@coleschotz.com); (b) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (c) co-counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com), and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire (mcguire@lrclaw.com); (d) the United

States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); and (d) counsel to any statutory committee appointed in the Chapter 11 Cases.

3. The Debtors and the Consultant are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Interim Order and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant reasonably necessary to implement the Consulting Agreement and/or the Sales prior to the date of this Interim Order, are hereby approved and ratified to the extent not inconsistent with this Interim Order.

4. The failure to specifically include any particular provision of the Consulting Agreement in this Interim Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Consulting Agreement and all of its provisions, payments, and transactions, be and hereby are authorized and approved as and to the extent provided for in this Interim Order. To the extent that there is any conflict between this Interim Order, the Consulting Agreement, or any other agreement governing the Sales, the terms of this Interim Order shall control over all other documents, and shall control over the Consulting Agreement.

**A. The Assumption of the Consulting Agreement by the Debtors**

5. The Debtors are authorized to act and perform in accordance with the terms of the Consulting Agreement, a copy of which is attached to the Motion as **Exhibit C**, including making payments required by the Consulting Agreement to the Consultant (including, without limitation, the Advisory Fee, Inventory Fee, Fixed Asset Commission, Receivables Fee), reimbursement of the Consultant Expenses, and, subject to the provisions contained herein, payment of indemnification amounts, in each case, as provided for in the Consulting Agreement without the need for any application of the Consultant or a further order of this Court (and all such payments

of fees and reimbursement of expenses (collectively, the "Consultant Payment Obligations") shall be free and clear of any and all Encumbrances).

6. Consultant may, without further order of the Court, withhold the Consultant Payment Obligations from the Gross Proceeds generated from the Sales in accordance with the terms of the Consulting Agreement and any expense budget approved in connection therewith, without the need for any application of the Consultant, or a further order of the Court, and without adherence to any weekly, monthly, or aggregate limitation in any interim or final order approving the postpetition financing (the "DIP Orders"), other order, or any budget approved in connection with a DIP Order (each a "DIP Budget"), cash collateral or other budget entered in connection with the Debtors' chapter 11 case (collectively, an "Approved Budget"), provided, however, that payment of the Consultant Payment Obligations shall be (a) deemed to be in compliance with any Approved Budget and the applicable provisions of the DIP Orders; and (b) included in each Approved Budget. To the extent there is any conflict or inconsistency between this Interim Order and the DIP Orders, the Consultant's rights under this Interim Order regarding the payment of Consultant Payment Obligations shall be governed by this Order.

7. If Consultant Payment Obligations are not timely paid as contemplated by the Consulting Agreement and this Interim Order (for any reason) (the "Unpaid Consultant Payment Obligations"), after five (5) business days' notice and opportunity to cure, the Consultant can, at its election, suspend the provision of services until the Debtors have paid all outstanding Unpaid Consultant Payment Obligations and replenished any portion of the Prepayment that has been exhausted by the Consultant, or terminate the Consulting Agreement and in either case have no further obligation to perform services under the Consulting Agreement during such suspension period or after such termination, as applicable, and the Consultant shall have no liability for any

claims arising from such suspension or termination of services are hereby released and the Consultant shall be indemnified for any damages caused by the suspension or termination of services; provided that the Consultant may not recover the amount of any such claim (other than Unpaid Consultant Payment Obligations) from any advances or any other amounts on deposit in the advance funding account, whether by setoff, lien, attachment or otherwise without the prior written consent of the DIP Agent. In addition, the Consultant will have the right to file a motion to compel payment of any Unpaid Consultant Payment Obligations on expedited one-day notice with an expedited hearing, subject to Court availability (provided however, that with respect to the assets of De Cloet Mfg. Ltd. such motion shall be subject to the terms of the Orders granted in the Recognition Proceedings).

8. The Debtors, with the assistance of the Consultant, shall maintain accurate records of all Term Loan Priority Collateral[4] proceeds realized during the Sale Term, including records sufficient to identify (i) the specific items of Term Loan Priority Collateral sold or otherwise subject to disposition, (ii) the identity of the purchaser and the date of each such sale or disposition, and (iii) the gross proceeds attributable to each such sale or disposition. The Debtors, with the assistance of the Consultant, shall maintain such records in a form that permits the segregation and identification of Term Loan Priority Collateral proceeds from proceeds attributable to other Assets.

9. Commencing on the fourteenth (14th) day following the date of entry of this Interim Order and continuing every two (2) weeks thereafter through the Sale Termination Date (and, if the Receivables Services extend beyond the Sale Termination Date, every two (2) weeks through the conclusion of such services with respect to any Receivables constituting Term Loan Priority

[4] "Term Loan Priority Collateral" shall have the meaning ascribed to it in the Intercreditor Agreement (as defined in the DIP Order).

Collateral), the Debtors shall deliver to counsel to the DIP Agent and Prepetition Agent, and counsel to the Prepetition Term Loan Secured Parties a written report setting forth: (i) a summary of all Term Loan Priority Collateral sold or otherwise disposed of during the applicable reporting period; (ii) the aggregate gross proceeds realized from such sales or dispositions during the applicable reporting period; and (iii) the cumulative gross proceeds realized from the sale or disposition of Term Loan Priority Collateral from the Start Date through the end of the applicable reporting period.

10. All parties' rights are reserved to challenge, contest, or otherwise object to (i) the characterization or classification of any collateral or proceeds thereof as Term Loan Priority Collateral, ABL Priority Collateral (as defined in the Intercreditor Agreement), or otherwise, and (ii) the allocation of any Consultant Payment Obligations to any such collateral.

**B. Authority to Engage in the Sales**

11. The Debtors are authorized, on an interim basis pending the entry of the Final Order, pursuant to section 105(a) and section 363(b)(1) of the Bankruptcy Code, to immediately continue conducting the Sales in accordance with this Interim Order (as may be modified by a Side Letter (defined below)) and the Consulting Agreement. Subject to the terms and provisions set forth in this Interim Order, the Debtors and the Consultant are authorized to take any and all actions, from and after the Petition Date, as may be necessary or desirable to implement the Consulting Agreement, the Sales, and each of the transactions contemplated by the Consulting Agreement.

12. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising out of the Consultant's fraud, willful misconduct, or gross negligence.

13. All entities that are presently in possession of some or all of the Assets in which the Debtors hold an interest that are or may be subject to the Consulting Agreement or this Interim Order hereby are directed to surrender possession of such Assets to the Debtors.

14. Except as provided herein, neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any governmental unit (as defined in section 101(27) of the Bankruptcy Code) (a "Governmental Unit"), to conduct the Sales or to take any related actions authorized herein. Subject to the terms of this Interim Order, each Governmental Unit with regulatory authority over the Sales shall consider this Interim Order as binding authority that no further approval, license, or permit of any governmental unit shall be required, nor shall the Debtors be required to post any bond, to conduct the Sales.

**C. Conducting the Sales**

15. All newspapers and other advertising media in which the Sales may be advertised and all parties are directed to accept this Interim Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Assets in the manner contemplated by and in accordance with this Interim Order and the Consulting Agreement.

16. The Debtors and the Consultant are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to take such actions as may be necessary and appropriate to implement the Consulting Agreement and, notwithstanding any applicable non-bankruptcy laws, to conduct the Sales without the need for a further order of this Court as provided in this Interim Order and the Consulting Agreement.

17. Except as expressly provided in the Consulting Agreement or this Interim Order, the sale of the Assets shall be conducted by the Debtors and the Consultant notwithstanding any

restrictive provision of any lease, license, restrictive covenant, reciprocal easement agreement, occupancy agreement or other agreement related to the Debtors' Assets, including but not limited to any wholesale, supply, exclusive, non-exclusive, or other distribution or vendor agreements, affecting or purporting to restrict the conduct of the Sales, including with respect to advertising and promotion of the Sales and any auctions conducted in connection with the sale of Assets, the necessity of obtaining any third party consents, or the abandonment of assets, and such provisions shall not be enforceable in conjunction with the Sale of Assets. Breach of any such provisions in these Chapter 11 Cases in conjunction with the Sales shall not constitute a default under a lease or other agreement or provide a basis to terminate such lease or other agreement; *provided* that the Sales are conducted in accordance with the terms of this Interim Order.

18. The Consultant and the Debtors are authorized to enter into agreements ("Side Letters") with applicable landlords, licensors, service providers, utilities, other creditors, and other contract counterparties (each such party, a "Side Letter Counterparty") modifying the Consulting Agreement without further order of this Court, and such Side Letters shall be binding as among the Consultant and any such Side Letter Counterparty; provided, however, that the terms of the Consulting Agreement may not be modified in a material way without the consent of the DIP Agent (or, if the modification materially affects the Prepetition Term Loan Secured Parties or the Term Loan Priority Collateral, of the Prepetition Term Loan Agent), which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of any conflict between this Interim Order and any Side Letter, the terms of such Side Letter shall control. To the extent the Debtors, the Consultant, the DIP Agent, and the Prepetition Term Loan Agent are unable to resolve any dispute regarding a modification to the Consulting Agreement, any party may request a hearing with this Court. Notwithstanding the foregoing, in no event shall any Side Letter or other

agreement alter, amend, or otherwise modify the Consultant Payment Obligations or other amounts payable from any collateral or proceeds thereof without further Court order.

19. Notwithstanding anything herein to the contrary, if any dispute arises during the course of the Sales regarding laws regulating the conduct of such sales, and the Debtors and the Consultant are unable to resolve the matter with the disputing party consensually, any party may request a hearing with this Court pursuant to these provisions. Until such a hearing, no party shall interfere with the Sales' conduct in accordance with this Interim Order.

20. Except as provided in this Interim Order, to the extent provided in section 365(e) of the Bankruptcy Code, no person or entity, including, but not limited to, any landlord, licensor, property owner, property manager, service provider, utility provider, seller or supplier of Assets to the Debtors, vendor or creditor or equity holder of the Debtors or other stakeholder, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder the Sales, the sale of the Assets, or the advertising and promotion of the Sales (where applicable), and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service provider, utility, seller or supplier of Assets to the Debtors, vendor, and creditor, as well as all those acting for or on behalf of such parties, are prohibited from (a) interfering in any way with, obstructing, or otherwise impeding the conduct of the Sales, including, but not limited to, by purporting to terminate any supply or distribution agreement with the Debtors by virtue of the Debtors' bankruptcy or pre-petition non-payment under such agreements; or (b) instituting any action or proceeding in any court (other than this Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or any landlords at the Facilities, that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect

the conduct of the Sales or seek to recover damages for breach(es) of covenants or provisions in any license or contract based upon any relief authorized herein.

21. In accordance with and subject to the terms and conditions of the Consulting Agreement, the Consultant shall have the right to use the Debtors' sales channels, the Facilities and other assets of the Debtors for the purpose of conducting the Sales free of any interference from any entity or person, subject to compliance with this Interim Order.

22. All sales of all Assets shall be "as is" and final, and all advertisements and sale receipts, where applicable, shall reflect that such sales are "as is" and final.

23. The Consultant shall not be liable for sales taxes and the Debtors remain responsible for the payment of any and all sales taxes. The Debtors are directed to remit all taxes accruing from the Sales to the applicable Governmental Units as and when due, provided that in the case of a bona fide dispute, the Debtors may pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors, if any, shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected.

24. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell all Assets pursuant to the Consulting Agreement and in accordance with the terms of this Interim Order and the DIP Orders. All sales of Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all Encumbrances; *provided, however*, that any Encumbrances shall, subject to the terms of the DIP Orders, attach to the proceeds of the sale of applicable Assets net of the Consultant Payment Obligations, with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had with

respect to such Assets immediately prior to such sale and subject to the same rights, claims, defenses, and objections, if any, of all parties with respect thereto.

25. The Debtors and the Consultant, in consultation with the DIP Agent, are empowered to transfer Assets among, and into the Facilities. The Debtors and the Consultant are authorized to sell the Debtors' Assets as provided for and in accordance with the terms of the Consulting Agreement and this Interim Order; *provided that*, notwithstanding anything to the contrary herein, the Debtors shall not abandon, or permit to be deemed abandoned, any Assets constituting DIP Collateral, Term Loan Priority Collateral or Prepetition Collateral (each as defined in the DIP Orders) without the prior written consent of the DIP Agent or Prepetition Term Loan Agent, as applicable (which consent may be provided by email from counsel to the DIP Agent or Prepetition Term Loan Agent), and any purported abandonment without such consent shall be void and of no force or effect. Any abandoned Inventory and/or Fixed Assets left in the Facilities after the later of the date the lease is rejected or the date the Debtors vacate the premises shall be deemed abandoned. The automatic stay is modified to the extent necessary to allow such dispositions. Notwithstanding any other provision of this Interim Order, (a) the Debtors may not abandon any personal property that the Debtors know is not property of the Debtors and (b) the Debtors are not authorized to abandon any hazardous materials as defined under applicable law from any leased premises. Consultant shall not be responsible for the removal or disposition of any hazardous materials or substances. To the extent the Debtors seek to abandon personal property that contains any "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees or any other individual (the "Confidential Information"), the Debtors shall remove or wipe the Confidential Information from such personal property before abandonment.

26. The Debtors shall remove or cause to be removed any Confidential Information in any of the Debtors' hardware, software, computers or similar equipment which are to be sold or abandoned so as to render the Confidential Information unreadable or undecipherable. At the conclusion of the Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer Confidential Information and that the Consultant has used commercially reasonable efforts to shred, erase, or otherwise modify or render any records containing Confidential Information to be unreadable or undecipherable.

27. The Consultant is authorized to perform the Receivables Services and the Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to collect, compromise, adjust, and settle any and all accounts receivable of the Debtors (the "Receivables"), in each case in accordance with the terms of the Consulting Agreement and this Interim Order, without the need for any further notice, hearing, motion pursuant to Bankruptcy Rule 9019, or order of this Court. In furtherance of the foregoing, the Debtors and the Consultant are authorized to negotiate the terms of, and enter into, settlements, compromises, or other resolutions with any customer or other obligor with an open account balance in order to resolve and settle payment of any Receivable; *provided that* the Debtors and the Consultant shall consult with the DIP Agent in advance of the collection, compromise, adjustment, settlement, or release of any Receivable in excess of $250,000 (and with the Prepetition Term Loan Agent with respect to any Receivable that constitutes Term Loan Priority Collateral), and shall not compromise, settle, adjust, or release any Receivable other than in accordance with the DIP Orders and the Approved Budget. In connection with the settlement of any Receivable, the Debtors are authorized to release claims and causes of action related to such Receivable and its obligor. Encumbrances on any Receivable, to the extent valid, perfected, and enforceable, shall attach to the proceeds thereof, net of the Consultant

Payment Obligations, with the same validity, priority, extent, and amount, and subject to the same claims and defenses, as existed immediately prior to such collection or settlement, subject to the DIP Order. Nothing in this paragraph shall require the Debtors or the Consultant to obtain the approval of any third party (except the DIP Agent or the Prepetition Term Loan Agent as expressly set forth in this paragraph 27), in connection with the collection, compromise, or settlement of any Receivable.

28. Within thirty (30) days of the conclusion of the Sales, the Debtors shall file with the Court a summary report of the Sales that will include gross revenue from the Sales. On a confidential basis and for professionals' "eyes only" and upon the written request (including email) of the U.S. Trustee (which request has been made) or the Committee (if any), the Debtors shall provide such requesting party, if any, with copies of periodic reports and detailed information regarding the calculation of fees paid to the Consultant and expenses reimbursed to the Consultant concerning the Sales that are prepared by the Debtors, their professionals or the Consultant.

**D. Dispute Resolution Procedures**

29. Nothing in this Interim Order or the Consulting Agreement releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order or the Consulting Agreement shall in any way (a) diminish the obligation of any entity to comply with environmental laws or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Sales shall not be exempt from laws of general applicability, including, without limitation, public health and

safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including local laws, regulations, ordinances, or police powers of general applicability regarding matters such as regulating deceptive practices and false advertising (collectively, "General Laws"). Nothing in this Interim Order or the Consulting Agreement shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Interim Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in that forum or before this Court (or the Canadian Court) that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Interim Order, or otherwise. Notwithstanding any other provision in this Interim Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

30. To the extent that the sale of Assets is subject to any Liquidation Sale Laws, including any federal, state, or local statute, ordinance, or rule, or licensing requirement directed at regulating inventory liquidation sales, or bulk sale laws, including laws restricting safe, professional, and non-deceptive customary advertising such as signs, banners, posting of signage, solely in connection with the Sales and including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Assets, or any similar laws, the dispute resolution procedures in this section shall apply.

31. To the extent that any party has objections to the conduct of the Sales or to the sale of the Assets, the following procedures (the "Resolution Procedures") shall apply during the Sale Term:

a. Provided that the Sales are conducted in accordance with the terms of this Interim Order and the Consulting Agreement, the Debtors and the Consultant are authorized to conduct the Sales, and the Debtors shall be presumed to be in compliance with any Liquidation Sale Laws, without the necessity of further showing compliance with any Liquidation Sale Laws.

b. Within two (2) business days after entry of this Interim Order, the Debtors will serve by email, facsimile, or first-class mail, copies of the Interim Order on the following: (i) landlords of or counterparties to any agreements governing the use of or access to the Facilities (ii) the Attorney General's office for each state in which the Facilities are located; (iii) the county consumer protection agency or similar agency for each county in which the Facilities are located; (iv) the division of consumer protection for each state in which the Facilities are located; (v) supplier contract counterparties; (vi) and any other party with an interest in the Assets, or sales thereof (collectively, the "Dispute Notice Parties").

c. To the extent that there is a dispute arising from or relating to the conduct of the Sales, the sale of the Assets, this Interim Order, or the Consulting Agreement (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any party in interest (including, but not limited to, any of the Dispute Notice Parties) may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) Proposed Counsel to the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com), Stacy Newman (snewman@coleschotz.com), and Sarah Carnes (scarnes@coleschotz.com); (b) Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); (c) Counsel to the Consultant, Katten Muchin Rosenman LLP, 50 Rockefeller Plaza, New York, NY 10020, Attn: Cindi M. Giglio (cgiglio@katten.com) and Grace A. Thompson (grace.thompson@katten.com) (d) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (e) co-counsel to the Prepetition Term Loan Secured Parties, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R.

Koch (mkoch@proskauer.com), and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire(mcguire@lrclaw.com); and (f) if any statutory committee has been appointed in the Chapter 11 Cases, counsel to such committee.

d. If the Debtors, the Consultant, and the party asserting the Reserved Dispute are unable to resolve the Reserved Dispute within fourteen (14) days after service of the Dispute Notice, the party asserting the Reserved Dispute may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

e. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Interim Order, or to limit or interfere with the Debtors' or the Consultant's ability to conduct or to continue to conduct the Sales pursuant to this Interim Order or Final Order, as applicable, absent further order of the Court. Upon the entry of this Interim Order, the Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of this Interim Order and the Consulting Agreement, and to take all actions reasonably related thereto or arising in connection therewith. Nothing in this Interim Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion. Nothing in this Interim Order shall preclude the Debtors from asserting that the provisions of the Liquidation Sale Laws are preempted by the Bankruptcy Code.

**E. Miscellaneous**

32. The Debtors are authorized and permitted to transfer to the Consultant personal information in the Debtors' custody and control solely for the purposes of assisting with and conducting the Sales and only to the extent necessary for such purposes, provided that the Consultant removes such personal information from the Assets prior to the sale or abandonment of the same.

33. This Interim Order shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Consultant, and their respective affiliates, successors, and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of the Bankruptcy Code with respect to the foregoing parties, and as to such trustee, party, entity, or other fiduciary, such terms and provisions likewise shall be binding.

34. This Interim Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets.

35. The provisions of this Interim Order, and any actions taken pursuant hereto, shall survive the entry of any order that may be entered confirming or consummating any plan(s) of the Debtors pursuant to section 1129 of the Bankruptcy Code, or converting the Debtors' cases from chapter 11 to chapter 7, and the rights and interests granted pursuant to this Interim Order and the Consulting Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Consultant, and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code.

36. The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against the Consultant, in each case, other than as expressly provided for in the Consulting Agreement.

37. Neither the Consultant nor any of its respective affiliates (whether individually, as part of a joint venture, or otherwise) shall be precluded from providing additional services to the Debtors and/or bidding on the Debtors' assets in connection with any other future process that may or may not be undertaken by the Debtors, provided that any such services and/or transactions is approved by separate order of this Court.

38. The Consultant shall act solely as an independent consultant to the Debtors and shall not be liable for any claims against the Debtors other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) with the exception of acts of gross negligence or willful misconduct and, for greater certainty, the Consultant shall not be deemed to be an employer, or a joint or successor employer, or a related or common employer or payor within the meaning of any legislation governing employment or labor standards or pension benefits or health and safety or other statute, regulation or rule of law or equity, for any purpose whatsoever, and shall not incur any successor liability whatsoever.

39. The Debtors and the Consultant may modify the Consulting Agreement in accordance with the terms thereof without further order of the Court; provided that (a) the Debtors shall provide five (5) business days' advance notice of any contemplated material modification(s) of the Consulting Agreement (including any modification of the Consulting Agreement's economic terms) to the U.S. Trustee, counsel to the Prepetition Secured Creditors and DIP Credit Parties, counsel to the Prepetition Term Loan Secured Parties, and counsel to the Official Committee of Unsecured Creditors (if any, the "Committee"), and counsel to any party that has requested such notice (collectively, the "Amendment Notice Parties"). If an Amendment Notice Party timely objects to a proposed material modification to the Consulting Agreement and the Debtors, the Consultant, and such objecting Amendment Notice Party cannot consensually resolve such objection, the Debtors and the Consultant shall not proceed with such modification absent a further order of the Court approving such modification.

40. The Debtors shall deliver to the DIP Agent (and any Agent Advisor (as defined in the DIP Credit Agreement)) and the Prepetition Term Loan Agent copies of all reports, statements, and reconciliations delivered to the Debtors by the Consultant pursuant to the Consulting

Agreement within two (2) business days of the Debtors' receipt of such documents from the Consultant. In addition, the Debtors shall cooperate with, and promptly respond to, reasonable requests of the DIP Agent for reports and other information regarding the Sales, the Consultant Payment Obligations, the Gross Proceeds, and the Receivables in the form and level of detail reasonably requested by the DIP Agent to the extent such information is in the Debtors' possession or reasonably obtainable by the Debtors from the Consultant.

41. No later than seven (7) calendar days prior to the Objection Deadline, the Consultant shall file a declaration disclosing its connections to the Debtors, their creditors, and other parties in interest in these Chapter 11 Cases.

42. Nothing in the Consulting Agreement shall require the Debtors, or any subsequently appointed chapter 7 or chapter 11 trustee (if any), to take any action or refrain from taking any action contemplated by the Consulting Agreement to the extent taking or refraining from taking such action would be inconsistent with applicable law or inconsistent with the exercise of the Debtors', or such chapter 7 or chapter 11 trustee's (if any), fiduciary obligations under applicable law.

43. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

44. The requirements of Bankruptcy Rule 6007(a) are waived, to the extent applicable to the relief provided for herein.

45. Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

46. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

47. This Court shall retain exclusive jurisdiction with regard to all issues or disputes arising from or relating to the implementation, interpretation, or enforcement of this Interim Order or the Consulting Agreement, including, but not limited to, any claim or issue relating to any efforts by any party or person to prohibit, restrict, or in any way limit the Sales in accordance with this Interim Order, or any other disputes related to the Sales. No party or person shall take any action against the Debtors, the Consultant, the Sales, or the landlords of or counterparties to agreements concerning use of and access to the Facilities, as applicable, until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule "D"**
**Joint Administration Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re:<br>BFG Supply Co., LLC,<br>Debtor. | Chapter 11<br>Case No. 26-11284 (CTG)<br>Tax I.D. No. 35-2116660<br>**Re: Docket No. 2** |
| In re:<br>Bamboo Purchaser, Inc.,<br>Debtor. | Chapter 11<br>Case No. 26-11283 (CTG)<br>Tax I.D. No. 87-3191173 |
| In re:<br>BFG Purchaser Parent, Inc.,<br>Debtor. | Chapter 11<br>Case No. 26-11285 (CTG)<br>Tax I.D. No. 87-3372451 |
| In re:<br>BFG Supply Holdings, Inc.,<br>Debtor. | Chapter 11<br>Case No. 26-11286 (CTG)<br>Tax I.D. No. 84-4254070 |
| In re:<br>BFG Holdings I, Inc.,<br>Debtor. | Chapter 11<br>Case No. 26-11287 (CTG)<br>Tax I.D. No. 27-3431502 |
| In re:<br>BFG Supply Canada Holdings, Inc.,<br>Debtor. | Chapter 11<br>Case No. 26-11288 (CTG)<br>Tax I.D. No. 87-1299737 |

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| In re:<br>De Cloet Greenhouse Mfg. Ltd.,<br>Debtor. | Chapter 11<br>Case No. 26-11289 (CTG)<br>Tax I.D. No. N/A |
| In re:<br>BFG Kalamazoo, LLC,<br>Debtor. | Chapter 11<br>Case No. 26-11290 (CTG)<br>Tax I.D. No. 26-0220121 |
| In re:<br>BFG Logistics, LLC,<br>Debtor. | Chapter 11<br>Case No. 26-11291 (CTG)<br>Tax I.D. No. 20-4284172 |
| In re:<br>L&L Nursery Supply, Inc.,<br>Debtor. | Chapter 11<br>Case No. 26-11292 (CTG)<br>Tax I.D. No. 95-2469972 |
| In re:<br>Gard'N-Wise Distributors, Inc.,<br>Debtor. | Chapter 11<br>Case No. 26-11293 (CTG)<br>Tax I.D. No. 48-0578418 |
| In re:<br>International Greenhouse Contractors LLC,<br>Debtor. | Chapter 11<br>Case No. 26-11294 (CTG)<br>Tax I.D. No. 91-1487313 |
| In re:<br>Greenhouse Solutions, LLC,<br>Debtor. | Chapter 11<br>Case No. 26-11295 (CTG)<br>Tax I.D. No. 20-1481860 |

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| In re:<br>Greenhouse Contracting Services, LLC,<br>Debtor. | Chapter 11<br>Case No. 26-11296 (CTG)<br>Tax I.D. No. 46-3993738 |
| In re:<br>Green-Tek, LLC,<br>Debtor. | Chapter 11<br>Case No. 26-11297 (CTG)<br>Tax I.D. No. 39-1598749 |
| In re:<br>GROSouth, Inc.,<br>Debtor. | Chapter 11<br>Case No. 26-11298 (CTG)<br>Tax I.D. No. 63-0464231 |
| In re:<br>BFG VG Supply Acquisition, LLC,<br>Debtor. | Chapter 11<br>Case No. 26-11299 (CTG)<br>Tax I.D. No. 99-3660219 |

**ORDER (I) DIRECTING JOINT ADMINISTRATION OF CHAPTER 11 CASES AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (i) directing the joint administration of the Chapter 11 Cases for procedural purposes only, (ii) waiving the requirement that notices provided in the Chapter 11 Cases strictly comply with Bankruptcy Rule 2002(o) and implementing a simplified caption to be used in all case pleadings, and (iii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction

[1] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Motion.

to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The above-captioned Chapter 11 Cases are consolidated for procedural purposes only and shall be jointly administered by the Court under the docket for Debtor BFG Supply Co., LLC, Case No. 26-11284 (CTG).

3. The caption of the jointly administered cases should read as follows:

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | |
|---|---|
| In re: | Chapter 11 |
| BFG Supply Co., LLC, *et al.*, | Case No. 26-11284 (CTG) |
| Debtors.[1] | (Jointly Administered) |

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

4. The foregoing caption fully satisfies the policies behind the requirements of section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rules 1005 and 2002(o).

5. A docket entry, substantially similar to the following, shall be entered on the docket of each of the Debtors, other than BFG Supply Co., LLC, to reflect the joint administration of these Chapter 11 Cases:

> An order has been entered in this case in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedures and Rule 1015-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware directing joint administration of the chapter 11 cases of BFG Supply Co., LLC, Case No. 26-11284 (CTG); Bamboo Purchaser, Inc., Case No. 26-11283 (CTG); BFG Purchaser Parent, Inc., Case No. 26-11285 (CTG); BFG Supply Holdings, Inc., Case No. 26-11286 (CTG); BFG Holdings I, Inc., Case No. 26-11287 (CTG); BFG Supply Canada Holdings, Inc., Case No. 26-11288 (CTG); De Cloet Greenhouse Mfg. Ltd., Case No. 26-11289 (CTG); BFG Kalamazoo, LLC, Case No. 26-11290 (CTG); BFG Logistics, LLC, Case No. 26-11291 (CTG); L&L Nursery Supply, Inc., Case No. 26-11292 (CTG); Gard'N-Wise Distributors, Inc., Case No. 26-11293 (CTG); International Greenhouse Contractors LLC, Case No. 26-11294 (CTG); Greenhouse Solutions, LLC, Case No. 26-11295 (CTG); Greenhouse Contracting Services, LLC, Case No. 26-11296 (CTG); Green-Tek, LLC, Case No. 26-11297 (CTG); GROSouth, Inc., Case No. 26-11298 (CTG); BFG VG Supply

Acquisition, LLC, Case No. 26-11299 (CTG). The docket in Case No. 26-11284 (CTG) should be consulted for all matters affecting this case. All further pleadings and other papers shall be filed in and all further docket entries shall be made on the docket BFG Supply Co., LLC, Case No. 26-11284 (CTG).

6. The Debtors shall maintain, and the Clerk of the United States Bankruptcy Court for the District of Delaware shall keep, one consolidated docket, one file, and one consolidated service list.

7. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise effecting a substantive consolidation of these Chapter 11 Cases and this Order shall be without prejudice to the rights of the Debtors to seek entry of an order substantively consolidating these Chapter 11 Cases.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and such notice satisfies the requirements of the Bankruptcy Rules and the Local Rules.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

10. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule "E"**
**Interim Critical Vendors Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re:<br><br>BFG Supply Co., LLC, *et al.*,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 26-11284 (CTG)<br><br>(Jointly Administered)<br><br>**Re: Docket No. 10** |

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order") and a final order (i) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of Critical Vendor Claims and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

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

2. The final hearing on the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m. (prevailing Eastern Time) on September 9, 2026** and shall be served on: (a) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), and Sarah A. Carnes (scarnes@coleschotz.com); (b) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market

Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); (d) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov)); and (e) counsel to any statutory committee appointed in the Chapter 11 Cases. If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.

3. The Debtors are authorized, but not directed, to pay all or part of, and discharge, on a case-by-case basis, the Critical Vendor Claims in an aggregate amount not to exceed $2 million on an interim basis, absent further order of the Court.

4. Notwithstanding anything to the contrary in the Motion or this Interim Order, the Debtors shall not: (a) designate (i) any insider, (ii) any of the Debtors' professionals, or (iii) any entity affiliated with any insider as a Critical Vendor; (b) enter into any Customary Trade Terms with any insider or any entity affiliated with any insider; and/or (c) pay any Critical Vendor Claims of any insider, any of the Debtors' professionals, or any entity affiliated with any insider in each case, prior to consultation with counsel to any committee of unsecured creditors that may be appointed, the DIP Lender, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, or further order of the Court after notice and a hearing. For purposes of this Order, the term "insider" shall have the meaning ascribed to such term in section 101(31) of the Bankruptcy Code.

5. As a condition to receiving payment hereunder, the Debtors, in their sole discretion, may require, by written agreement, such parties to continue supplying goods or services to the

Debtors in accordance with trade terms at least as favorable to the Debtors as those practices and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) consistent with the parties' ordinary course practice (collectively, the "Customary Trade Terms"). The Debtors reserve the right to require more favorable trade terms with any party as a condition to payment of any prepetition claim.

6. If any party accepts payment hereunder for a prepetition obligation of the Debtors premised on compliance with the above, and thereafter fails to comply with the Customary Trade Terms, or other such terms as agreed to by the Debtors, then, subject to entry of a final order on the Motion from this Court: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

7. Any Critical Vendor that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Interim Order shall be deemed to (a) agree to the terms and provisions of this Interim Order and (b) have waived, to the extent so paid, Critical Vendor Claims of any type, kind, or priority (including any reclamation claim) against the Debtors

and their assets. The Debtors shall provide a copy of this Interim Order to any Critical Vendor in advance of any payment made pursuant to this Interim Order.

8. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Critical Vendor. The Debtors do not concede that any claims satisfied pursuant to this Interim Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority, of such claims.

9. Notwithstanding the foregoing, prior to entry of an order granting the relief requested in the Motion on a final basis, the Debtors are not authorized to pay any prepetition amounts on account of Critical Vendor Claims before the applicable due dates of such claims.

10. Notwithstanding anything to the contrary in this Interim Order, the Motion or its attachments, the priority status of a creditor's claim, including that of claims arising under section 503(b)(9) of the Bankruptcy Code, shall not be affected by whether such creditor provides services or goods to the Debtors under Customary Trade Terms.

11. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

12. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount,

validity, or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

13. The Debtors shall maintain a schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Interim Order, including the following information: (a) the name of the transferor; (b) the name of the transferee; (c) the amount of the payment; and (d) the purpose of the payment; *provided* that the Debtors shall provide a copy of such schedule to the DIP Agent and its advisors, the U.S. Trustee, and counsel to any statutory committee appointed in these Chapter 11 Cases upon reasonable request, and in any event within three (3) business days following any such request.

14. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting*

*Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of this Chapter 11 Case with respect to prepetition amounts owed in connection with the relief granted herein.

16. The Debtors have demonstrated that the requested relief is "necessary to avoid immediate and irreparable harm" as contemplated by Bankruptcy Rule 6003.

17. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

18. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

19. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

20. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

21. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule “F”**
**Interim Utilities Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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|---|---|
| In re: | Chapter 11 |
| BFG Supply Co., LLC, *et al.*, | Case No. 26-11284 (CTG) |
| Debtors.[1] | (Jointly Administered) |
| | **Re: Docket No. 4** |

**INTERIM ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order") (i) approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies, (ii) establishing Adequate Assurance Procedures for resolving any objection by the Utility Companies relating to the Proposed Adequate Assurance, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); Bamboo Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

inadequacy of the Debtors' Proposed Adequate Assurance, and (iv) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

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

2. The final hearing on the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m. (prevailing Eastern Time) on September 9, 2026** and shall be served on: (a) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware

Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin Alberto (jalberto@coleschotz.com) and Stacy L. Newman (snewman@coleschotz.com); (b) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); (d) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); and (e) counsel to any statutory committee appointed in the Chapter 11 Cases. If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.

3. Within 20 days after the Petition Date, the Debtors shall, for each Utility Company listed on Exhibit C to the Motion (the "Utility Company List") place a deposit for such Utility Company equal to approximately two weeks of Utility Services (each such deposit, a "Utility Deposit") into the Utility Deposit Account.

4. Except as the amount may be adjusted by application of the provisions of this Interim Order, the aggregate amount of $53,104 shall be deposited in the Utility Deposit Account on account of the Utility Deposits within 20 days after the Petition Date and shall be held for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services provided to the Debtors.

5. The balance of the Utility Deposit Account may be adjusted by the Debtors, without further order of the Court, as follows: (a) to the extent no dispute over postpetition amounts due exists, the balance of the Utility Deposit Account may be reduced by the amount of a Utility Deposit associated with any terminated utility account; (b) the balance of the Utility Deposit Account shall be increased to the extent a Subsequently Identified Utility Company is added to the Utility Company List; and (c) the balance of the Utility Deposit Account may be adjusted in accordance with the terms of any agreement with respect to adequate assurance of payment reached between a Debtor and a Utility Company; *provided, however*, that before the Debtors make any adjustment under subsection (a) of this paragraph with respect to a Utility Company, the Debtors shall provide at least ten (10) days' prior notice of such adjustment to the affected Utility Company and if such Utility Company disputes the proposed adjustment, the Debtors shall not be permitted to effectuate such adjustment absent further order of this Court or agreement by the parties.

6. The Debtors shall maintain the Utility Deposit Account until the earlier of the Court's entry of an order authorizing the return of the Utility Deposit Account to the Debtors, the effective date of a chapter 11 plan, or the date that an order is entered dismissing these Chapter 11 Cases.

7. No liens – prepetition, postpetition, debtor-in-possession, or otherwise – shall attach to the funds in the Utility Deposit Account until such time that the Utility Companies have been paid in full.

8. The following procedures (the "Adequate Assurance Procedures") are hereby approved with respect to all Utility Companies, including any Subsequently Identified Utility Company:

a) Except as provided by the Adequate Assurance Procedures, the Utility Companies will be prohibited from: (i) altering, refusing, or discontinuing services to, or

discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Utility Deposit.

b) Within 48 hours after entry of the Interim Order,[3] the Debtors will mail a copy of the Motion and Interim Order to the Utility Companies on the Utility Company List.

c) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve a written request for additional adequate assurance (an "Additional Assurance Request") upon: (i) the Debtors, BFG Supply Co., LLC, 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512, Attn: Adam Zalav (azalev@reflectadvisors.com); (ii) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Stacy L. Newman (snewman@coleschotz.com) and Carol E. Thompson (cthompson@coleschotz.com); (iii) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (iv) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); and (v) counsel to any statutory committee appointed in the Chapter 11 Cases (collectively, the "Adequate Assurance Notice Parties").

d) Each Additional Assurance Request must: (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location(s) for which Utility Services are provided; (iv) include a summary of the Debtors' payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and if so, in what amount; (v) set forth why the Utility Company believes the Proposed Adequate Assurance is insufficient; and (vi) provide an email address to which the Debtors may respond to the Additional Assurance Request.

e) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will promptly negotiate with the requesting Utility Company to resolve such Utility Company's Additional Assurance Request.

[3] Local Rule 9013-1(m)(iv) requires service of first-day orders and the underlying first-day motions on affected parties within 48 hours of the entry of such first-day orders.

f) Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g) Pending the Determination Hearing, the Utility Company that is the subject of the unresolved Additional Assurance Request is prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection (an "Objection") to the adequacy of the proposed Adequate Assurance.

h) Any Utility Company that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of section 366(c)(2) of the Bankruptcy Code, subject to each such Utility Company's right to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code.

9. The Debtors are authorized, in their sole discretion, to amend the Utility Company List to add or remove any Utility Company, and all provisions of this Interim Order shall apply to any such Subsequently Identified Utility Company that is added to such list; *provided, however*, that if any Subsequently Identified Utility Company is added to the Utility Company List, the Debtors shall: (i) file a copy of any such amendment and serve a copy of the Motion and this Interim Order on any such Subsequently Identified Utility Company, along with an amended Utility Company List; and (ii) increase the amount of the Utility Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by each such Subsequently Identified Utility Company. Such Subsequently Identified Utility Company shall be permitted to make an Additional Assurance Request in compliance with the Adequate Assurance Procedures after it receives notice of the Motion.

10. Pending entry of the Final Order and resolution of any Additional Assurance Request, Objection or Determination Hearing, the Utility Companies are prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the

Debtors, or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance.

11. For the avoidance of doubt, the terms of this Interim Order, including the Adequate Assurance Procedures, shall apply to each Utility Company, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Company that believes its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate assurance shall make an Additional Assurance Request or file an Objection in accordance with this Interim Order.

12. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or a "utility" within the meaning of section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Company List.

13. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is

intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

14. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

15. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

16. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

17. The Debtors are authorized to take all actions necessary to implement the relief granted in this Interim Order.

18. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule “G”**
**Interim Taxes Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re:<br><br>BFG Supply Co., LLC, *et al.*,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 26-11284 (CTG)<br><br>(Jointly Administered)<br><br>**Re: Docket No. 8** |

**INTERIM ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order") authorizing, but not directing, the Debtors to (i) to pay certain prepetition taxes and fees and related obligations that are payable to certain local, state, and federal taxing and regulatory authorities (the "Authorities"); and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2);

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1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

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

2. The final hearing on the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m. (prevailing Eastern Time) on September 9, 2026** and shall be served on: (a) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), and Sarah A. Carnes (scarnes@coleschotz.com); (b) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market

Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); (d) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); and (d) counsel to any statutory committee appointed in the Chapter 11 Cases. If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.

3. The Debtors are authorized, but not directed, to: (a) negotiate, pay, and remit (or use tax credits to offset) or otherwise satisfy the Taxes and Fees (including corresponding Assessments) that arose or accrued prior to the Petition Date and that will become due and owing in the ordinary course of business, at such time when the Taxes and Fees are payable, in an aggregate amount not to exceed $500,000 on an interim basis; and (b) negotiate, pay, and remit (or use tax credits to offset) Taxes and Fees that arise or accrue in the ordinary course of business on a postpetition basis—including, for the avoidance of doubt, posting collateral (that is not collateral of the Prepetition Term Loan Agent or the Prepetition Term Loan Lenders without their prior written consent) or a letter of credit in connection with any dispute related to the Audits or Assessments or paying any Taxes and Fees arising as a result of the Audits or Assessments (including, for the avoidance of doubt, with respect to kinds of Taxes and Fees otherwise addressed by the Wages Motion); *provided* that notwithstanding anything to the contrary herein or in the Motion, that in the event the Debtors make a payment with respect to any Taxes and Fees for the prepetition portion of any "straddle" amount, and this Court subsequently determines such amount was not entitled to priority or administrative treatment under sections 507(a)(8) or 503(b)(1)(B) of

the Bankruptcy Code, the Debtors may (but shall not be required to) seek an order from the Court requiring a return of such amounts.

4. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Interim Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

5. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized, but not directed, to seek a refund or credit.

6. The Debtors' right to contest the validity or priority of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to Audits that have been completed, are in progress, or arise from prepetition periods.

7. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion, this Interim Order, or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or

limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

8. Nothing in this Interim Order shall be deemed to authorize the Debtors to pay any past-due taxes.

9. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

11. The requirements of Bankruptcy Rule 6004(a) and the Local Rules with respect to notice of the Motion have been satisfied.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

13. The Debtors are authorized, but not directed, to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule “H”**
**Interim Insurance Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re:<br><br>BFG Supply Co., LLC, *et al.*,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 26-11284 (CTG)<br><br>(Jointly Administered)<br><br>**Re: Docket No. 7** |

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE AND SURETY COVERAGE AND LETTER OF CREDIT ENTERED INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES, SURETY BONDS, AND LETTERS OF CREDIT, AND (C) CONTINUE TO PAY BROKER FEES, AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order") (i) authorizing, but not directing, the Debtors to (a) maintain coverage under the Insurance Policies, Surety Bond, and Letter of Credit and pay any related obligations, (b) renew, amend, supplement, extend, or purchase insurance, surety coverage, and letters of credit in the ordinary course of business and consistent with prepetition practice, and (c) continue to pay certain broker fees; and (ii) granting related relief, all as more fully set forth in the Motion; and upon

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

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

2. The final hearing on the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m. (prevailing Eastern Time) on September 9, 2026 at 4:00 p.m., prevailing Eastern Time** and shall be served on: (a) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), and

Sarah A. Carnes (scarnes@coleschotz.com); (b) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); (d) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); and (d) counsel to any statutory committee appointed in the Chapter 11 Cases. If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.

3. The Debtors are authorized, but not directed, in the ordinary course of business, to: (a) continue and maintain the Insurance Policies, Surety Bond, and Letter of Credit and pay any related prepetition or postpetition amounts or obligations, including any prepetition or postpetition obligations related to the Insurance Policies, Insurance Brokerage Fees, and any other related expenses, *provided that* such payments shall not exceed $200,000 in the aggregate pending entry of the Final Order; and (b) renew, amend, supplement, extend, or purchase insurance policies, in each case, to the extent that the Debtors determine that such action is in the best interests of their estates.

4. The Debtors are authorized, but not directed, to pay any prepetition or postpetition obligations on account of the Deductibles or the SIRs in the ordinary course of business and consistent with prepetition practice.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

6. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

7. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests

that are dishonored as a consequence of the Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

9. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

10. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

11. The Debtors are authorized to take all actions necessary to implement the relief granted in this Interim Order.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule “I”**
**Interim Wages Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re:<br><br>BFG Supply Co., LLC, *et al.*,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 26-11284 (CTG)<br><br>(Jointly Administered)<br><br>**Re: Docket No. 12** |

**INTERIM ORDER (A) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (I) PAY PREPETITION WAGES, COMPENSATION, EMPLOYEE BENEFITS, AND OTHER EMPLOYEE OBLIGATIONS, (II) CONTINUE CERTAIN EMPLOYEE BENEFIT PROGRAMS IN THE ORDINARY COURSE, (B) AUTHORIZING ALL BANKS TO HONOR PREPETITION CHECKS FOR PAYMENT OF PREPETITION EMPLOYEE OBLIGATIONS, AND (C) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order"), (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, compensation, employee benefits and other employee obligations, (b) continue certain employee benefit programs in the ordinary course, (ii) authorizing all banks to honor prepetition checks for payment of prepetition employee obligations, and (iii) granting other related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

§ 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

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

2. The final hearing on the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m. (prevailing Eastern Time) on September 9, 2026** and shall be served on: (a) proposed counsel for the Debtors, Cole Schotz P.C., (i) 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), and Sarah A. Carnes (scarnes@coleschotz.com); (b) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall

& Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Michael E. Comerford, Esq. (mcomerford@choate.com), and Alexandra M. Thomas, Esq. (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward, Esq. (matthew.ward@wbd-us.com); (c) counsel to the Prepetition Term Loan Secured Parties, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); (d) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); and (e) counsel to any statutory committee appointed in the Chapter 11 Cases. If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.

3. The Debtors are authorized, but not directed, to pay and honor, in their discretion, the prepetition Employee Obligations, in an aggregate amount not to exceed $1,064,951.62 prior to the entry of the Final Order, as follows:

| Employee Obligations | Interim Amount |
|---|---|
| **Compensation Obligations** | |
| **Wages** | **$642,664.36** |
| **Commissions** | **$11,534.03** |
| **Payroll Processing Fees** | **$6,500** |
| **Withholdings** | **$45,000** |
| **Independent Contractor Obligations** | **$14,000** |
| **Paid Time Off** | |
| **PTO and Holidays** | **$45,208.77** |
| **Other Time Off Policies** | **$5,000** |
| **Reimbursable Expenses & Corporate Cards** | **$212,000** |
| **Health and Welfare Programs** | |
| **Health Insurance Benefits** | **$37,092.27** |
| **HSA Employer Contributions** | **$10,000** |
| **Disability and Life Benefits** | **$4,750** |
| **Employee Assistance Program** | **$0.00** |
| **Voluntary Benefits Remittance Obligations** | **$3,400** |
| **Workers' Compensation Program** | **$0.00** |

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|---|---|
| **401(k) Plan** | **$26,000** |
| **RRSP** | **$1,802.19** |
| **Total:** | **$1,064,951.62** |

4. Notwithstanding the foregoing, the Debtors shall not make any payments on account of prepetition Employee Obligations in excess of the limits provided for under sections 507(a)(4) or 507(a)(5) of the Bankruptcy Code, unless applicable state or foreign law requires payments upon termination of an Employee that, in combination with the other payments authorized by this Interim Order, would exceed the limits of sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

5. The Debtors are authorized, but not directed, in their discretion, to honor and continue the Employee Programs that were in effect as of the Petition Date; *provided*, *however*, that such relief shall not constitute or be deemed an assumption or an authorization to assume any of such Employee Programs under section 365(a) of the Bankruptcy Code.

6. Nothing herein shall be deemed to authorize the payment of any amounts which would violate or implicate section 503(c) of the Bankruptcy Code.

7. The Debtors shall not make any cash out payments to Employees on account of Paid Time Off prior to entry of the Final Order unless required under applicable state or foreign law; *provided*, *however*, the Debtors are authorized to continue to honor Paid Time Off in the ordinary course.

8. The Debtors' banks and other financial institutions shall be and hereby are authorized to receive, process, honor and pay all prepetition and postpetition checks and fund transfers on account of the Employee Obligations that had not been honored and paid as of the Petition Date, *provided* that sufficient funds are on deposit in the applicable accounts to cover such payments. The Debtors shall be and hereby are authorized to issue new postpetition checks or

effect new postpetition fund transfers on account of the Employee Obligations to replace any prepetition checks or fund transfer requests that may be dishonored or rejected.

9. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Program.

10. The Debtors may pay any and all Withholdings, including social security, FICA, federal, state and foreign income taxes, garnishments, health care payments, retirement fund withholding and other types of withholding, whether these relate to the period prior to Petition Date or subsequent thereto.

11. The Debtors are authorized, but not directed, in their discretion, to pay all processing fees associated with, and all costs incident to, the foregoing, including, but not limited to, the Payroll Processor Fees.

12. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against the Debtors; (b) a waiver of any party's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement,

contract, or lease pursuant to Bankruptcy Code section 365; or (f) a waiver of any party's rights under the Bankruptcy Code or any other applicable law.

13. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

14. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied, and that the interim relief requested is necessary to avoid immediate and irreparable harm.

15. The notice requirement of Bankruptcy Rule 6004(a) is waived.

16. This Interim Order shall be immediately effective and enforceable upon its entry. The 14-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

17. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

18. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule “J”**
**Interim Cash Management Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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|---|---|
| In re:<br><br>BFG Supply Co., LLC, *et al.*,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 26-11284 (CTG)<br><br>(Jointly Administered)<br><br>**Re: Docket No. 13** |

**INTERIM ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(B) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order") (a) authorizing continued (i) use of the Debtors' existing Cash Management System, Bank Accounts, and Business Forms and payment of related prepetition obligations, (ii) performance of Intercompany Transactions and honoring certain related prepetition obligations, and (b) granting a waiver of thirty (30) days from the date of this Interim Order to come into compliance with section 345(b) of the Bankruptcy Code, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

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

2. The final hearing on the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m. (prevailing Eastern Time) on September 9, 2026** and shall be served on: (a) proposed counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), and Sarah A. Carnes (scarnes@coleschotz.com); (b) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall

& Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Michael E. Comerford (mcomerford@choate.com), and Alexandra M. Thomas (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward (matthew.ward@wbd-us.com); (c) counsel to the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); (d) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Jane Leamy (jane.m.leamy@usdoj.gov); and (e) counsel to any statutory committee appointed in the Chapter 11 Cases. If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.

3. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Interim Order, are authorized, but not directed, to (a) designate, maintain, and continue to use any in the ordinary course of business and all of their Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified on Exhibit C to the Motion; (b) close existing accounts; and (c) treat the Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors-in-possession; provided, however, that the Debtors are only authorized to open new bank accounts (i) after providing five (5) days advance notice to the prepetition and DIP lenders, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, the U.S. Trustee, and any official committee appointed in the Chapter 11 Cases; (ii) with a bank that (a) is organized under the laws of the United States of America or any state thereof, (b) is insured by the FDIC or CDIC, and (c) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S.

Trustee for the District of Delaware; and (iii) that are designated "Debtor-in-Possession" accounts by the relevant bank.

4. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after entry of this Interim Order, the Debtors shall: (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor-in-possession. For Banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty (30) days of entry of this Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

5. Notwithstanding the requirements of the U.S. Trustee Guidelines, the Debtors are not required to (a) close any or all existing bank accounts and open new debtor-in-possession accounts or (b) establish specific bank accounts for tax payments.

6. Subject to the requirements for opening new accounts in paragraph 3 hereof, the relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

7. The Debtors are authorized, but not directed, to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, including without limitation (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers,

automated clearinghouse ("ACH") transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on the Bank Accounts, (b) to pay postpetition ordinary course bank fees and service fees in connection with the Bank Accounts, (c) to perform their obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition cash management agreements or treasury services agreements, and (d) to treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors-in possession.

8. The Banks are authorized without the need for further order of this Court to, in the ordinary course of business (a) continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts; and (c) debit the Bank Accounts for (i) all undisputed prepetition bank and service fees outstanding as of the date hereof, if any, owed to the Banks for the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors' Bank Accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date, which have not been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the applicable Debtor was responsible for such items prior to the Petition Date; provided, however, that checks, drafts, wires, or electronic fund transfers (excluding any electronic fund transfers that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts prior to the Petition Date shall not be honored if (a) prohibited by

a "stop payment" request received by the Banks from the Debtors or (b) not supported by sufficient funds in the Bank Account in question.

9. Subject to the terms of this Interim Order, the Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' Bank Accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable Bank Accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Interim Order, and Banks shall not be liable to any party on account of (a) following the Debtors' instructions or representations as to any order of this Court; (b) honoring any prepetition check or other item drawn on any account that is the subject of this Interim Order in a good faith belief that the Court has authorized such prepetition check or item to be honored; and (c) an innocent mistake made despite implementation of reasonable item handling procedures.

10. The Banks are further authorized to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, and the Banks shall have no liability to any party for relying on such representations or instructions.

11. If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have thirty (30) days from the date of this Interim Order to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines, without prejudice to the Debtors' ability to seek an additional extension or final waiver

of such requirements; provided that nothing herein shall prevent the Debtors, in consultation with the prepetition and DIP lenders, or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

12. The Debtors are authorized, but not directed, to continue using the Credit Cards in the ordinary course of business and consistent with prepetition practices, including by paying to American Express and Visa prepetition and postpetition credit card obligations outstanding with respect thereto, subject to the limitations of this Interim Order and any other applicable interim and/or final orders of this Court.

13. The Debtors shall serve a copy of this Interim Order on the Banks within 48 hours of the entry of this Interim Order and upon any bank at which the Debtors open a new bank account immediately upon the opening of such new account.

14. The Debtors are authorized to continue engaging in Intercompany Transactions by and among the Debtors in the ordinary course of business and on the terms materially consistent with historical practices. Notwithstanding anything herein to the contrary, the Debtors may not materially amend, modify, change, or terminate their existing ordinary course practices with respect to Intercompany Transactions. In connection with the Intercompany Transactions, the Debtors shall continue to maintain accurate and current records with respect to all transfers of cash and non-cash setoffs so that all prepetition and postpetition transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall make such records promptly available to counsel to the prepetition and DIP lenders, the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, the U.S. Trustee, and any statutory committee appointed in these cases upon request. For

the avoidance of doubt, this Interim Order does not authorize the set off of any postpetition obligations against any prepetition obligations.

15. The Intercompany Claims arising postpetition relating to the Intercompany Transactions shall have administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; provided that any such administrative expense status claim shall be junior to the carve-out and approved superpriority administrative expense claims provided for under the DIP Order.

16. Subject to the terms of this Interim Order, the Debtors are authorized to continue to use their existing Cash Management System as depicted on Exhibit D to the Motion. The Debtors may transfer funds into, out of, and through the Cash Management System using ordinary transfer methods in accordance with the Debtors' prepetition practice, subject to the terms of this Interim Order. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain accurate and detailed records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly and the Debtors may distinguish between prepetition and postpetition transactions. Subject to complying with the terms of this Interim Order, the Debtors, in consultation with the prepetition and DIP lenders and the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders, and the Banks may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business that they deem appropriate.

17. The Debtors are authorized, but not directed, to pay and/or reimburse their Banks for any Bank Account Claims arising prior to or after the Petition Date up to $25,000.

18. The Debtors shall not make any intercompany loans to non-debtor entities absent further Court order.

19. The Debtors are authorized, but not directed, to continue to use their existing Business Forms (including checks) without alteration or change and without the designation "Debtor-in-Possession" imprinted upon them; provided that once the Debtors have exhausted their existing stock of business forms, the Debtors shall ensure that any new business forms are clearly labeled "Debtor in Possession"; provided further that with respect to any business forms that exist or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic business forms are clearly labeled "Debtor-in-Possession" within ten (10) days after the date of this Interim Order.

20. The Debtors shall give notice within 10 days of closing any bank accounts to the U.S. Trustee and any official committee appointed in the Chapter 11 Cases.

21. Notwithstanding anything herein to the contrary, the Debtors shall not close or implement any changes to the Term Loan Priority Account, absent further order of this Court or the prior written consent of the Prepetition Term Loan Agent and the Prepetition Term Loan Lenders.

22. Nothing in the Motion or this Interim Order shall be construed to: (i) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (ii) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

23. Nothing in the Motion or this Interim Order, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order) is intended as or shall be construed or deemed to be (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's

rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

24. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

25. The requirements of Bankruptcy Rule 6004(a) with respect to notice of the Motion have been satisfied.

26. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

27. The Debtors are authorized to take all actions necessary to implement the relief granted in this Interim Order.

28. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

29. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of *the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing*

*the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule “K”**
**Interim Customer Programs Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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|---|---|
| In re:<br><br>BFG Supply Co., LLC, *et al.*,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 26-11284 (CTG)<br><br>(Jointly Administered)<br><br>**Re: Docket No. 9** |

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO HONOR, MAINTAIN, AND ADMINISTER THE CUSTOMER PROGRAMS AND RELATED PREPETITION BUSINESS PRACTICES, AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order") (i) authorizing, but not directing, the Debtors, in their sole discretion, to (a) fulfill and honor (through payment, credit, setoff, or otherwise) the Customer Obligations (as defined herein) as they deem appropriate, and (b) continue, renew, replace, terminate, and implement Customer Programs (as defined herein) and any other customer practices as they deem appropriate, without further application to the Court, and (ii) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BFG Supply Co., LLC (6660); Bamboo Purchaser, Inc. (1173); BFG Purchaser Parent, Inc. (2451); BFG Supply Holdings, Inc. (4070); BFG Holdings I, Inc. (1502); BFG Supply Canada Holdings, Inc. (9737); De Cloet Greenhouse Mfg. Ltd. (N/A); BFG Kalamazoo, LLC (0121); BFG Logistics, LLC (4172); L&L Nursery Supply, Inc. (9972); Gard'N-Wise Distributors, Inc. (8418); International Greenhouse Contractors, LLC (7313); Greenhouse Solutions, LLC (1860); Greenhouse Contracting Services, LLC (3738); Green-Tek, LLC (8749); GROSouth, Inc. (4231); BFG VG Supply Acquisition, LLC (0219). The Debtors' service address in these chapter 11 cases is 4660 East Paris Avenue SE, Grand Rapids, Michigan 49512.

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

*Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

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

2. The final hearing on the Motion shall be held on **September 16, 2026, at 10:00 a.m., prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m. (prevailing Eastern Time) on September 9, 2026** and shall be served on: (a) proposed counsel to the Debtors, Cole Schotz P.C., 500 Delaware Avenue Suite 600 Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), and Sarah A. Carnes (scarnes@coleschotz.com); (b) Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Jane M. Leamy (Jane.M.Leamy@usdoj.gov);

(c) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Michael E. Comerford, Esq. (mcomerford@choate.com), and Alexandra M. Thomas, Esq. (athomas@choate.com), and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Matthew Ward, Esq. (matthew.ward@wbd-us.com); (d) counsel to the Prepetition Term Loan Secured Parties, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036, Attn: David M. Hillman (dhillman@proskauer.com) and Matthew R. Koch (mkoch@proskauer.com); and (e) if any statutory committee has been appointed in the Chapter 11 Cases, counsel to such committee. If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.

3. The Debtors are authorized, but not directed, in the ordinary course of business, to: (a) maintain, modify, supplement or terminate the Customer Programs in their discretion; and (b) honor any obligations related to the Customer Programs, whether incurred prepetition or postpetition, as they come due in the ordinary course of business on an interim basis.

4. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

5. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount,

validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

6. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

7. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (collectively, such interim and final orders, the "DIP Order"), including compliance with the Approved Budget (as defined in the DIP

Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

8. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

9. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

10. The Debtors are authorized to take all actions necessary to implement the relief granted in this Interim Order.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**Dated: August 20th, 2026**
**Wilmington, Delaware**

**CRAIG T. GOLDBLATT**
**UNITED STATES BANKRUPTCY JUDGE**

Court File No. CL-26-00000372-0000

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF DE CLOET GREENHOUSE MFG. LTD

APPLICATION OF DE CLOET GREENHOUSE MFG. LTD UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**
**(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**SUPPLEMENTAL ORDER**
**(FOREIGN MAIN PROCEEDING)**

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